

Terms of Sale

These Terms of Sale set out the terms under which Paid Content, accessed via Subscriptions, is sold by Us to business customers through this website, www.mosshr.com ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before purchasing a Subscription. You will be required to read and accept these Terms of Sale when ordering a Subscription. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase a Subscription and access Paid Content through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;
"Contract"	means a contract for the purchase of a Subscription to access Paid Content, as explained in Clause 6;
"Data Protection Legislation"	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
"Paid Content"	means the digital content sold by Us through Our Site;
"Subscription"	means a subscription to Our Site providing access to Paid Content;
"Subscription Confirmation"	means Our email acceptance and confirmation of your purchase of a Subscription;
"Subscription ID"	means the reference number for your Subscription;
"User"	means a user of Our Site;
"We/Us/Our"	Means Moss HR Limited, a company registered in England under 11769991, whose registered address is Unit 9 Moat Farm Barns, Middlewood Green, Stowmarket, Suffolk IP14 5HG and whose main trading address is the same.

2. About Us

- 2.1 Our Site, www.mosshr.com, is owned and operated by Moss HR Limited, a limited company registered in England under 11769991, whose registered address is Unit 9 Moat Farm Barns, Middlewood Green, Stowmarket, Suffolk IP14 5HG and whose main trading address is the same. Our VAT number is 314571224.
- 2.2 We are members of The Chartered Institute of Personnel and Development (CIPD).
- 2.3 Please note that in relation to any purchases you make from us online, We are not able to give specific advice in relation to your business or individual circumstances. Our advice in relation to our online products and services is generic and provided solely for education purposes.

3. Accounts

- 3.1 Certain parts of Our Site (including the ability to purchase Paid Content from Us) may require an Account to access them.
- 3.2 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 3.3 You will be supplied a strong password for your Account. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at hello@mosshr.com. We will not be liable for any unauthorised use of your Account.

- 3.4 You must not use anyone else's Account.
- 3.5 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 16.
- 3.6 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access.

4. Business Customers

- 4.1 These Terms of Sale apply to business customers only. These Terms of Sale do not apply to individual consumers purchasing Paid Content for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession).
- 4.2 These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Subscriptions and Paid Content from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

5. Subscriptions, Paid Content, Pricing and Availability

- 5.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription.
- 5.2 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect your use of that Paid Content. However, if any change is made that would affect your use of the Paid Content, suitable information will be provided to you.
- 5.3 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.6 regarding VAT, however).
- 5.4 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, We will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Subscription at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If We do not receive a response from you within 7 days, We will treat your order as cancelled and notify you of this in writing.
- 5.5 If We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 11.1.
- 5.6 Prices on Our Site are shown exclusive of VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

6. Our Subscriptions

- 6.1 Our Site will guide you through the process of purchasing a Subscription. Before completing your purchase, you will be given the opportunity to review your details and amend them. Please ensure that you have checked your details carefully before submitting.
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We may contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your order does not mean that We have accepted it. Our acceptance is indicated by Us sending you a Subscription Confirmation. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract between Us and you.
- 6.4 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you.

7. Payment

- 7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process your order and send you a Subscription Confirmation.
- 7.2 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 7.3 We accept the following methods of payment on Our Site:
 - 7.3.1 Stripe;
- 7.4 If you believe that We have charged you an incorrect amount, please contact Us at hello@mosshr.com as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended if you have not downloaded or accessed the Subscription.

8. Provision of Paid Content

- 8.1 Paid Content appropriate to your Subscription will usually available to you within 24 hours and will continue to be available for the duration of your Subscription (including any renewals), or until the Contract is otherwise ended.
- 8.2 Whilst We do our best to keep the content accurate and up to date at all times, We are not liable for any inaccuracies in the content and You will take responsibility for validating the information you receive before taking any active steps to implement it within your business.
- 8.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
 - 8.3.1 To fix technical problems or to make necessary minor technical changes, as described above in sub-Clause 5.2;
 - 8.3.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements, as described above in sub-Clause 5.2; or

9. Licence

- 9.1 When you purchase a Subscription to access Paid Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content for commercial purposes. The licence granted to you does not give you any rights in Our Paid Content (including any material that We may licence from third parties).
- 9.2 The licence granted to you under sub-Clause 9.1 is subject to the usage restrictions and/or permissions in clause 10.2.

10. Intellectual Property Rights

- 10.1 All Content on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 10.2 Subject to sub-Clause 10.3 you may not reproduce, copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make available to the public except as permitted under the Copyright Designs and Patents Act 1988) distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 10.3 You may:
 - 10.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 10.3.2 Download Our Site (or any part of it) for caching;
 - 10.3.3 Print page(s) from Our Site;
 - 10.3.4 Download extracts from pages on Our Site; and
 - 10.3.5 Save pages from Our Site for later and/or offline viewing.
- 10.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 10.5 You may not re-use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or Our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site whether by business users or consumers.
- 10.6 Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the

incidental inclusion of copyright material.

11. Ending Your Subscription

- 11.1 You may cancel your Subscription at any time, however We cannot offer any refunds and you will continue to have access to the Paid Content for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
- 11.2 There is no right of refund on the product you have purchased. Sales are final. In the case of a digital product which is purchased online, you do have fourteen (14) days in which to cancel the purchase of the product and ask for a refund in accordance with statutory rights (cooling off period), but please note that this is only applicable if you have not downloaded or accessed the product within that 14-day period.
- 11.3 If You are not happy with your product or purchase you may contact us within 30 days of purchase and provide feedback and reasons, in which case We may be willing to make a discretionary refund based upon the individual facts of the situation. You will be asked to give full details upon which We can make this decision.

12. Our Liability

- 12.1 Subject to sub-Clause 12.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 12.2 Subject to sub-Clause 12.3, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the purchase price paid by you for the Subscription.
- 12.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

13. Events Outside of Our Control (Force Majeure)

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

14. Communication and Contact Details

- 14.1 If you wish to contact Us with general questions or complaints, matters relating to the Paid Content or your Subscription, you may contact Us by telephone at 01449 708999, by email at hello@mosshr.com, or by post at Unit 9 Moat Farm Barns, Middlewood Green, Stowmarket, Suffolk, IP14 5HG.

15. Complaints and Feedback

- 15.1 We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that your experience as a client of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 15.2 If you wish to give Us feedback on any aspect of your dealings with Us, please contact Us at hello@mosshr.com.

16. How We Use Your Personal Information (Data Protection)

- 16.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder please refer to Our Privacy Policy <https://www.mosshr.com/privacy-policy>.
- 16.2 You acknowledge and understand that We will need to collect certain personal information from you in relation to the purchase you are making, and you grant us permission to do so. We will comply with the requirements of the Data Protection Act 2018 in this regard. If you have any questions please contact Our Data Protection Lead, Joanne Moss at hello@mosshr.com.

17. Other Important Terms

- 17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.

- 17.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 17.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them.

18. Law and Jurisdiction

- 18.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 18.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.