
TERMS OF SALE OF PAID CONTENT

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms and conditions under which Paid Content (content that has to be paid for to gain access, download and hold usage rights) is sold by Us through this website www.systemicleadershipinstitute.org ("Our Site") to customers, whether they are individual consumers or organisations such as commercial business companies, non-business bodies, governments, consultancies, universities, partnerships, institutions, NGOs, publishers, thinktanks, regulators, public-sector organisations or voluntary and charity-sector organisations. This list is indicative and not exhaustive.

Please read these Terms of Sale carefully and ensure that you understand them before purchasing Paid Content from our site. You will be required to read and accept these Terms of Sale when ordering from this site. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to access, purchase or use Paid Content through Our Site. These Terms of Sale, the Paid Content, and any and all Contracts are provided 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 meanings given below:

"Contract"	means any contract entered into for the purchase of Paid Content, as explained in Clause 6;
"Paid Content"	means the digital content sold by Us through Our Site;
"We/Us/Our"	means the Institute for Systemic Leadership, based at Jumps House, Jumps Road, Churt, Surrey GU10 2LB United Kingdom.

2. Information About Us

2.1 Our Site, www.systemicleadershipinstitute.org, is operated by the Institute for Systemic Leadership, which is owned by Prometheus Consulting.

3. Age Restrictions

You may only purchase and access Paid Content through Our Site if you are at least 16 years of age.

4. Access to and Use of Our Site

4.1 Access to Our Site is free of charge.

4.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

4.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We

will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4.4 Use of Our Site is subject to Our Website Terms of Use, a copy of which can be downloaded from the footer link on this website. Please ensure that you have read them carefully and that you understand them.

4.5 These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of 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. Paid Content, Pricing and Availability

5.1 We may from time to time change Our prices. Changes in price will not affect any purchases that you have already made or order placed but will apply to any subsequent renewal or purchase.

5.2 Minor changes and updates may, from time to time, be made to certain Paid Content. These changes will not alter the main characteristics of the Paid Content and should not normally affect your use of that Paid Content.

5.3 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to you before you purchased your access to the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.

5.4 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.

5.5 Prices on Our Site are shown inclusive of any taxes. Currently, no taxes are due on these digital products while they remain below the relevant sales tax threshold. If the regulations change, the price of Paid Content will display any sales tax. In all and any taxation matters, purchasers are responsible to the taxation authority in the country in which they normally reside or are registered.

6. Orders – How Contracts Are Formed

6.1 Our Site will guide you through the process of purchasing Paid Content. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it and making payment.

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 will contact you to ask you 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 an item 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 Confirmation by

email. Only once We have sent you a 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. Normally, no payment will be taken under such circumstances. If We have taken payment, any such sums will be refunded to you as soon as possible and in any event within 30 days of the day on which the event triggering the refund occurs.

7. Purchasers

7.1 Before beginning their purchasing activity in the Site's shop, purchasers are required to pre-identify themselves as either a Personal Shopper who is self-employed and paying from their own pocket, or as a Corporate Shopper who is an employee of an organisation using that organisation's budget to make their purchase.

7.2 Once you are in the Site's shop you will buy items according to your shopper category and will not combine items from both categories.

7.3 You will be charged for items you wish to purchase at the rate for your shopper category.

8. Reproduction and Usage Rights

8.1 Resources bought and downloaded directly from the website or from an email attachment may be reproduced by the purchaser for the use, study and education of the purchaser and work unit colleagues, provided that its authorship and source is attributed to the Institute for Systemic Leadership.

8.2 The purchased Paid Content cannot be distributed *en masse* across large divisionalised organisations or to all an organisation's managers beyond the purchaser's work unit and area of responsibility.

8.3 To indicate to whom permission is granted, your name as the purchaser is shown on the bottom of each purchased resource pdf.

8.4 A purchaser whose purpose is to use the resources commercially directly with that purchaser's fee-paying clients, or with the purchaser's organisation's fee-paying clients, must purchase from the Site's shop an annually renewable Extended Use Licence.

8.5 The purchaser must buy this renewable Extended Use Licence annually for as long as such use is intended by the purchaser or the purchaser's organisation.

8.6 The Institute's resources may not be bought and re-sold for commercial gain.

9. Payment

9.1 Payment for Paid Content must always be made in advance. Your chosen payment method will be charged when we process your order and send you a Confirmation (this usually occurs immediately and you will be shown a message confirming your payment).

9.2 We accept the following methods of payment on Our Site:

9.2.1 Credit / Debit Cards

9.3 If you believe that We have charged you an incorrect amount, please contact Us at sales@systemicleadershipinstitute.org as soon as reasonably possible to let us know. You will not be charged for Paid Content while availability is suspended.

10. Provision of Paid Content

10.1 Paid Content will be available to you immediately when We send you a Confirmation. 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:

10.1.1 To fix technical problems or to make necessary minor technical changes;

10.1.2 To update or make significant changes to the Paid Content.

11. Licence

11.1 Subject to your Reproduction and Usage Rights in Clause 8, when you purchase Paid Content We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content. The licence granted to you is subject to the following restrictions

11.1.1 The licence granted to you does not give you any rights of ownership in Our Paid Content (including any material that We may license from third parties).

11.1.2 Except where you have been granted certain additional reproduction and usage relaxations purchased in an Extended Use Licence under sub-Clauses 8.4 and 8.5, you may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public.

11.1.3 Any reproduction and usage rights can only be exercised as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

12. Problems with the Paid Content

12.1 By law, We must provide digital content that is of satisfactory quality, fit for purpose, and as described. If any Paid Content available through your order does not comply, please contact Us at sales@systemicleadershipinstitute.org as soon as reasonably possible to inform Us of the problem.

13. Our Liability

13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

13.2 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a customer.

13.3 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.

13.4 Subject to sub-Clause 12.1, 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 100% of the total sums paid by you under the contract in question.

14. Contacting Us

14.1 If you wish to contact Us with general questions or complaints, you may contact Us by email at info@systemicleadershipinstitute.org, or by post at Jumps House, Jumps Road, Churt, Surrey GU10 2LB United Kingdom.

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

15.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act, and the European Union General Data Protection Regulation.

15.2 We may use your personal information to:

15.2.1 Provide Paid Content to you;

15.2.2 Process your payment; and

15.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.

15.3 We will not pass on your personal information to any third parties unless the law requires it.

16. Other Important Terms

16.1 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, the Site's News and Announcements and its Terms of Sale would make this information available. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

16.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract) without Our express written permission.

16.3 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.

16.4 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.

16.5 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.

16.6 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 purchases We will give you reasonable notice of the changes through this Site.

17. Law and Jurisdiction

17.1 These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

17.2 If you are a non-business consumer, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

17.3 If you are a business user, any disputes concerning these Terms of Use, 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.