Terms and conditions of use

1. Introduction

1.1 These terms and conditions shall govern your use of our website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.

1.4 You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

2. Copyright notice

2.1 Copyright (c) 2019 Focus Pre-Reg Revision .

2.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Permission to use website

3.1 You may:

(a) view pages from our website in a web browser;

(b) download pages from our website for caching in a web browser;

(c) print pages from our website for your own personal use, providing that such printing is not systematic or excessive;

(d) stream audio and video files from our website using the media player on our website;

(e) download documents and other files from our website that are specified on the website as downloadable, store and view them on your computer, and print copies of them, in each case for your own personal use, and providing that such printing is not systematic or excessive; and

(f) use our website services by means of a web browser,

subject to the other provisions of these terms and conditions, and providing that you will have no right to access or use materials that are only available

under a subscription unless you have purchased a relevant subscription and that subscription is current.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

3.3 You may only use our website for your own personal use ; you must not use our website for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

(a) republish material from our website (including republication on another website);

(b) sell, rent or sub-license material from our website;

(c) show any material from our website in public;

(d) exploit material from our website for a commercial purpose; or

(e) redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.

3.7 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Misuse of website

4.1 You must not:

(a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;

(b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) hack or otherwise tamper with our website;

(d) probe, scan or test the vulnerability of our website without our permission;

(e) circumvent any authentication or security systems or processes on or relating to our website;

(f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);

(h) decrypt or decipher any communications sent by or to our website without our permission;

(i) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;

(j) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;

(k) use our website except by means of our public interfaces;

(l) violate the directives set out in the robots.txt file for our website;

(m) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or

(n) do anything that interferes with the normal use of our website.

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Use on behalf of organisation

5.1 If you use our website or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:

(a) yourself; and

(b) the person, company or other legal entity that operates that business or organisational project,

to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity, unless the context requires otherwise.

6. Registration and accounts

6.1 To be eligible for an account on our website under this Section 6, you must be resident or situated in the United Kingdom.

6.2 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

6.3 You must not allow any other person to use your account to access the website.

6.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

6.5 You must not use any other person's account to access the website.

7. User login details

7.1 If you register for an account with our website, you will be asked to choose a user ID and password.

7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 13; you must not use your account or user ID for or in connection with the impersonation of any person.

7.3 You must keep your password confidential.

7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

8.1 We may:

(a) edit your account details;

(b) temporarily suspend your account; and/or

(c) cancel your account,

at any time in our sole discretion, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, you will be entitled to a refund of any amounts paid to us in respect of those services that were to be provided by us to you after the date of such cancellation; we will give you reasonable written notice of any cancellation under this Section 8.1.

8.2 You may cancel your account on our website using your account control panel on the website. You will not be entitled to any refund if you cancel your account in accordance with this Section 8.2.

9. Training course subscriptions

9.1 To become a subscriber to a training course on our website, you must pay the applicable subscription fees during the account registration procedure. We will send you an acknowledgement of your order. If your order is accepted, we will send you an order confirmation, at which point the contract between us for the supply of the website services shall come into force.

9.2 You will have the opportunity to identify and correct input errors prior to making your order by contacting us .

9.3 For so long as your account and subscription remain active in accordance with these terms and conditions and subject to the other provisions of these terms and conditions, you will have access to the course materials and website features specified on our website in relation to the training course for which you have subscribed.

9.4 We may from time to time vary the benefits associated with a subscription for example the number of practice questions available by giving you written notice of the variation, providing that, if in our reasonable opinion such a variation results in a substantial loss of value or functionality, you shall have the right to cancel your subscription, and we will refund to you any amounts paid to us in respect of any period of subscription after the date of such cancellation.

9.5 At the end of any period of subscription for which you have paid, and subject to the other provisions of these terms and conditions, your subscription will be automatically renewed and you must pay to us the applicable subscription fees, unless you cancel the subscription using the cancellation facility on our website before the date of renewal.

10. Fees

10.1 The fees in respect of our website services will be as set out on the website from time to time.

10.2 All amounts stated in these terms and conditions or on our website are stated exclusive of VAT.

10.3 You must pay to us the fees in respect of our website services in advance, in cleared funds, in accordance with any instructions on our website.

10.4 We may vary fees from time to time by posting new fees on our website, but this will not affect fees for services that have been previously paid.

10.5 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.

10.6 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

(a) an amount equal to the amount of the charge-back;

(b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);

(c) an administration fee of GBP 25.00 including VAT; and

(d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 10.6 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 10.6.

10.7 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.

10.8 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

11. Distance contracts: cancellation right

11.1 This Section 11 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

11.2 You may withdraw an offer to enter into a contract with us through our website, or cancel a contract entered into with us through our website, at any time within the period:

(a) beginning upon the submission of your offer; and

(b) ending at the end of 14 days after the day on which the contract is entered into,

subject to Section 11.3. You do not have to give any reason for your withdrawal or cancellation.

11.3 You agree that we may begin the provision of services before the expiry of the period referred to in Section 11.2, and you acknowledge that, if we do begin the provision of services before the end of that period, then:

(a) if the services are fully performed, you will lose the right to cancel referred to in Section 11.2;

(b) if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this Section 11.

11.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 11, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear

statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

11.5 If you withdraw an offer to contract, or cancel a contract, on the basis described in this Section 11, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this Section 11.

11.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

11.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 11 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

12. Our rights to use your content

12.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

12.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

12.3 You grant to us the right to sub-license the rights licensed under Section 12.2.

12.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 12.2.

12.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

12.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

12.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

13. Rules about your content

13.1 You warrant and represent that your content will comply with these terms and conditions.

13.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

13.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

(a) be libellous or maliciously false;

(b) be obscene or indecent;

(c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off or other intellectual property right;

(d) infringe any right of confidence, right of privacy or right under data protection legislation;

(e) constitute negligent advice or contain any negligent statement;

(f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

(g) be in contempt of any court or in breach of any court order;

(h) be in breach of racial or religious hatred or discrimination legislation;

(i) be blasphemous;

(j) be in breach of official secrets legislation;

(k) be in breach of any contractual obligation owed to any person;

(l) depict violence in an explicit, graphic or gratuitous manner;

(m) be pornographic, lewd, suggestive or sexually explicit;

(n) be untrue, false, inaccurate or misleading;

(o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;

(p) constitute spam;

(q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or

(r) cause annoyance, inconvenience or needless anxiety to any person.

14. Report abuse

14.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

14.2 You can let us know about any such material or activity by email or using our abuse reporting form.

15. Limited warranties

15.1 We do not warrant or represent:

(a) the completeness or accuracy of the information published on our website;

(b) that the material on the website is up to date;

(c) that the website will operate without fault; or

(d) that the website or any service on the website will remain available.

15.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

15.3 To the maximum extent permitted by applicable law and subject to Section 16.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

16. Limitations and exclusions of liability

16.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

16.2 The limitations and exclusions of liability set out in this Section 16 and elsewhere in these terms and conditions:

(a) are subject to Section 16.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities

arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

16.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

16.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

16.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

16.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

16.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

16.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

16.9 Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of:

(a) £10; and

(b) the total amount paid and payable to us under the contract.

17. Indemnity

17.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

18. Breaches of these terms and conditions

18.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a) send you one or more formal warnings;

(b) temporarily suspend your access to our website;

(c) permanently prohibit you from accessing our website;

(d) block computers using your IP address from accessing our website;

(e) contact any or all of your internet service providers and request that they block your access to our website;

(f) commence legal action against you, whether for breach of contract or otherwise; and/or

(g) suspend or delete your account on our website.

18.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

19. Third party websites

19.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

19.2 We have no control over third party websites and their contents, and subject to Section 16.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

20. Trade marks

20.1 Kanayisi Investments Ltd trading as Focus Pre-Reg Revision , our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

20.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

21. Variation

21.1 We may revise these terms and conditions from time to time.

21.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

21.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised

terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

22. Assignment

22.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

22.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

23. Severability

23.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

23.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

24. Third party rights

24.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

24.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

25. Entire agreement

25.1 Subject to Section 16.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

26. Law and jurisdiction

26.1 These terms and conditions shall be governed by and construed in accordance with English law.

26.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

27. Statutory and regulatory disclosures

27.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

27.2 These terms and conditions are available in the English language only.

27.3 We are registered in Company House ; you can find the online version of the register at , and our registration number is 06464581.

28. Our details

28.1 This website is owned and operated by Kanayisi Investments Ltd trading as Focus Pre-Reg Revision .

28.2 We are registered in England and Wales under registration number 06464581 , and our registered office is at 5 Heol Derwen Cross Hands Llanelli Carmarthenshire SA14 6SN United Kingdom .

28.3 Our principal place of business is at Online .

28.4 You can contact us:

(a) by post, to the postal address given above;

(b) using our website contact form;

(c) by telephone, on the contact number published on our website; or

(d) by email, using the email address published on our website.