

1. Interpretation

1.1 In these Conditions:

“the Appointed Date(s)” means the date or dates upon which the Services shall be provided.

“the Company” means Nicholson Solutions Limited a company incorporated under the Companies Acts with Company Number SC219816 and having its registered office at Brodiach, Kingswells, Aberdeen, AB15 8QS.

“the Conditions” means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company.

“the Contract” means the contract for the provision of the Services as constituted by these Conditions and the Sign Up Form and in the case of conflict these Conditions will rank in order of precedence.

“the Customer” means any person who accepts the Terms and Conditions of the Company and places an order for the Services by completing the Sign Up Form.

“Intellectual Property Rights” means any and all patents, copyright, registered or unregistered design rights, trademarks, trade names, goodwill, know-how, or other intellectual property rights.

“the Price” means the subscription fee to be paid by the Customer to the Company in consideration of the provision of the Services as set out in the Sign Up Form but subject always to Condition 4.

“the Services” means the personal computer skills training services which the Company is to provide via the Customer’s internet connection and telephone in accordance with these Conditions and as are more particularly described on the Website.

“the Sign Up Form” means the sign up form located on the registration page of the Website in terms of which the Customer must select the “I Agree to the Terms and Conditions” checkbox before placing any order for the provision of Services.

“the Website” means the Company’s website located at www.runawaymouse.com

“Writing” is a reference to the means of communication set out in the notice Condition 14.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 Unless the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any one gender include all genders; and words denoting persons include firms and corporations and vice versa.

2. The Company’s Undertaking

2.1 In consideration of the payment of the Price by the Customer the Company undertakes to provide the Services subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the Customer and the Company.

2.3 The Company’s employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4 Any typographical, clerical or other error or omission in any website, literature, order, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Sign Up Forms and Specifications

- 3.1 No Sign Up Form completed by the Customer shall be deemed to be accepted by the Company unless and until the Customer accepts these Terms and Conditions.
- 3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any information given on the Sign Up Form submitted by the Customer.
- 3.3 The description of and any specification for the Services shall be as set out on the Website.
- 3.4 No Sign Up Form which has been submitted by the Customer may be cancelled by the Customer except with the agreement in Writing of the Company.

4. Price

- 4.1 The Price for the Services shall be the Company's quoted price as set out in the Sign Up Form, which will be a fixed agreed price and shall be payable in accordance with Condition 4.3.
- 4.2 The Price is inclusive of any applicable value added tax and shall be paid by the Customer in Pounds Sterling unless otherwise agreed by the parties.
- 4.3 The Price shall be immediately due and payable by the Customer to the Company on completion by the Customer of the Sign Up Form and acceptance of these Conditions.

If the Price is not paid by the Customer immediately after completion of the Sign Up Form, the Company shall be entitled (but not obliged) to cancel the Contract without any liability to the Customer.

5. Performance of the Services

- 5.1 The Company will perform the Services on the Appointed Date(s) agreed with the Customer and as set out in the Sign Up Form.
- 5.2 On completion of the Sign Up Form, the Customer will be allocated a time on the Appointed Date when the Services will be performed. It is the Customer's responsibility to telephone the Company at the agreed time on the Appointed Date. The Company shall not be liable for any failure or delay in performing the Services caused by the failure of the Customer to call at the agreed time. The Company undertakes to have personnel available to take the call and perform the Services at the agreed time on the Appointed Date and in the event that the Customer calls up on time but the Company does not have personnel available to take the call, then the Company shall repay the Price to the Customer. If the Customer calls after the agreed time on the Appointed Date but before the time allocated for performance of the Services has passed, then the Company will still perform the Services but the Customer's session will end at the time originally agreed for the training session to end.

6. The Customer's obligations

- 6.1 The Customer undertakes to the Company throughout the term of the Contract between the parties:
 - 6.1.1 to grant the Company such access, to make available and supply all documentation and other information reasonably required for the Company to perform the Services;
 - 6.1.2 to provide the Company with the Customer's session number to enable the Company and its employees or subcontractors to gain remote access to the Customer's computer in order to perform the Services on the Appointed Date;
 - 6.1.3 where the Company attempts to connect to the Customer's computer on the Appointed Date the Customer shall allow the connection to remain open but this obligation shall only apply while the Customer is on the phone with the Company's personnel.

7. The Company's Warranty

- 7.1 The Company warrants and undertakes to the Customer to perform the Services with reasonable care and skill.
- 7.2 In the course of performing the Services, the Company and its employees or subcontractors will make various statements and give recommendations. The Company will use its reasonable efforts to give proper recommendations throughout the training programme but to the maximum extent permitted by law, no reliance can be placed by the Customer on the statements or recommendations so given.

8. Third Party Providers

- 8.1 Whereas the Company will rely on third party's telecommunication providers in order to perform the Services, they will take reasonable steps to provide a suitable service to enable connections but the Company will not have any liability for loss of connections.
- 8.2 Certain hypertext links on the Company's Website lead to other websites, which are not under the control of the Company. When the Customer activates any of these links, they leave the Company's Website. The Company accepts no responsibility or liability for any material on any website which is not under the control of the Company.
- 8.3 The Customer will require to download software from the Company's Website to enable the Company to perform the Services. The software so provided to the Customer will not be proprietary to the Company but the Customer acknowledges that such software will be subject to the licence and the Customer will be bound by the conditions set out in any third party's licence agreement.

9. Limitation of Liability - IMPORTANT

The Customer's attention is in particular drawn to the provisions of this Condition 9.

- 9.1 The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its agents, employees or sub-contractors) to the Customer in respect of:
 - 9.1.1 any breach of its contractual obligations under this Contract; and
 - 9.1.2 any representation, statement, act or omission including negligence (but excluding any of the same made fraudulently) arising under or in connection with this Contract.
- 9.2 Any act or omission on the part of the Company or its employees, agents or sub-contractors falling within Condition 9.1 above shall for the purposes of this Condition 9 be known as an "Event of Default".
- 9.3 The Company's liability to the Customer for damage suffered by the Customer as a result of any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982 shall not be limited.
- 9.4 Subject to the provisions of Condition 9.3 above, the Company's entire liability in respect of any Event of Default shall be limited in damages to the Price payable for the Services.
- 9.5 The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
 - 9.5.1 power failure or breakdown of the Customer's computer;
 - 9.5.2 loss of Internet Service Provider or telecommunications connection.

10. Termination

- 10.1 This Contract may be terminated:
 - 10.1.1 by either party upon giving not less than 7 days notice to the other and if such notice is given, the Customer will pay the Price due for the Services up to the expiry of the notice period;
 - 10.1.2 forthwith by the Company if the Customer fails to pay the Price in accordance with Condition 4.3;
 - 10.1.3 forthwith by the Company if the Customer commits any material breach of contract or in any way abuses or harasses the Company's employees or subcontractors;
- 10.2 Any termination of the Contract pursuant to this Condition 10 shall be without prejudice to any other rights and remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

11. Intellectual Property

The Customer acknowledges that any and all Intellectual Property Rights which are developed, subsisting or used by the Company in the performance of the Services or in any information set out on the Company's Website shall remain the exclusive property of the Company.

12. Confidentiality

12.1 Each of the parties to this Contract undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the entering into of this Contract save that which is:

12.1.1 trivial or obvious;

12.1.2 already in its possession other than as a result of a breach of this Condition; or

12.1.3 in the public domain other than as a result of a breach of this Condition.

12.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Condition 12.1 above by its employees, agents and sub-contractors.

13. Waiver

The waiver by either party of a breach or default of any of these Conditions by the other party shall not be construed as a waiver of any succeeding breach of the same or other Conditions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

14. Notices

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class post or by email to the address or email address of the other party set out in the Sign Up Form (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery, (if sent by post) upon the expiration of 48 hours after posting and (if sent by email) upon the expiration of 12 hours after dispatch.

15. Assignment

The Company shall be entitled to sub-contract all or any part of the Services to a sub-contractor.

16. Data Protection

16.1 The Company respects the personal information of its Customers and undertakes to comply with applicable data protection legislation from time to time in place.

16.2 The Company confirms that any personal details which the Customer provides to the Company (or which are available on public registers) from which the Company can identify the Customer are held in accordance with the Company's Data Protection Registration Notification. When the Customer places an order for the provision of Services, the Company considers the information provided by the Customer as private. The Company may use the information for the following purposes:-

16.2.1 performing the Services;

16.2.2 for statistical purposes to improve the Services given to Customers;

16.2.3 to administer the Company's business; and

16.2.4 unless the Customer has already objected, to notify the Customer of products or services that may be of interest to the Customer.

17. Law

This Contract shall be governed by the laws of Scotland.