Redmill Advance

Terms of Business

By subscribing to receive the Services (as defined below) you agree to these Terms of Business.

We may update and / or make changes to these Terms. Any changes shall take effect from the date we publish them on our website. You should check our website regularly for any changes. This current version was updated on 6 May 2025.

1. DEFINITIONS

1.1. The following definitions apply in these Terms:

Authorised Users: those employees, contractors and workers or, subject to the consent of Redmill, Client's elected members, who are authorised by the Client to access the Services up to the maximum number detailed in your subscription confirmation.

Client, You or Your: the individual, company or person subscribing to receive the Services.

Content: access to the Redmill Advance CPD Catalogue including:

- Cyber Security
- Equality, Diversity and Inclusion
- FCA Regulation and Compliance
- Health and Safety
- HR Processes
- Leadership and Management
- Net Zero
- Practical Skills
- Soft skills and Behaviours
- Technical Knowledge (IDD, PTS, Mortgage, Core)
- Wellbeing

Access to the Redmill Advance Exam Catalogue including:

- CII& CISI exam support content across level 3, level 4 and level 6

CPD Tool: Redmill's proprietary software which links to the Platform, records all qualifying CPD courses completed by Authorised Users and provides personalised CPD reporting against required targets and areas.

Documentation: If applicable the user manuals, help guides, whether in print, electronic form, help videos or on-line help functions for the Platform made generally available by Redmill, as the same may be updated from time to time.

DP Laws: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any statutory instrument, rule or order or regulation made thereunder.

Intellectual Property Rights: patents, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world.

Licence: means as set out in clause 3.1.

Licence Fee: means the annual licence fee paid or payable at the time you subscribe to the Service and prior to each Renewal Term (as defined in clause 3.2) which includes the Authorised Users.

Licence Start Date: the date upon which the Client first Subscribes to access the Platform.

Platform: the online Learning platform access to which is provided to Redmill by LearnUpon (https://learnupon.com) which can be accessed via https://advancecpd.learnupon.com), including all Documentation and software in or accessible through the Platform.

Revisions: any updates, upgrades, revisions, changes or alterations to the Platform or the CPD Tool or to their features and functionality.

Redmill, Us or We: Redmill Advance Limited, a company incorporated in Scotland, company number SC613647 whose registered office is Herkimer House, Mill Road Enterprise Park, Linlithgow, EH49 7SF.

Services: provision of access to the Content via the Platform and the provision of the CPD Tool.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

APPLICABLE TERMS

2. SERVICES

2.1. Redmill shall provide the Services (i) using reasonable care and skill; (ii) in accordance with best practice in the training industry; and (iii) in accordance with all applicable law.

2.2. Redmill reserves the right to make Revisions to the Platform and/ or CPD Tool. Any such Revisions shall be considered part of the Platform and/or CPD Tool for all purposes of these Terms.

2.3. Redmill may change, withdraw, amend, update or modify the Content provided via the Services at any time in its sole discretion provided such changes do not adversely affect the quality of the Services.

3. GRANT OF LICENCE

3.1. Subject to these Terms, Redmill grants the Client a fully paid-up, non-exclusive, royalty-free, non-transferable sub-licence to enable its Authorised Users to access the Services via the Platform for their internal training purposes.

3.2. The Licence shall continue for 12 months from the Licence Start Date (the "Initial Term") and shall then automatically renew at the end of the Initial Term (the "Renewal Term") and at the end of each subsequent Renewal Term for a further 12 months

unless either the Client or Redmill has given 60 days written notice of termination prior to the end of the Initial Term or Renewal Term, as applicable.

3.3. Redmill shall ensure that usernames and passwords are issued to the Authorised Users in respect of the Client's account. The Client's identified administrative Authorised Users shall be granted administration rights over the Client's account.

3.4. Access to the Platform, CPD Tool and the Services may occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities or services. Redmill shall post prior notice of such interruptions to the Services either on its website or by direct communication, but the Client agrees and acknowledges that Redmill shall have no liability for any such downtime or interruption of Services and that Redmill is unable to guarantee or predict the speed of operation of the Platform or CPD Tool software, tools or download times.

4. CLIENT'S OBLIGATIONS

4.1. The Client acknowledges that the Platform is provided by a third party and that each Authorised User must accept and agree to the third party's terms and conditions prior to accessing the Platform.

4.2. The Client shall ensure that the Authorised Users keep their login details to access the Platform secure at all times and shall notify Redmill if an Authorised User loses their login details or ceases to work for the Client.

4.3. The Client is responsible for ensuring it has adequate firewall protection, or such other network security system used to restrict external or internal traffic as appropriate and is responsible for checking, in accordance with good industry practice, for any Viruses in the Content, or any programmes, data files or other material it accesses via the Platform. The parties agree that Redmill shall have no liability for any loss, damage, costs or expenses incurred by the Client due to a Virus or other network security failure howsoever caused.

4.4. The Client shall not attempt to store, distribute, post, upload or transmit any content through the Platform.

4.5. The Client shall not except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:

(a) copy, modify, adapt, translate, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; or

(b) attempt to de-compile, reverse compile, disassemble, reverse compile or reverse engineer or otherwise reduce to human-perceivable form all or any part of the CPD Tool, the Platform, the Services, the Content or any of their underlying Intellectual Property Rights or discover or disclose the source code,

methods and concepts embodied therein; or

(c) access all or any part of the Services, CPD Tool or Platform in order to (i) build a product or service which competes with the Services, CPD Tool or Platform; (ii) copy any ideas, features, functions or graphics of the CPD Tool or Platform, or (iii) determine whether the CPD Tool or Platform is within the scope of any patent; or

(d) use the Platform, CPD Tool or Services to provide services to third parties; or

(e) save to the extent expressly agreed if the Services include the white labelling of the Platform, interfere with any markings on or in the Platform or Services which refers to Redmill or any third party, or includes any of its or their trademarks or logos;

(f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the CPD Tool, Platform or Services available to any third party; or

(g) introduce or permit the introduction of any Virus into the CPD Tool or Platform or Redmill's network and information systems or intentionally interfere with or disrupt the integrity or performance of the CPD Tool or Platform.

4.6. The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, shall promptly notify Redmill.

4.7. The Client shall use reasonable endeavours to prevent the unauthorised disclosure or unauthorised use by its officers, employees, or agents of the Content.

5. DATA PROTECTION

5.1. Both parties will comply with all applicable requirements of the DP Laws. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable DP Laws.

5.2. The parties acknowledge that if Redmill processes any personal data on the Client's behalf when performing its obligations under these Terms, the Client is the controller and Redmill is the processor for the purposes of the DP Laws.

5.3. Redmill may process the personal data of the Authorised Users to include: the name and email address of Authorised Users, details of Authorised Users completing training courses to include engagement metrics of any digital learning including, the results of any completed courses, the date of their attendance to any webinar or live event and the outcome of their attendance for the purpose of delivering the Services. Such processing shall continue for the duration of the Licence.

5.4. The Client will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of any personal data relating to Authorised Users to Redmill for the duration and purposes of these Terms so that Redmill may lawfully use, process and transfer the personal data in accordance with these Terms on the Client's behalf.

5.5. Without prejudice to the generality of clause 5.1, Redmill shall, in relation to any personal data processed in connection with the performance by Redmill of its obligations under these Terms:

(a) process that personal data only on the documented written instructions of the Client;

(b) not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

(i) the Client or Redmill has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) Redmill complies with its obligations under the DP Laws by providing an adequate level of protection to any personal data that is transferred; and

(iv) Redmill complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;

(c) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the DP Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(d) notify the Client without undue delay on becoming aware of a personal data breach;

(e) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of these Terms unless required by law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and

(f) maintain complete and accurate records and information to demonstrate its compliance with this clause 5.6 and immediately inform the Client if, in the opinion of Redmill, an instruction infringes the DP Laws.

5.6. Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

5.7. The Client consents to Redmill appointing LearnUpon Limited as a third-party processor of personal data under these Terms. Redmill confirms that it has entered into a written agreement substantially on that third party's standard terms of business which Redmill confirms reflect and will continue to reflect the requirements of the DP Laws. As between the Client and Redmill, Redmill shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

6. FEES AND PAYMENT

6.1. The Client shall pay Redmill the Licence Fee. The Licence Fee is payable in full prior the start of the Initial Term or the Renewal Term (as defined in clause 3.2). The Licence Fee is non-refundable save if you cancel your subscription under clause 6.2.

6.2. The Licence granted under these terms may be terminated within 14 days of your subscription save that you will immediately lose the right to cancel if you access the Platform or Content.

6.3. If the Client fails to make a payment due to Redmill by the due date, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 6.3 will accrue each day at 8% a year above the Bank of England's base rate from time to time.

6.4. All amounts due under these Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.5. The Licence Fees shall be increased in line with the retail price index for the previous 12-month period at the end of the Initial Term and each Renewal Term.

7. LIABILITY

7.1. Redmill shall hold adequate professional indemnity insurance cover throughout the term of these Terms.

7.2. Nothing in these Terms limits any liability which cannot legally be limited, including liability for: (i)

death or personal injury caused by negligence; or (ii) fraud or fraudulent misrepresentation.

7.3. The Client acknowledges that

(i) the Content is intended for use as an educational tool and while Redmill will make every reasonable effort to ensure that any Content is accurate and will update Content it cannot guarantee the accuracy of the Content and accepts no responsibility for errors of information;

(ii) the Platform and the Content may contain links to other web sites and resources. Redmill is not liable and shall not be liable for the content or availability of such third party sources.;

(iii) the Services are provided "as is" and Redmill does not guarantee any outcome from the use of the Services;

(iv) Redmill does not guarantee that use of the Platform will be uninterrupted or error free at all times and in all circumstances, nor that such interruption or errors will be corrected; and

(v) it is the Client's sole responsibility to determine that the Services meet the needs of their respective business or otherwise and are suitable for the purposes for which they are used.

7.4. Subject to clause 7.2, Redmill's total liability to the Client in any 12 month period shall not exceed the Licence Fee paid by the Client during the Initial Term.

7.5. The Client shall indemnify Redmill against any claim, demand, suit, governmental action or proceeding (a "Claim") made or brought against Redmill by a third party arising out of or in connection with (i) its use or the use by Authorised Users of the Platform or Services or Content in violation of these Terms or any applicable law and (ii) any content posted, uploaded, distributed, transmitted or disseminated by it or by its Authorised Users via the Platform.

7.6. Redmill shall defend the Client against any Claim made or brought by a third party alleging that the Platform, or use of the Platform as permitted hereunder (but excluding any claims based on Content) infringes a copyright or misappropriates a trade secret (an "IP Claim") and shall indemnify the Client for any damages, fees and costs finally awarded against it as a result of, and for amounts paid under a court approved settlement of such IP Claim. If an IP Claim is made or appears likely to be made, Redmill at its option, shall have the right, at its option, to (a) procure for the Client the right to continue to use the Platform, (b) modify or replace the Platform in a manner that substantially retains its functionality and quality so that it is no longer infringing, misappropriating or violating such right or (c) require the Client to terminate its use of the Platform and refund any fees prepaid for future use of the Platform.

7.7. Redmill shall have no obligation under clause 6 or otherwise to the extent that an IP Claim or other Claim is based on or arises from (a) the Content; (b) a modification of the Platform not made or provided by the third party owner of the Platform (c) the Client's use of the Platform in a manner contrary to the instructions given to the Client by Redmill or in breach of these Terms; or (d) the Client's use of the Platform after notice of the alleged or actual infringement from Redmill or any appropriate authority.

7.8. Each party's indemnification obligations in this Clause 7 are subject to (a) prompt notification of any such Claim (provided that the indemnified party's failure to provide reasonable written notice shall only relieve the indemnifying party of its indemnification obligations hereunder to the extent such failure materially limits or prejudices the indemnifying party's ability to defend or settle such claim); (b) the transfer of sole control of the defence and any related settlement negotiations to the indemnifying party (provided that the indemnifying party may not settle any Claim unless the settlement unconditionally releases the indemnified party of all liability); and (c) the indemnified party's reasonable cooperation in the defence of such claim.

7.9. Subject to clause 7.2, the following types of loss are wholly excluded by Redmill;

(a) loss of profits;
(b) loss of sales or business;
(c) loss of agreements or contracts;
(d) loss of anticipated savings;
(e) loss of use or corruption of software, data or information;
(f) loss of or damage to goodwill; and
(g) indirect or consequential loss.

8. TERMINATION

8.1. Without prejudice to any other rights it may have under these Terms, Redmill may suspend the Services with immediate effect the Licence Fee is due and unpaid.

8.2. Without affecting any other right or remedy available to it, Redmill may terminate these Terms with immediate effect and without liability by giving written notice to the Client if

(a) the Client, commits a breach of any term of these Terms and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;

(b) Redmill's licence to provide the Platform is withdrawn or terminated at any time

(c) the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; .

8.3. The Client further agrees and undertakes that if an Authorised User materially breaches these Terms it shall immediately:

      (a)   notify Redmill of the facts and circumstances of such breach; and

      (b)   provide such cooperation and assistance to Redmill as it may reasonably require including taking such steps against the Authorised User as it may consider reasonable to protect its position.

8.4.   On termination of these Terms the Licence will immediately terminate and neither the Client or the Authorised Users shall be able to access the Platform or the Services.

8.5.   Termination or expiry of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry.

8.6.   Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms shall remain in full force and effect.

9.   Confidentiality

9.1.   Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers or suppliers of the other party, except as permitted by clause 9.2.

9.2.   Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses such confidential information comply with this clause; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3.   Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms.

10.   Intellectual Property Rights

10.1.   All Intellectual Property Rights in the CPD Tool, the Platform and the Content shall be owned by or licensed to Redmill.

10.2.   All Intellectual Property Rights in the Platform shall be owned by Redmill's licensors and they retain exclusive ownership of the same throughout the world. Except for the limited express license granted to the Client under these Terms, the licensors retain all right, title or interest in and to the Platform.

11.   Aggregated Anonymous Data.

11.1.   The Platform provides aggregated, statistical data (such as product or feature usage and functionality metrics), which is anonymized and aggregated with other such anonymized data so that it does not and cannot contain any information identifiable or attributable to clients, either alone or in combination with other data ("Aggregated Anonymous Data"). To the extent that any Aggregated Anonymous Data is collected by Redmill's licensors the Client agrees that Redmill may use, store, analyse, and disclose such Aggregated Anonymous Data without the Client's prior written consent.

12.   General

12.1.   Force majeure. Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2.   Assignment and other dealings. The Client may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms. Redmill may assign these Terms to any subsidiary or group company provided it provides the Client with written notice of the same.

12.3.   Notices. Any notice or other communication given to a party under or in connection with these Terms shall be in writing and shall be sent by email to Redmill at admin@redmilladvance.com and the Client at the email address in the registration form and shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours (9am to 5pm, Monday to Friday excluding bank holidays), when business hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.4.   Third party rights. Any subsidiary, or group company (as defined in section 1159 of the Companies Act 2006) of Redmill involved in the provision of any part of the Services shall have the right to enforce these Terms as if it were a party to it.

12.5.   Governing law. These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.6.   Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.