

Jessanol Limited – Terms & Conditions (v5.1)

Effective Date: 1.8.25

These Terms and Conditions ("Terms") apply to all services and products provided by Jessanol Limited (company number 16260123), whose trading address is The Cherries, Station Road, Claverdon CV35 8PH ("Jessanol", "we", "us", "our"). By placing an order, you ("you", "your") agree to be bound by these Terms.

1. Definitions

- 1.1 **Services:** Includes (i) course creation and development, (ii) consultation services, and (iii) fractional services, as described in these Terms.
 - 1.2 **Digital Products:** Templates, tools, guides, and self-paced courses available for purchase.
 - 1.3 **Order:** The agreement between you and us for the supply of services or products, confirmed in writing or via the Jessanol portal.
 - 1.4 **Price:** The price payable by you for the services or products, as confirmed in writing.
 - 1.5 **Deposit:** Any non-refundable deposit payable by you at the time of placing an order.
 - 1.6 **Balance:** The Price less the Deposit.
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2. Application of Terms

- 2.1 These Terms supersede all prior agreements. Any variation must be agreed in writing.
- 2.2 These Terms apply to **business-to-business transactions only**. You acknowledge that you are not a consumer and therefore consumer protection legislation, including statutory cooling-off rights, does not apply.

3. Payment & Expenses

- 3.1 All payments are due in accordance with the payment terms set out in the relevant service sections below.
- 3.2 Payment may be made by bank transfer or Stripe. Bank transfers are free of charge; card payments via Stripe may incur a 1.4% processing fee.
- 3.3 Late payments may incur interest at 3% above Barclays Bank plc base rate, accruing daily until settled.
- 3.4 Accounts unpaid 40 days after invoice date may result in suspension of services.
- 3.5 All prices are in GBP and exclusive of VAT. Jessanol is not VAT registered.
- 3.6 Quotations are valid for a period of 30 (thirty) days. We reserve the right to alter or decline to provide a quotation after the expiry of the 30 (thirty) days.
- 3.7 Where services are delivered at your premises or another agreed location, reasonable travel, accommodation, and subsistence expenses incurred by Jessanol will be chargeable in addition to the agreed fees. Such expenses will be discussed in advance and invoiced at cost. Standard mileage will be charged at HMRC rates in force at the time of travel.
- 3.8 Where travel exceeds one (1) hour each way from Jessanol's trading address, travel time will be chargeable at Jessanol's agreed hourly rate, unless otherwise agreed in writing.
- 3.9 Overnight accommodation will be agreed in advance where required for early/late travel.
- 3.10 We aim to use the most cost-effective travel methods practicable.
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4. Services

4.1 Course Creation & Development

4.1.1 Deposit required on order placement. Deposit is non-refundable.

4.1.2 Where the value of the work is less than £395, full payment will normally be required in advance.

4.1.3 Where the value exceeds £395, we normally request 50% of the total estimated cost before work commences (deposit) and the remaining 50% upon receipt of your signed approval that the project has been completed as per agreed requirements.

4.1.4 Balance due within 30 calendar days of invoice for completed works.

4.1.5 Ownership of published e-learning courseware passes to you on completion.

4.1.6 Ownership of source courseware files passes upon full payment.

4.1.7 Articulate files will be transferred within three (3) working days of cleared funds to an Articulate licence holder nominated by you. After this time, we take no responsibility for retaining or transferring the source courseware files unless retained for fractional support.

4.1.8 We accept no liability for delays caused by your failure to provide timely approvals, content, or cooperation.

4.1.9 We accept no liability for loss or damage caused by any work carried out by us. Although our work is fully tested, we take no liability for loss of service or business caused by faults within our software, any external software or any third-party supplier or service.

4.2.0 Where other people or organisations (including your employees but excluding us) must do something in order for us to complete the work, we will not be responsible for any delay or failure caused by their non-performance.

4.2 Consultation Services

4.2.1 Payable in full and upfront (via Stripe or PO/invoice).

4.2.2 Non-refundable once booked, as Jessanol work commences immediately (including prework, setup, and portal access).

4.2.3 Cancellation after booking does not entitle you to a refund.

4.2.4 Rescheduling: sessions may be rescheduled up to 3 times with at least 24 hours' notice. Less than 24 hours' notice counts as delivered, except in unforeseen serious circumstances (e.g. accident, bereavement).

4.2.5 All sessions must be taken within six (6) months of purchase unless otherwise agreed.

4.3 Fractional Services

4.3.1 Provided on an ad-hoc hourly basis, bundle of hours, or on a rolling monthly basis with quarterly reviews, unless tied to specific software licences (e.g. Articulate), which require a fixed 12-month term.

4.3.2 Scope includes course maintenance activities, including but not limited to updates to course content, secure file storage and backups, compatibility checks, and provision of client portal access for submitting requests and tracking progress.

4.3.3 On-site support can be provided as agreed, including travel and expenses as outlined in Section 3.

4.3.4 Service does not include creation of new modules, significant redesigns, or major functionality changes.

4.3.5 Invoiced monthly or quarterly in advance.

4.3.6 Termination requires 90 days' written notice (or to the end of the current licence term where applicable).

4.3.7 Time allocated is non-refundable once scheduled. Rescheduling rules set out under Consultation Services apply.

5. Digital Products

- 5.1 Digital products (templates, tools, self-paced courses) are licensed to you, not sold. Jessanol retains all intellectual property rights.
- 5.2 Licence granted is for your organisation's internal business use only. Products must not be copied, resold, sublicensed, distributed externally, or otherwise shared.
- 5.3 Online courses are licensed for one named user only. Courses are not transferrable and cannot be reset once completed.
- 5.4 Access is granted for the lifetime of the product, meaning for as long as Jessanol makes the course available. Jessanol reserves the right to withdraw or update products at its discretion.
- 5.5 Digital products are strictly non-refundable once purchased or accessed.
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6. Right of Substitution

- 6.1 Except as otherwise provided in this agreement, we may, at our discretion, engage a third-party sub-contractor to perform some or all of the obligations within the agreed statement of work.
- 6.2 In the event that we hire a sub-contractor, we will pay the sub-contractor for its services. The compensation will remain payable by you to us.
- 6.3 We remain responsible for the quality and delivery of work undertaken by subcontractors.
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7. Client Responsibilities

You agree to:

- 7.1 Provide timely and accurate information, materials, and approvals.
- 7.2 Ensure you hold relevant third-party licences (e.g. Articulate 360) where required.

- 7.3 Make yourself available for scheduled meetings and sessions.
- 7.4 Understand that delays caused by your failure to cooperate may extend project timelines, increase costs and do not relieve you of payment obligations.
- 7.5 Accept that changes to the agreed statement of work may incur additional charges and affect timeframes.
- 7.6 Acknowledge that Jessanol is not responsible for decisions made or actions taken by you as a result of advice provided.
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8. Intellectual Property

- 8.1 Course development: IP in custom courseware transfers to you upon full payment.
- 8.2 Digital products: IP remains with Jessanol. A limited, non-exclusive licence is granted to you for internal use only.
- 8.3 You warrant that all materials you provide are owned by you or licensed to you, and you indemnify Jessanol against any third-party claims arising from their use.
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9. Confidentiality

- 9.1 Both parties agree to maintain the confidentiality of all non-public business information received during the engagement. This obligation survives termination.
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10. Limitation of Liability

- 10.1 Jessanol provides services and products in good faith and with reasonable skill and care. However, we do not guarantee any particular outcome, business result, or success from the use of our services or products.

10.2 To the fullest extent permitted by law, Jessanol excludes all implied warranties and conditions.

10.3 Jessanol shall not be liable for indirect, special, or consequential losses including, without limitation: loss of profits, loss of business, loss of goodwill, or business interruption.

10.4 Jessanol's total liability in respect of any claim shall not exceed the Price paid by you for the relevant service or product.

10.5 Nothing excludes liability for fraud, fraudulent misrepresentation, or death/personal injury caused by negligence.

11. Termination

11.1 Either party may terminate services in accordance with the relevant service section above.

11.2 Upon termination, all outstanding balances must be paid.

11.3 Where applicable, source files will only be transferred upon settlement of all sums owed.

12. Force Majeure

12.1 Jessanol shall not be liable for failure or delay caused by circumstances beyond reasonable control, including but not limited to: natural disasters, acts of war, labour disputes, equipment failures, legal restrictions, sanctions, or other government-imposed measures beyond the reasonable control of the parties.

13. Governing Law and Jurisdiction

13.1 These Terms and all disputes arising under them are governed by English law. The parties submit to the exclusive jurisdiction of the courts of England and Wales.