

Surviving Economic Abuse Event and E-Learning Terms and Conditions

These terms and conditions (the “**Terms**”) set out below apply solely to the purchase and use of online E-Learning courses provided by Surviving Economic Abuse. These Terms apply to both individual learners and organisational customers except where a distinction is expressly stated.

Please ensure that you have read and understood these Terms before making any booking or purchase.

If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details below.

1 About Us

1.1 Charity details: Surviving Economic Abuse (“**SEA**”, “**we**”, “**us**”) is a company limited by guarantee registered in England and Wales with company number CE010953 and a registered charity in England and Wales with charity number 1173256. Our registered office is at 483 Green Lanes, London, N13 4BS.

1.2 Contacting us: If you have any questions about these Terms or any purchases you have made, please contact us by emailing; training@survivingeconomicabuse.org.

1.3 Website: You can find everything you need to know about us and our training services on our [Website](#). You can find our Website Privacy Policy [here](#). Purchases of E-Learning are arranged directly with SEA and are subject to these Terms.

1.4 We will provide you with key information relating to the E-Learning, including these Terms, in writing before you make payment and are bound by the contract.

2 Definitions and Scope

2.1 **“Booking Form”** means SEA’s written confirmation of an order for E-Learning (including, where applicable, a SCORM Package), whether described as a quotation, booking confirmation or written confirmation, which sets out the agreed scope, licence period, number of authorised users and any other terms specific to that order;

2.2 **“Customer”** means either (a) an Individual Consumer; or (b) an Organisation purchasing licences for its staff, contractors or other authorised users;

2.3 **“E-Learning”** means any digital course, module, video, resource, or other digital content delivered online by SEA; including any “SCORM Package”, being a packaged digital version of SEA’s E-Learning content provided to an Organisation for hosting and delivery through its own Learning Management System (LMS), where expressly agreed by SEA in writing;

2.4 **“Individual Consumer”** means a natural person acting wholly or mainly outside the scope of any business, trade or profession, purchasing E-Learning for their own personal use;

2.5 **“Organisation”** means any company, partnership, public body, charity or other entity purchasing licences for use by its staff, contractors or other authorised users in the course of their work;

2.6 **“SCORM Package”** means Sharable Content Object Reference Mode package; and

2.7 **“Working Day”** means any day other than a Saturday, Sunday, or public holiday in England.

2.8 These Terms apply only to E-Learning and do not apply to in-person training, webinars, workshops, or other live events.

3 Description of the E-Learning

3.1 The E-Learning is provided for educational, awareness-raising and professional development purposes. It draws on SEA's expertise and experience in relation to economic abuse and is intended to support learners in developing their knowledge, understanding and professional practice. The E-Learning does not, however, constitute advice in relation to any specific individual or case. Where a learner is dealing with an individual case that requires legal, financial, safeguarding, therapeutic or other specialist advice, they should seek appropriate advice from a suitably qualified professional.

3.2 The E-Learning is not a crisis or emergency service. If you or someone else is at immediate risk of harm, you should contact the emergency services or relevant support services in your area.

3.3 To access, view, or download the digital content, you are responsible for:

- a) maintaining a stable and sufficient internet connection; and

b) ensuring that your device meets minimum system requirements.

4 Fees and payment

4.1 E-Learning fees will be confirmed in SEA's quotation, booking confirmation or other written correspondence before payment is made.

4.2 All E-Learning must be paid for upfront before access can be provided.

4.3 SEA reserves the right to refuse access or cancel a purchase if payment is not made in accordance with these Terms

4.4 You confirm that you are authorised to make payments.

5 Access, Activation and Licence Period

5.1 Access to the E-Learning platform and course(s) is not provided instantly. However, account set up will begin at point of payment.

5.2 SEA will activate access and provide login credentials within 5 Working Days of receiving full payment. If you are an Individual Consumer, you have certain additional rights as set out in Clause 7 of these Terms.

5.3 Unless we agree otherwise in writing, your access to the E-Learning is for a period of 12 months from the date when access is activated and not from the date of purchase. Where an Organisation purchases access for a period exceeding 12 months, this does not extend the access period for any individual user beyond 12 months unless expressly agreed otherwise by SEA in writing. Where SEA agrees to provide an Organisation with a SCORM Package, the licence period and permitted number of users will be specified in the Booking Form.

5.4 You do not acquire any ownership of the E-Learning or a right to access it after the access period ends.

5.5 If you are an Individual Consumer, the licence is for your use only. If you are an Organisation, SEA's written confirmation will set out the number of licences purchased and any access time limitations.

5.6 E-Learning licences are valid only for the number of users purchased and may not be exceeded. If you are an Organisation, you are responsible for ensuring that only your authorised personnel use those licences. Please refer to Clause 6 for further information on our licence restrictions.

6 Licence Restrictions and Login Security

6.1 Each E-Learning licence is for one named individual only. Where an Organisation has purchased an enterprise licence or SEA has agreed to provide a SCORM Package for

hosting on the Organisation's own Learning Management System (LMS), the permitted number of users and any alternative arrangements for allocating access will be as specified in the Booking Form.

6.2 Licences and certificates are personal to that individual, are non-transferable and cannot be reassigned once access to the relevant course is activated.

6.3 Sharing or attempting to share login credentials is prohibited. Organisations are responsible for ensuring their staff maintain login security and do not share accounts.

6.4 Organisations must ensure licences are assigned correctly before activation.

6.5 If we reasonably suspect unauthorised access, sharing of accounts or other misuse, SEA may suspend or terminate access without refund.

6.6 Nothing in this clause affects any statutory rights you may have as an Individual Consumer.

7 Cooling-Off, Refunds and Cancellations

Cooling-Off (Individual Consumers only)

7.1 Before making payment, Individual Consumers will be provided with these Terms. By making payment, you confirm that you have read and accepted these Terms. SEA will activate access to E-Learning within 5 Working Days of receiving full payment and begin providing digital content during the 14-day cancellation period. Individual Consumers acknowledge that, once access to the E-Learning has been activated, you will no longer have the right to cancel your purchase of the E-Learning.

7.2 Individual Consumers, may cancel E-Learning purchases by emailing training@survivingeconomicabuse.org before access to the E-Learning has been activated.

7.3 This does not affect the rights you have if the E-Learning is faulty.

Refunds (all Customers)

7.4 Save as described in the Cooling-Off section above for Individual Consumers, and except where you have a legal right to a refund or price reduction, for example where the E-Learning is faulty or not as described:

- a) If you are an Individual Consumer, no refund will be available once access to the E-Learning has been activated; and
- b) If you are any other Customer, no refund will be available once payment has been made.

7.5 No refunds are issued where a learner

- does not complete the course;

- does not use the course;
- cannot access the course due to issues with their own device, system, or connection; or
- fails to use the course before access expires.

7.6 Unused licences will expire automatically at the end of the access period and are non-refundable.

7.7 If you are an Individual Consumer, nothing in these Terms affects your statutory rights. If the E-Learning content is defective or not as described, you may be entitled to a repair, replacement or refund.

8 Platform Availability and Technical Issues

8.1 E-Learning access may be temporarily interrupted due to maintenance, technical issues or third-party service failures outside SEA's control.

8.2 Access is provided on an "as-is" basis. If you are an Individual Consumer nothing in these Terms limits or excludes our obligation to provide the E-Learning with reasonable care and skill or your legal rights where the digital content is faulty or not as described.

8.3 SEA may extend course access at its discretion in the event of significant outages but will not issue refunds.

8.4 If you experience any issues accessing your E-Learning course(s), you should contact our customer service team using the details provided at the top of these Terms.

8.5 SEA reserves the right to update, amend or withdraw E-Learning content or platform features at its discretion. We let you know at least 30 days in advance of any changes taking effect.

9 Intellectual Property and Use of Materials

9.1 All E-Learning content, materials, documents, graphics, videos, assessments and associated resources ("Media") remain the property of SEA or its licensors.

9.2 Customers must not download, copy, record, reproduce, share, upload, modify, reverse engineer, scrape, extract or otherwise distribute Media except where expressly permitted in writing by SEA such as where SEA has agreed to provide an Organisation with a SCORM Package or other digital course files for hosting within an Organisation's own Learning Management System (LMS). Such use will be subject to a separate written licensing agreement within the Booking Form provided by SEA.

9.3 This includes but is not limited to:

- Screen recording,
- Saving or exporting content,
- AI scraping or data extraction,
- Uploading content to internal systems. This does not prevent an Organisation from hosting a SCORM Package or other digital course files for hosting within an Organisation's own LMS, such use will be subject to a separate written licensing agreement within the Booking Form provided by SEA.
- Using content to create training for others
- Training third parties using SEA content.

9.4 SEA grants Customers a non-exclusive, non-transferable licence to access the E-Learning content solely for personal (in the case of Individual Consumers), internal (in the case of Organisations) or educational (in the case of all Customers) use during the access period.

9.5 Completion certificates confirm participation or successful completion only and do not constitute a professional accreditation unless explicitly stated.

9.6 Where SEA agrees in writing to provide an Organisation with a SCORM Package for hosting on its own Learning Management System (LMS), the Organisation is granted a limited, non-exclusive, non-transferable licence to host and deliver the E-Learning for the agreed licence period and number of authorised users, subject to the following conditions:

9.6.1 The SCORM Package must only be hosted on the Organisation's approved internal LMS and made accessible to authorised users within the agreed licence.

9.6.2 The Organisation must not modify, reproduce, extract, redistribute, sublicense or share the SCORM Package with third parties without SEA's prior written permission.

9.6.3 The Organisation is responsible for maintaining appropriate access controls to prevent unauthorised use, copying or distribution of the content. The Organisation must, on SEA's reasonable request, provide evidence of usage of the SCORM Package, including information reasonably required by SEA to verify compliance with the agreed number of authorised users.

9.6.4 Where SEA provides material updates to the E-Learning, the Organisation agrees to replace outdated versions within a reasonable period, as notified by SEA.

9.6.5 Upon expiry or termination of the licence, the Organisation must cease delivery of the E-Learning and remove the SCORM Package from its active systems. Any retained copies must not remain accessible for learning or training purposes.

9.6.6 All intellectual property rights in the SCORM Package and associated materials remain the property of SEA or its licensors. Permission to host the content does not transfer ownership or grant any additional rights beyond those expressly agreed.

9.7 Where SEA agrees to adapt or co-create E-Learning content with an Organisation, the following conditions will apply:

9.7.1 Minor modifications: Any amendments, adaptations or customisations to SEA's existing E-Learning content, including lessons, exercises, examples, branding or terminology, will remain the intellectual property of SEA, unless expressly agreed otherwise in writing.

9.7.2 New co-created content: Where an Organisation commissions and pays for the development of new lessons, exercises or other E-Learning materials, ownership of the newly created content will be agreed between SEA and the Organisation in advance and expressly confirmed in SEA's Booking Form. Depending on the agreed arrangement, intellectual property rights may either:

- Remain with SEA, allowing SEA to incorporate the content into its wider E-Learning offer and make it available to other customers; or
- Be assigned to the commissioning Organisation upon receipt of full payment, allowing the Organisation to use the bespoke content for its own purposes, subject to any agreed restrictions and SEA's retained rights in pre-existing materials.

- 9.7.3 Where ownership is not expressly agreed otherwise in writing, all intellectual property rights in newly developed content will remain with SEA
- 9.7.4 Existing SEA materials: Ownership of any pre-existing SEA content, intellectual property, methodologies, frameworks or materials incorporated into co-created content will remain with SEA. Where necessary, SEA grants the Organisation a non-exclusive licence to use these elements as part of the agreed E-Learning product for the duration and purposes specified in the Booking Form.
- 9.7.5 Restrictions on modifications: Organisations must not independently amend, adapt, extract or repurpose SEA's existing E-Learning content, including where delivered as a SCORM Package, without SEA's prior written consent.
- 9.7.6 Any specific arrangements relating to ownership, permitted use or further development of co-created content will be confirmed in SEA's Booking Form.

10 Nature of Digital Content

10.1 If you are an Individual Consumer, you have certain legal rights in relation to the nature of E-Learning (also known as 'statutory rights'). The E-Learning that we provide to you must be as described, fit for purpose and of satisfactory quality.

10.2 We are under a legal duty to supply digital content that is in conformity with this contract. When we supply the E-Learning:

- we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content;
- we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our website; and
- you acknowledge that there may be minor errors or bugs in it.

11 Faulty Digital Content

11.1 If you are an Individual Consumer, your legal rights in relation to faulty digital content (also known as 'statutory rights') are set out in Clause 7.7. They are a summary of some of your key rights. For more detailed information on your rights, if the E-Learning is faulty and what you should expect from us, please:

- visit our Website set out at the top of these Terms and locate the relevant support;
- contact us using the contact details at the top of these Terms; or

- visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.

12 Personal Data

12.1 Your privacy and personal information are important to us. SEA will process personal data in accordance with applicable data protection law and its Privacy Statement ([Privacy statement - Surviving Economic Abuse](#)), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

12.2 Data may be processed by third party E-Learning platform providers on SEA's behalf for the purpose of providing access and tracking progress.

12.3 Where E-Learning is delivered via a third-party provider (e.g. Articulate 360), personal data may be processed by that provider under UK data protection law and in accordance with its own terms (articulate.com).

13 Liability

13.1 SEA will deliver E-Learning with reasonable care and skill.

13.2 E-Learning content is provided for educational purposes only and does not constitute advice.

13.3 SEA's liability is limited to the E-Learning fees paid for the relevant E-Learning licences in the 12-month period before the event giving rise to the claim.

13.4 SEA is not liable for indirect or consequential losses, including loss of profit, business, data or anticipated savings.

13.5 SEA is not liable for access issues resulting from the Customer's own systems, equipment or internet connection.

13.6 Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under the law of England and Wales, including your statutory rights as an Individual Consumer in relation to digital content.

14 Termination

14.1 We may terminate the Terms with immediate effect by giving written notice if the Customer commits a material breach of these Terms and, where that breach can be put right, does not do so within 14 days after receiving written notice asking it to be remedied.

14.2 SEA may also terminate or suspend your access to the E-Learning immediately if we reasonably consider that you (or, for Organisations, your staff) have seriously or repeatedly misused the E-Learning, for example by sharing login details, copying or distributing our materials, or otherwise breaching the licence terms.

14.3 On termination of the Terms for any reason, your licence to access the E-Learning will end and you must stop using it. We may deactivate your account and revoke access.

15 Miscellaneous

15.1 **Variation:** No variation of these Terms is valid unless agreed in writing by SEA.

15.2 **Assignment:** Neither party may assign its rights under these Terms without written consent from the other.

15.3 **No Partnership:** Nothing in these Terms creates any partnership, joint venture or agency relationship.

15.4 **Third party rights:** No one other than a party to this contract has any right to enforce any term of these Terms.

15.5 **Disputes:** We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the E-Learning, our service to you or any other matter, please contact us as soon as possible using the contact details set out at the top of these Terms.

15.6 **Complaints Handling:** Our Complaint Handling Policy can be accessed [here](#)

15.7 **Governing Law:** These Terms and all non-contractual obligations arising from them are governed by the law of England and Wales. If you are an Individual Consumer and are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

15.8 **Jurisdiction:** All parties submit to the 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.