



## Online consumer and business terms for the supply of services and digital content

## 1 About us

We are Sustainomics Holdings Limited (trading as EquaAcademy, EquaHub and Equa iDA), a company registered in England and Wales under company number: 11261007. Our registered office is at: 1 London Road, Ipswich, IP1 2HA. Our VAT number is: 293 6835 58.

## 2 How to contact us

You can contact us by sending an email to [info@equaacademy.co.uk](mailto:info@equaacademy.co.uk) or calling us on 07776 200690.

## 3 These terms

- 3.1 These terms apply to any purchases you make on our website. Please read these terms carefully before you place any orders on our site, as they set out important information about your and our rights and obligations. **Please note that you must agree to these terms before you place your order.**
- 3.2 For the purposes of these terms, you are a **'consumer'** if you are buying from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a **'business customer'** if you are buying from our site for purposes relating to your trade, business, craft or profession. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.
- 3.3 Any reference to **'we'**, **'us'** or **'our'** in these terms is to [*insert trader's name*], and any reference to **'you'** or **'your'** is to the person placing an order on our site.
- 3.4 You must be at least 18 years old and a resident of the UK to place an order on our site. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.
- 3.5 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.
- 3.6 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.
- 3.7 Your use of our site is governed by our [Website Terms of Use](#)

## 4 Orders

- 4.1 Please check your order carefully and correct any errors before you submit it to us.
- 4.2 After you place your order, we will send you an acknowledgment of receipt of payment by email. This does not mean that your order has been accepted by us. Your order is an offer to buy services or digital content from us on these terms.
- 4.3 Acceptance of your order by us takes place when we send you an order confirmation email or an email with instructions to sign in to our website, at which point a legally binding contract is formed between you and us on these terms.
- 4.4 If we do not accept your order, for example because we are unable to take payment, what you've ordered is unavailable, you are under 18 or live outside of the UK, or there has been a mistake regarding the pricing or description of the services or digital content, we will email you

using the details you provided when you placed your order. We have the right to reject any order for any reason.

4.5 We will assign an invoice number to your order which you will receive when you place your order. It will help us if you can tell us your invoice reference whenever you contact us about your order.

4.6 In respect of our EquaHUB membership platform, access will be granted by us upon payment of a monthly subscription. There is no minimum contract term and you can cancel your contract at any time by logging in to your account and selecting "Account" and following instructions.

## **5 Availability**

5.1 All orders are subject to availability.

5.2 We cannot guarantee that any services or digital content will be available at any given time. We also cannot guarantee that access to services or digital content will be uninterrupted, error free or secure. For example, access to digital content may be temporarily unavailable while we carry out maintenance or for other technical reasons.

5.3 In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop supplying certain services or digital content or we may need to change the location of delivery, the personnel who deliver the services or alter the content. If this happens and it affects your order, we will notify you by email, cancel your order and:

5.3.1 in respect of any affected services, provide you with a refund of any advance payments made by you for any affected services that have not yet been provided; and

5.3.2 in respect of any affected digital content, provide you with a full refund (including any delivery costs, if applicable).

## **6 Making changes to your order**

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order. Where your order relates to attendance at a physical event, we are not obliged to reschedule but may do so at our own discretion. You acknowledge that we may incur additional charges as a result and we will be entitled to recover these reasonable costs from you. You further acknowledge that our ability to reschedule will depend on the availability of places and that we shall, to the fullest extent permitted by law, have no liability to you in the event that no places are available.

## **7 Descriptions**

7.1 Descriptions of our services and digital content are set out on our site. Please read the descriptions carefully.

## **8 Technical requirements for digital content**

8.1 To download and use the digital content, your device needs to comply with the minimum technical requirements set out here: Excel 2016 (Office 365 version). Please read these carefully as you are responsible for making sure that your device meets these requirements.

8.2 You will need internet access to download the digital content and you are responsible for any charges you may incur in connection with your download.

8.3 We are not liable to you if you are unable to download the digital content due to a poor internet connection, because your device does not meet the minimum technical requirements, or for any other reason outside of our reasonable control.

## **9 Providing services**

9.1 We will provide the services at the time(s) and on the date(s) selected by you or within the period agreed with you during the order process.

9.2 For services provided over a period of time, any completion dates stated during the order process, or in your order acknowledgment or order confirmation emails, are estimates.

9.3 The services will be provided at the location or via the method specified by us when you placed your order.

9.4 In certain instances the services will be delivered online (typically via a video conference medium such as Teams or Zoom). Where this is the case, it is specified on our site or in the material that we sent you describing the services.

9.5 We will do all that we reasonably can to provide the services at the time(s) and date(s) or within the period agreed with you. If there might be a delay before we can start or restart the services, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).

9.6 Where a delay is caused by circumstances beyond our reasonable control, we will usually try to start or restart the services as soon as the issue causing the delay has been resolved. Please see clause 20 in respect of the remedies available to you in respect of circumstances caused by events beyond our control.

9.7 Seminars or webinars may be filmed and recorded without prior notice and unless you inform us otherwise before the event begins, you will be deemed that you have given us permission for any footage containing you to be used by us for commercial purposes.

9.8 You acknowledge that:

- (i) we do not (nor does any trainer, mentor, consultant, team member, agent or employee who is providing a course, mentoring or other training) provide financial, legal or accounting advice;
- (ii) we are not authorised by the Financial Conduct Authority or other body to do so and as such this does not form part of the contract between us;
- (iii) that the opinions and comments made by trainers, consultants and mentors (whether employed by us or not) are their own and do not represent or reflect our opinions or comments;
- (iv) any opinions or comments are followed at your own risk. You agree not to hold us responsible for any such opinions or claims.

9.8 We often use self-employed consultants to assist us in providing our services. They may offer you their professional services. If you decide to engage them, the contract will be between you and the consultant directly. In such circumstances, we do not guarantee any of the services

that you may contract for and it is your responsibility to undertake your own enquiries as to their credentials and their ability to assist you.

- 9.9 You acknowledge that all copyright, design right, trademarks and all other intellectual property rights in all materials (including but not limited to any drafts, drawings, PowerPoints or illustrations we make in connection with such materials) are owned by us or our licensors.

## **10 Delivery of digital content**

- 10.1 The digital content you purchase can be accessed following the log on instructions sent to you upon completion of your purchase]. Please note that, if you are a consumer, you lose your right to cancel your order once you start to download the digital content. See clause 16 below for more information on your cancellation rights.
- 10.2 If you do not own the device you use to download the digital content, you must obtain permission from the owner to download the digital content onto their device.
- 10.3 There is no limit on how many times you can download the digital content.
- 10.4 If you are having trouble downloading the digital content, please email us at [info@equaacademy.co.uk](mailto:info@equaacademy.co.uk)

## **11 Use of the digital content**

- 11.1 Any digital content we provide to you was designed for use in the UK. We cannot guarantee that the digital content is appropriate or will be available for use in locations outside of the UK. If you use the digital content outside of the UK, you are responsible for ensuring that you comply with any local laws.
- 11.2 In relation to the EquaiDA, it has been prepared to demonstrate one of a variety of methods that may be used to financially evaluate a commercial proposition. This spreadsheet may not produce accurate results particularly if the formulas embedded in the spreadsheet become corrupted or have been altered. The spreadsheet may produce inaccurate and unreliable results if the information entered into it by the user are entered incorrectly or are wrongly calculated in the first place. No one should take any commercial decisions solely on the results produced by using this spreadsheet. This is just one of a number of tools that may be used to assist you in your commercial decision-making process. Any investment, purchase or lending decision should be taken only after a full and in-depth analysis of all relevant factors and after taking all appropriate independent advice from property, financial or investment professionals who have an in-depth knowledge of the proposed transaction. The effectiveness of this spreadsheet has not been independently verified. No representation, warranty or undertaking (express or implied) is made, and no responsibility is accepted as to the accuracy or completeness of this spreadsheet and or the results that may be produced from the use of this spreadsheet.

## **12 Use restrictions/Intellectual Property**

- 12.1 If you are a consumer, any services or digital content are provided to you for your domestic and personal use only. You must not use our services or digital content for commercial, business or resale purposes.
- 12.2 If you are a business customer, any goods, services or digital content are provided to you for your internal business purposes only. You must not use our goods or digital content for resale

purposes, and any services you purchase must be for the purposes of your named business only and not for or on behalf of any third party.

12.3 Your use of any digital content is also subject to clause 11 above.

12.4 We shall own all intellectual property rights including copyright in the original work we have produced, including all design, digital information or digital products and bespoke software and generally asserts our moral rights to be identified as the author of such work. Copying or use of any material provided to you in connection with the services or digital content is not permitted without our express written permission.

### **13 Prices**

13.1 Prices for our goods, services and digital content are set out on our site. All prices are in pounds sterling (£)(GBP) and subject to VAT at the applicable rate.

13.2 Prices for our services and digital content may change at any time. Except as set out in clause 13.3 below, such changes will not affect existing orders.

13.3 If there has been an error on the site regarding the pricing of any of our services or digital content and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

### **14 Payment**

14.1 We accept all major credit cards and debit cards. All credit card and debit card payments need to be authorised by the relevant card issuer.

14.2 Any digital content you buy from us must be paid for in advance. We will take payment from your card before we send you your order confirmation email. In the case of digital content that has a minimum contract period of 12 months (which will be made clear at the point of purchase), we will take the 12 payments at approximately the same day on each month.

14.3 If you are buying services from us, we require an advance payment of the total cost for the services when you place your order. We will take this payment from your card before we send you your order confirmation email. In the case of services that have a minimum contract period of 12 months (which will be made clear at the point of purchase), we will take the 12 payments at approximately the same day on each month.

14.4 If we are unable to take payment from your card, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you to enable payment to be made in accordance with these terms, such non-payment will be treated as a breach of contract which will allow us to terminate the contract and demand immediate payment of the number of monthly installments that remain due. We will notify you by email of this.

### **15 Consumer cancellation rights**

**This clause 15 only applies to you if you are a consumer.**

15.1 Except in the circumstances listed in clause 15.2, you have the right to change your mind and cancel your order as follows:

15.1.1 in respect of orders for services or digital content, you have 14 days from the date of your order confirmation email to cancel your order.

15.2 You also lose your right to cancel in the following circumstances:

15.2.1 if you requested for us to start providing the services during the 14-day cancellation period and the services are fully performed during this period; or

15.2.2 once you start to download the digital content.

In the event that you do seek to cancel in circumstances where you have lost your right to cancel, you will be liable to pay all remaining instalments due for the period of the contract that you entered in to.

15.3 We will not provide any services during the 14-day cancellation period unless you request for us to do so by ticking the relevant box when you place your order. We are under no obligation to accept your request.

15.4 In the event that the circumstances in clause 15.2.1 and 15.2.2 do not apply, to cancel your order, please email us at [info@equaacademy.co.uk](mailto:info@equaacademy.co.uk). To help us process your cancellation more quickly, please include your invoice order number in the email or cancellation form you send to us.

## **16 Refunds if you cancel your order**

**This clause 16 only applies to you if you are a consumer.**

16.1 If you exercise your right to cancel under clause 15, we will provide you with a refund as soon as possible.

16.2 We will issue the refund no later than 14 days after the day on which you told us that you want to cancel.

16.3 Your refund will be subject to the following deductions:

16.3.1 if services have been provided during the 14-day cancellation period at your request (see clause 15.2), we will make deductions from any refund due to you for the services we provided up to the time that you told us that you want to cancel.

16.4 We will issue your refund to the same payment method you used when you placed your order.

16.5 If the right to cancel does not apply because of one of the circumstances listed in clause 15.2, you will not be entitled to a refund unless the services or digital content are faulty. See clause 18 below.

## **17 Faulty services or digital content—consumers**

**This clause 17 only applies to you if you are a consumer.**

17.1 Any digital content that we provide to you must be as described, fit for purpose and of satisfactory quality. Any services that we provide to you must be provided with reasonable care and skill.

- 17.2 We are under a legal duty to supply services and digital content that are in conformity with our contract with you.
- 17.3 If a service is not carried out with reasonable care and skill, you can ask us to repeat the service or to fix it, or get some money back if we cannot fix it.
- 17.4 If your digital content is faulty, you are entitled to a repair or a replacement. If the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience to you, you can get some, or all, of your money back.
- 17.5 If you can show that a fault in the digital content has damaged your device and we have not used reasonable care and skill, you may be entitled to a repair or compensation.
- 17.6 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 16 above. For more detailed information on your rights, go to <https://www.legislation.gov.uk/ukpga/2015/15/contents> (see section 34-36 in respect of digital content and section 49-52 in respect of services) or visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- 17.7 If there is a problem with any services or digital content you have purchased from us, please contact us as soon as reasonably possible.

## **18 Faulty services or digital content—business customers**

**This clause 18 only applies to you if you are a business customer.**

- 18.1 We warrant that any services you purchase will:
- 18.1.1 be performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and
  - 18.1.2 be free from material defects at the time the services are completed.
- 18.2 We warrant that any digital content you purchase will be free from material defects at the time it is purchased.
- 18.3 Subject to you complying with your obligations under clause 18.4, we will (in each case at our option):
- 18.3.1 remedy or re-perform or refund any services that do not comply with clause 18.1; or
  - 18.3.2 correct the errors in, or replace or refund, any digital content that does not comply with clause 18.2.
- 18.4 If there is a breach of clause 18.1 or clause 18.2, you must:
- 18.4.1 notify us by email to [info@equaacademy.co.uk](mailto:info@equaacademy.co.uk) within 7 calendar days from the date that the services are completed.
  - 18.4.2 provide us with sufficient information as to the nature and extent of the defects, including to enable us to reproduce the errors or investigate the defect;
  - 18.4.3 give us a reasonable opportunity to examine the defective goods or otherwise investigate the defect; and



- 18.4.4 return the defective goods to us at our expense.
- 18.5 If we provide you with a refund under clause 18.3:
- 18.5.1 you no longer have any rights to use the digital content; and
- 18.5.2 you must remove the digital content from any device and delete any copies.
- 18.6 Clause 18.3 sets out your sole and exclusive remedy for any breach of clauses 18.1 to 18.2.
- 18.7 Except as set out in this clause 18, we give no warranties and make no representations in relation to the services or digital content, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982, and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## **19 Events beyond our control**

- 19.1 We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.
- 19.2 An event outside our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 19.3 If an event outside our control takes place that affects the performance of our obligations under these terms:
- 19.3.1 We will contact you as soon as reasonably possible to notify you; and
- 19.3.2 Our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our performance of a seminar or webinar to you, we will rearrange the relevant event as soon as reasonably possible after the event outside our control is over.
- 19.4 In the event of a substantial delay in the fulfilment of the service or delivery of digital content, you may contact us and terminate the contract and request a refund.
- 19.5 Any cancellation under this clause in respect of an event outside our control shall discharge us and you from any liability for further performance of our agreement but shall be without prejudice to any rights or obligations which shall have accrued or become due between us and you prior to the date of termination.

## **20 Our liability to consumers**

**This clause 20 only applies to you if you are a consumer.**

- 20.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

- 20.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 20.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **21 Our liability to business customers**

**This clause 21 only applies to you if you are a business customer.**

21.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the amount of your payment to us for the service or digital content.

21.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

21.2.1 consequential, indirect or special losses; or

21.2.2 any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss or corruption of data;
- (c) loss or corruption of software or systems;
- (d) loss or damage to equipment;
- (e) loss of use;
- (f) loss of opportunity;
- (g) loss of savings, discount or rebate (whether actual or anticipated); or
- (h) harm to reputation or loss of goodwill.

21.3 Nothing in these terms will limit or exclude our liability for:

21.3.1 death or personal injury caused by negligence;

21.3.2 fraud or fraudulent misrepresentation; or

21.3.3 any other losses which cannot be excluded or limited by law.

## **22 Your information**

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** [available here](#) which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## **23 No third party rights**

No one other than us or you has any right to enforce any of these terms.

## 24 Complaints

24.1 If you are unhappy with us or the services or digital content we have provided to you, please contact us at [info@equaacademy.co.uk](mailto:info@equaacademy.co.uk)

24.2 If you are a consumer, our **Complaint Handling Policy** is [available here](#)

## 25 Governing law and jurisdiction

25.1 If you are a consumer, the laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

25.2 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

## 26 General terms

26.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

26.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

26.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms. If we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing.

26.4 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.

26.5 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.

26.6 **All notices and other communications** you send to us under our contract shall be in writing and shall be deemed to have been duly given: when delivered, if delivered in person at the specified address during normal business hours of the recipient, and on the third business day following posting, if posted by certified or registered mail, postage prepaid, in each case addressed as follows: 1 London Road, Ipswich, Suffolk, IP1 2HA For the attention of: Director

- 26.7 You will take all proper steps to keep confidential all confidential information which is disclosed to you or obtained by you pursuant to or as a result of our contract, and will not divulge the same to any third party except to the extent that any such confidential information becomes public through no fault on your part. Notwithstanding the foregoing, you shall be entitled to make any disclosure required by law, by a court or tribunal of competent jurisdiction or by any governmental or other regulatory authority. Notwithstanding the termination or expiry of our contract for whatever reason the obligations and restrictions in clause 27.7 shall be valid for a period of five years from the date of our contract.
- 26.8 Our contract shall not operate so as to create a partnership or joint venture of any kind between us.
- 26.9 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 26.10 We and you agree to use our best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to our contract or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations between us we agree to refer the matter to a mediator to be agreed between us and in the absence of agreement between us to a court of competent jurisdiction.