

TERMS AND CONDITIONS OF USE

Please read the following carefully to understand how we will deal with your order.

1. THESE TERMS

1.1 These are the terms and conditions on which we supply products to you. Please read these terms carefully before you submit your order to us, noting in particular the text highlighted in **red**. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.

2. INFORMATION ABOUT US AND CONTACT INFORMATION

2.1 Who we are. The PGDL Bible is a trading name of The PGDL Bible Ltd (“**we**” / “**us**” / “**our**” / “**ours**”), a private company limited by shares registered in England and Wales under company no. 15670036. We currently offer one product, The PGDL Bible, for sale, though we may release others from time to time (the “**Product**”). See Clause 4.4.

2.2 How to contact us. You can contact us by emailing thepgdlbible@gmail.com.

2.3 How we may contact you. If we have to contact you, we will do so by the email address you provided to us in your order. When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it (which will include order confirmation emails from our digital software provider, if relevant), at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order and password. Your download of The PGDL Bible will commence upon acceptance and receipt of payment. You will be provided with a unique password to access the encrypted database.

4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures, tutorials, and videos. The media of the Product on our website are for illustrative purposes only as The PGDL Bible is continuously updated. Although we make every effort to display The PGDL Bible accurately, we cannot guarantee your device's display will reproduce the Product with accurate formatting and colours. Your Product may vary slightly from the images shown. Product content may also vary slightly from the images or samples provided on our website. Please also note that the Product may change over time as content is updated, corrected, added and/or removed as we see fit.

4.2 Products are not intended for particular law schools and may contain discrepancies.

We have sought to write notes that are applicable to a range of law schools. We have not deliberately tailored our notes to any particular law school (though this may inadvertently be the case) and make no representation or warranty that our notes are suitable for any particular law school. It is your responsibility to study the course at your law school and to determine, based on your programme of study, whether The PGDL Bible may be appropriate to be used as a study aid in completion of your course. Please note that, whilst we have made every effort to ensure The PGDL Bible is relevant accurate, and updated, we cannot guarantee that The PGDL Bible is perfectly free from oddities, errors, omissions, or discrepancies.

4.3 No affiliation. The PGDL Bible is an independent business and is not associated with, or connected to, any particular law school or education service provider. References to particular institutions within our website materials are purely to provide context as to the experience and background of Adam Webb, founder and author of The PGDL Bible.

4.4 Digital access to our Products. Where we are offering digital access to The PGDL Bible, this is in the form of a digital download. This download constitutes a **lease** of the digital Product for 24 calendar months from the date of purchase. We may agree to allow you

access for a longer period in our sole discretion and may charge you an additional sum for any extended access period. You are not entitled to retain digital access after the expiry of this 24-month period. By ordering, paying and entering into a contract with us for digital access to The PGDL Bible, you are accepting that you are only entitled to a 24-month lease of our digital Product, that we are not obliged to keep the digital content updated, and that **you do not have the right to change your mind and receive a refund**, unless the digital Product is defective or faulty.

4.5 Piracy. You are NOT allowed nor entitled to transfer, share, transmit, copy, duplicate, broadcast, or otherwise distribute The PGDL Bible or any part thereof, or any of our other products to be released from time to time at any time, or in any form whatsoever, whether for financial gain, consideration, or free of charge. This includes but is not limited to creating videos or screen recordings of The PGDL Bible for any purpose whatsoever. In particular, **you are strictly forbidden from sharing The PGDL Bible and the password to other individuals**. Your copy of The PGDL Bible is for **your personal use only**. You may not use our Product for any commercial, re-sale or business purposes. We reserve our right to **take action against you** should you make an unauthorised transmission, copy, duplicate, broadcast, or other distribution of our Product to third parties without our prior written consent.

5. YOUR RIGHTS TO MAKE CHANGES

5.1 Changes are not possible to digital Products. Once payment has been confirmed, a unique encrypted copy of the Product and access code will be automatically generated by our system. It is not possible to refund or revoke this bespoke access code. You will not be able to make changes to your order, to cancel or to substitute digital content or access digital at a later date after the expiry of the relevant 24-month period.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to our Products. We may change our Products:

- a) to reflect changes in relevant laws, regulatory requirements, and law school syllabi;
- b) for necessary updates, fixes, and technical points; and

- c) to implement minor technical adjustments and improvements. These changes will not affect your use of the Product nor the content of our guides.

6.2 More significant changes to the Product and these terms. If we make more fundamental changes to the Product or these terms, you may then contact us to end the contract and receive a refund for any Product paid for but not received.

7. PROVIDING THE PRODUCTS

7.1 You will be provided with an access code for your purchased Product over email within two hours (during regular office hours on weekdays). You must activate your Product by entering the password as the Product will be encrypted. To repeat Clause 4.5, **you are forbidden from sharing The PGDL Bible or your unique Product password with anyone, for any purpose.**

7.2 We are not responsible for delays outside our control. If our supply of the Product is delayed by an event outside our control then we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Products you have paid for but not received.

7.3 You will not own any of our digital products, including but not limited to The PGDL Bible. Purchase of The PGDL Bible via our website grants a **lease** of access for 24 months from the date of purchase. See Clause 4.4.

7.4 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Products to you. If you give us incomplete or incorrect information, we may contact you to ask for information, and/or end the contract (and **Clause 9** will apply). or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Product late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. This includes failure to activate your digital Product with the password provided by us.

7.5 Suspending an order. We may have to suspend the supply of a Product to you beyond the delivery times set out above to deal with technical problems or make minor technical

changes or update the Product to reflect corrections or changes in relevant laws and regulatory requirements. If we suspend the supply of your Product, we will contact you to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. You may contact us to end the contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than ten business days and we will refund any sums you have paid in advance for the Product in respect of the period after you end the contract.

7.6 We may also suspend supply of the Product if you do not pay in full. If you do not pay us for the Products when you are supposed to, we may suspend supply of the Product until you have paid us the outstanding amounts due.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 No right to cancel or change your mind for digital Products. Your right to change your mind does not apply to digital products, such as downloads, PDFs, or The PGDL Bible Excel database. You do not have the right to receive a refund where you have not activated or used your password for The PGDL Bible. **By ordering and paying for digital goods, you are accepting and acknowledge that you do not have the right to change your mind and receive a refund, unless the digital goods are faulty** (see Clause 10.2). We will not issue a refund for the digital version of any product, or part of a product, including but not limited to The PGDL Bible, regardless of whether or not you have used your unique password code. Nothing in this contract affects your statutory legal rights under the Consumer Rights Act 2015 and other relevant rights in law.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract if you break it. We may end the contract for a Product at any time by writing to you (including by email) if:

- a) You do not make any payment to us when it is due;
- b) You do not, within 5 business days of us asking for it, provide us with information that is necessary for us to provide the Products, for example, your email address;

or

- c) You do not, within a reasonable time, allow us to deliver the downloadable digital Products to your device.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 How to tell us about problems. If you have any questions or complaints about the Product or our services, please contact us by emailing at thepgdlbible@gmail.com.

10.2 Faulty digital Products. If your digital Product is faulty, you are entitled to a repair or a replacement. If the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience, you can get some, or all of your money back. If you can show the fault has damaged your device and we have not used reasonable care and skill, you may be entitled to a repair or compensation. “Fault” in this context refers to the digital content being corrupted, missing substantive parts or otherwise being similarly faulty. Please contact us using the details referred to in Clause 10.1 if you want us to repair or replace the digital content, if you want a price reduction and to retain the faulty digital content or if you want to reject the faulty digital content and get a refund. To avoid faults in the digital content happening, you must install any fixes, updates, and new versions as soon as reasonably possible and use only the recommended third-party software (such as the latest official version of Microsoft Excel) in accordance with the guidance and terms and conditions published by the third party provider of that software. For issues with Microsoft Excel, please contact a Microsoft Office helpline or Microsoft approved consultant.

11 PRICE AND PAYMENT

11.1 The price of the Product will be the price indicated on the order pages when you placed your order. You must pay for Products at the time of placing your order.

11.2 What happens if we get the price wrong. It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. If the Product’s correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order when a



pricing error is obvious and unmistakable to us and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you agreed it with us during the sales process. This is subject to the rest of these terms. In particular, **we are not responsible for any student relying on our notes making omissions or mistakes in, or failing to pass or to achieve a higher grade in, any assessment; nor are we responsible for any student committing an academic offence, being accused of or committing plagiarism, as a result of copying elements of The PGDL Bible into their exam scripts, which may have been copied by other students in the same or similar wording; nor are we responsible for any loss caused by any person relying on our notes in lieu of legal advice or independent verification of factual statements.**

12.2 We only provide study aids for students to use alongside their own studies, learning and revision. Our Product is only intended to be used by students to assist them in their own studies of the law, much as a student might write their own notes to consolidate their learning. Our Product should not be used as a replacement or alternative to students' own work, nor should students rely on the approach and learning methodologies or style adopted in our Product. Students should continue to attend lectures and seminars and review written materials (such as textbooks, cases, and journals) that they would otherwise review, and should not rely on our Product. We do not accept any liability where students do not make every effort in their own studies nor where students are taught the law by a third party by way of a different approach, style, or level of detail to that contained in our Product.

12.3 We do not warrant the accuracy of our Products. We have made every effort to write, edit and review the contents of our Products. However, we do not represent or warrant

that our Products are factually and legally accurate, nor that they contain a comprehensive bank of the entire PGDL course content or SQE black letter law syllabus, as certain elements may have been missed or omitted. It is the responsibility of the student to fill any gaps within their learning. It is always possible that mistakes, ambiguities, and errors (including formatting, hyperlink errors and dead hyperlinks) are contained in our Products. Our notes are also only up to date as at the date of April 2024. Remember: the law changes regularly and sometimes in subtle ways. Customers should use caution when reading our notes. Rather than relying on the accuracy of our Product, customers should use our Product as a study aid alongside their own learning and engagement in their course of study to independently verify the accuracy of statements contained in our Products. We do not accept any liability for errors of fact or law contained in our Products.

12.4 We are not a legal updating service, and only issue updates and corrections as we see fit. We reserve the right to issue corrections and updates to our Products (and over email to particular existing customers) as we see fit, in our sole discretion. Nothing we do or may do creates any obligation on us to provide customers with corrections or updates to Products which they have previously purchased, nor to respond to comments and queries about particular topics or alleged mistakes. We do not undertake to respond substantively (or at all) to customer queries or requests for updates concerning the substantive or topical content of our guides. Further, we may not be able to issue updated digital downloads or access passwords in future to customers who have already purchase a digital Product.

12.5 We are not tutors nor a law school. Our Products are limited to notes and digital databases which are intended to be used as set out above. We do not undertake any further obligation to any person to provide further notes, corrections, updates, or supplementary information. Nor do we undertake any obligation to explain or elaborate on the content of our notes, nor to in any way tutor or teach the content of our notes.

12.6 We do not provide advice. Our Products are strictly notes, guides and databases intended for law students (more specifically, PGDL, MA Law (Conversion), SQE1 and other law conversion course students). None of our notes, nor any communication from us, provides (nor should be read as providing) any legal advice, counsel, or information. No person is entitled to rely on any Product, service, goods, or communication from us

as, or in the context of, legal advice. No reference to any part of our notes having been written, reviewed, or edited by legal professionals implies the giving or receiving of any advice.

12.7 We are not liable for business losses. We only supply our Products for domestic and private use. If you use our Products for any commercial, business or re-sale purpose (which you are expressly forbidden from doing under **Clause 4.5** above), we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.8 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products (including the right to receive Products which are of satisfactory digital quality or fit for any particular purpose made known to and agreed by us); and for defective Products under consumer protection law.

13 HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 We may only use your personal information confidentially and respectfully, as set out in our **Privacy Policy** which is available at the checkout page and at the page footer of our website.

14 OTHER IMPORTANT TERMS

14.1 We may transfer this agreement to someone else. We may transfer your rights or your obligations under these terms to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

14.2 You need our consent to transfer your rights and obligations to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 Nobody else has any rights under this contract. Nothing in this contract is intended to establish rights of third parties under the Contracts (Rights of Third Parties) Act 1999

or any other relevant legislation. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 If we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.6 Jurisdiction. These terms are governed by English law and you may bring legal proceedings in respect of the Products in English courts.