PUBLIC WEBSITE LEGAL PACK

Website Terms | Privacy | Cookies | APD Terms | Refunds | Complaints | IP

Version 2.0 | Effective 10 October 2026

Legal entity	Asera Group Ltd
Company number	17376205
Registered office	4th Floor Office, 205 Regent Street, London, England, W1B 4HB
Registered in	England and Wales
Contact	hello@aseragroup.co.uk

Controlled legal document

This consolidated pack contains the public legal terms and policies applicable to the Asera Group website and Asera Professional Development (APD). It is the controlled source for the legal pages and checkout wording used across the Group and APD websites.

Document control

Asera Group Ltd

Document owner	Nick Johnson - Group Managing Director
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Review cycle	At least annually and sooner if law, services, technology, suppliers, pricing or business structure materially changes
Scope	Public-facing website and Asera Professional Development consumer legal documents
Public contact	hello@aseragroup.co.uk

Legal status note: These documents are drafted for use under the law of England and Wales. They preserve mandatory statutory rights and liabilities that cannot lawfully be excluded or limited.

Contents

1. Legal Notice & Website Terms of Use

2. Privacy Notice

3. Cookie & Storage Technologies Policy

4. Asera Professional Development Learner Terms & Conditions

5. Asera Professional Development Cancellation & Refund Policy

6. Model Cancellation Form

7. Asera Professional Development Complaints & Appeals Procedure

8. Public Intellectual Property & Acceptable Use Notice

LEGAL NOTICE & WEBSITE TERMS OF USE

Asera Group Ltd - Website Legal Terms

These terms govern use of the Asera Group and Asera Professional Development public websites and digital services. Separate contractual terms apply when you buy an APD product or enter into an Asera Consultancy engagement.

1. About Asera

This website and associated public digital services are operated by Asera Group Ltd, company number 17376205, whose registered office is 4th Floor Office, 205 Regent Street, London, England, W1B 4HB. Asera Group Ltd is registered in England and Wales.

Asera Consultancy and Asera Professional Development (APD) are trading brands of Asera Group Ltd and are not separate legal entities.

General, Group and Consultancy enquiries may be sent to hello@aseragroup.co.uk. APD learner, course, organisation and support enquiries may be sent to apd@aseragroup.co.uk.

2. Acceptance and other terms

By accessing or using the website, you agree to comply with these Website Terms to the extent they are legally applicable. If you do not agree, you should not use restricted or account-based features. Our Privacy Notice, Cookie Policy and, where relevant, APD Learner Terms, Cancellation and Refund Policy, and product-specific information also apply. If you enter into a separate written contract with Asera, that contract takes priority for the subject matter it covers.

3. Website information is not professional advice

Public website content is provided for general information and marketing purposes. It is not a substitute for advice based on the facts of a specific situation. Nothing on the public website constitutes legal, tax, financial, regulated professional or site-specific health and safety advice. Asera Consultancy advice is provided only within the agreed scope of a formal engagement.

4. Permitted use

You may view and use the website for lawful personal or internal business purposes and may download or print material where a download or print function is expressly provided. Any licence is limited, revocable, non-exclusive and does not transfer ownership of Asera intellectual property.

5. Prohibited use

- use the website unlawfully, fraudulently or in a way that infringes another person's rights;
- attempt to gain unauthorised access to accounts, systems, source code, assessment banks or restricted content;
- introduce malware, malicious code, automated attacks or excessive traffic;
- scrape, systematically extract, reproduce or commercially exploit substantial website or APD content without permission;
- misrepresent an association with Asera, impersonate another person or create misleading copies of Asera services; or
- circumvent access controls, payment controls, course restrictions or technical protections.

6. Accounts and security

Where the website permits account creation, you are responsible for keeping credentials confidential and for activity carried out through your account unless caused by Asera's failure to use reasonable security measures. You must notify us promptly if you reasonably believe an account has been compromised. We may suspend access where reasonably necessary to protect users, Asera or third parties.

7. Availability and changes

We aim to keep the website available but do not guarantee uninterrupted availability. Maintenance, security work, supplier outages and events outside reasonable control may cause temporary interruption. We may update, withdraw or change public website content and functionality. Contractual rights relating to products already purchased are governed by the terms applying to that purchase.

8. Third-party links and services

The website may link to third-party websites, platforms or services. A link does not by itself mean Asera endorses or controls the third party. Third-party products, accreditation, certification and technology remain subject to the relevant provider's rights and, where disclosed before purchase, applicable provider requirements.

9. Intellectual property

Unless stated otherwise, Asera Group Ltd owns or is licensed to use the copyright, trade marks, designs, software, text, graphics, course structures, assessment materials and other intellectual property made available through the website. The Asera name, Asera Group, Asera Consultancy, Asera Professional Development, The Asera Method and associated branding must not be used in a way that suggests endorsement, accreditation, partnership or ownership without written permission.

10. User submissions and feedback

If you send us feedback, enquiries, reviews or other content, you confirm that you have the right to provide it and that it is not unlawful. You retain ownership of original material you submit. You grant Asera the rights reasonably necessary to receive, store and use the material for the purpose for which it was submitted. We will not publicly identify a customer or learner in marketing without an appropriate lawful basis or permission.

11. Liability for public website use

Nothing in these Website Terms excludes or limits liability that cannot lawfully be excluded, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation. For consumers, nothing in these Website Terms limits statutory rights. Subject to those rights, Asera is not responsible for losses caused solely by misuse of the website, reliance on general website information as if it were engagement-specific professional advice, or events outside Asera's reasonable control.

12. Privacy and cookies

Personal information is handled in accordance with the Asera Group Privacy Notice. Storage and access technologies are handled in accordance with the Cookie & Storage Technologies Policy and the choices presented through the website's cookie controls.

13. Company disclosures

Asera Group Ltd is a private limited company registered in England and Wales under company number

17376205. Registered office: 4th Floor Office, 205 Regent Street, London, England, W1B 4HB.

The legal company name and required company particulars should remain displayed on the website and relevant business communications.

14. Changes to these terms

We may update these Website Terms to reflect changes in law, technology or our services. The current version and effective date will be published on the website.

15. Governing law

These Website Terms are governed by the law of England and Wales. If you are a consumer, mandatory rights you have under the law of your place of residence are not affected. Asera Group Ltd Company number 17376205 4th Floor Office, 205 Regent Street, London, England, W1B 4HB Registered in England and Wales www.aseragroup.co.uk hello@aseragroup.co.uk

PRIVACY NOTICE

Asera Group Ltd - Data Controller

This notice explains how Asera Group Ltd uses personal information across Asera Group, Asera Consultancy and Asera Professional Development (APD).

1. Who we are

Asera Group Ltd is the data controller for the personal information described in this notice unless a specific arrangement states otherwise. Company number 17376205; registered office 4th Floor Office, 205 Regent Street, London, England, W1B 4HB.

Data-protection and privacy enquiries may be sent to hello@aseragroup.co.uk. APD learners may also contact apd@aseragroup.co.uk; privacy matters received there are escalated to the appropriate Group process.

2. Scope

This notice covers personal information processed through our websites, Consultancy enquiries and engagements, APD registrations and enrolments, learning systems, assessments, certification, live training and workshops, customer support, automated operational workflows, business development, supplier relationships, payments and administration.

3. Personal information we may collect

- identity and contact details, such as name, title, employer, job role, email address and postal or business address;
- account and authentication information used to operate learner or customer accounts;
- Consultancy information, including engagement communications, meeting records, client contacts and information supplied for an engagement;
- APD information, including enrolment, attendance, progress, assessment answers and results, completion status and certificates;
- transaction and financial-administration information, such as purchases, invoices, payment status, refunds and transaction references;
- technical and security information, such as IP address, device/browser information, login records and security logs;
- marketing preferences and consent or objection records;
- communications, complaints, support requests and feedback; and
- limited accessibility, welfare or safeguarding information where it is voluntarily supplied or lawfully required for support, adjustment or safeguarding purposes.

4. How and why we use information

Purpose	Typical information	Typical lawful basis
Responding to enquiries and quotations	Identity, contact details, enquiry content	Steps before a contract and/or legitimate interests
Consultancy client administration and delivery	Client contacts, engagement communications, supplied project information	Contract where the individual is the contracting party; otherwise legitimate interests; legal obligation where applicable
APD enrolment and course delivery	Identity, account, course, progress and support information	Contract
Employer- or organisation-funded training	Learner identity, enrolment, attendance, progress and completion information	Legitimate interests and the contract with the purchasing organisation, with transparency to the learner
Assessments, certification and integrity checks	Assessment answers/results, identity checks, completion records	Contract and legitimate interests in maintaining assessment integrity
Accounting, tax and payments	Transaction, invoice and payment records	Contract and legal obligation
Security, fraud prevention and service protection	Technical logs, account activity and security events	Legitimate interests and, where applicable, legal obligation

Purpose	Typical information	Typical lawful basis
Safeguarding, welfare and reasonable adjustments	Information volunteered or required to assess support, risk or adjustment needs	Vital interests, legal obligation and/or legitimate interests; an appropriate Article 9 condition where special-category data is involved
Complaints, legal claims and regulatory matters	Correspondence and records relevant to the issue	Legal obligation and legitimate interests in resolving disputes and establishing or defending legal claims
Consumer electronic marketing	Contact details and preferences	Consent or the soft opt-in where the legal conditions are met
Business-to-business marketing	Business contact details and professional interests	Legitimate interests, subject to PECR and the right to object
Non-essential analytics/marketing storage technologies	Cookie/device identifiers and usage information	Consent where required under PECR and data-protection law

Special-category information

We do not routinely seek special-category personal information. A learner may voluntarily provide health, disability or other sensitive information when asking for a reasonable adjustment or raising a welfare or safeguarding concern. Where special-category information is necessary, we identify an appropriate Article 9 condition and limit access and use to what is necessary.

5. Where information comes from

Information may come directly from you, from your employer or another organisation purchasing training for you, from a Consultancy client, from our website/LMS, from payment and technology providers, from professional advisers, or from legitimate public professional and corporate sources.

6. Who we share information with

We share personal information only where reasonably necessary and lawful. Recipients may include technology and cloud providers, payment providers, accountants and company-administration providers, professional advisers and insurers, training/certification providers, and competent authorities where required or permitted by law.

Our service providers may include Base44 for website/LMS and workflow functionality, Google Workspace for business communications, Xero and Hubdoc for accounting and finance-document administration, Sleek or another appointed company-administration/accounting provider, the payment provider shown at checkout (expected to be Stripe at launch), and relevant third-party training or certification providers. Where analytics or marketing technologies such as Google Analytics or LinkedIn measurement are enabled, they are used subject to the applicable privacy and cookie controls. Providers may change as our systems develop.

Where an employer or organisation has funded training, we may provide that purchaser with information reasonably connected with the funded training, such as enrolment, attendance, progress, completion and certification status, where the learner has been informed and the disclosure is lawful.

We do not sell personal information.

7. Processors and controller/processor roles

Where a supplier processes personal information only on our instructions, we require appropriate data- processing terms. Where Asera processes information solely on a client's documented instructions, the applicable client agreement or data-processing schedule will define the parties' roles and responsibilities.

8. International transfers

Some suppliers may process personal information outside the United Kingdom. Where a restricted transfer occurs, we use an appropriate UK transfer mechanism or other lawful safeguard where required, such as UK adequacy regulations, the UK International Data Transfer Agreement, the UK Addendum to approved standard contractual clauses, or another permitted mechanism.

9. Retention

Record type	Normal retention approach
General enquiries	Up to 24 months after the last substantive contact, unless a longer period is needed for a live matter

Record type	Normal retention approach
Consultancy contracts and engagement administration	Normally up to 6 years after completion or termination, subject to legal, insurance and dispute requirements
Accounting and tax records	Normally at least 6 years, or longer where required by law
APD learner and completion records	Normally up to 6 years after completion, withdrawal or expiry of access
Basic certificate-verification records	Up to 10 years after issue, or longer where a certification provider requires it
Marketing consent/objection records	For as long as necessary to evidence preferences; minimal suppression records may be retained to respect opt-outs
Security logs	For a period proportionate to security, fraud-prevention and incident-investigation needs

10. Security

We use technical and organisational measures proportionate to our size, systems and risks. Measures may include multi-factor authentication, access controls, protected cloud services, device security, backups, software updates, data minimisation, supplier due diligence and incident management. No system is completely risk-free, but we aim to reduce risk and respond appropriately to incidents.

11. Your rights

- be informed about how your information is used;
- request access to your personal information;
- ask us to correct inaccurate or incomplete information;
- ask for erasure where the legal conditions are met;
- ask us to restrict processing in certain circumstances;
- object to processing based on legitimate interests and object at any time to direct marketing;
- receive certain information in a portable format where the right applies;
- withdraw consent at any time where processing relies on consent, without affecting processing already carried out lawfully;

RIGHT TO OBJECT

You have the right to object at any time to our use of your personal information for direct marketing. You may also object to processing based on legitimate interests. We will consider the circumstances and stop processing where the law requires us to do so.

12. How to exercise your rights

Send privacy-rights requests to hello@aseragroup.co.uk. APD learners may also use apd@aseragroup.co.uk. You do not need to use legal terminology. We may ask for proportionate information to verify identity or authority where necessary.

We respond to data-protection rights requests without undue delay and within the applicable statutory period, normally one calendar month. Where the law permits an extension for a complex request or multiple requests, we will explain this within the initial period.

13. Data protection complaints

You may make a data-protection complaint to hello@aseragroup.co.uk. APD learners may also send a complaint to apd@aseragroup.co.uk. We aim to acknowledge a data-protection complaint within five Working Days, investigate appropriately, keep you informed where appropriate and communicate the outcome without undue delay.

You also have the right to complain to the Information Commissioner's Office (ICO). Current complaint information is available at ico.org.uk.

14. Marketing

For consumer email marketing, we use consent or the legally available soft opt-in and provide a clear unsubscribe method. Marketing consent is separate from acceptance of contractual terms. For business-to-business marketing, we may contact corporate business addresses where lawful and relevant, while respecting objections and maintaining suppression records.

15. Cookies and storage technologies

Strictly necessary storage technologies may be used without consent where the law permits. We seek prior consent for non-essential analytics, marketing or similar technologies where required. More detail is set out in the Cookie & Storage Technologies Policy.

16. Automated decision-making

Asera uses automation and AI-assisted tools to support administration, enquiry classification, routine customer-service responses, record updates, fraud/security checks, learning recommendations, question randomisation and operational workflow handling.

At the effective date of this notice, Asera does not intend to make decisions about learners or customers solely by automated processing where the decision produces legal or similarly significant effects. Material legal, safeguarding, privacy, refund, financial, certification or similarly significant decisions remain subject to human review where appropriate. If this materially changes, we will update our privacy information and provide any rights required by law.

17. Adults only for direct APD enrolment

Direct consumer enrolment in Asera Professional Development is restricted to people aged 18 or over. Where we later offer a specifically approved programme to younger participants through an employer, college or other organisation, appropriate privacy and safeguarding arrangements will be put in place before doing so.

18. Changes to this notice

We review this notice at least annually and whenever material changes to law, technology, suppliers or services require an earlier review. The current effective date will be shown on the published version.

COOKIE & STORAGE TECHNOLOGIES POLICY

Asera Group Ltd

This policy explains how Asera uses cookies and similar technologies that store information on, or access information from, a user's device.

1. What this policy covers

The rules apply not only to traditional cookies but also to technologies such as web storage, pixels, tags, scripts and device identifiers where they store or access information on a user's device.

2. Our approach

We use a consent-first approach for non-essential technologies. Non-essential analytics, advertising or marketing technologies should not be activated until the user has made the required choice. Users must be able to reject non-essential technologies as easily as they can accept them and must be able to revisit their choices through a Cookie Settings or equivalent control.

3. Categories we may use

Category	Purpose	Consent position
Strictly necessary	Authentication, security, session management, checkout, course access, fraud prevention and remembering privacy choices	Used where the applicable legal exception permits; consent is not requested merely to operate essential functions
Functional/preferences	Remembering non-essential settings that improve user experience	Consent requested where required
Analytics	Understanding aggregate website/LMS use, performance and navigation	Prior consent where required
Marketing/advertising	Campaign measurement, remarketing, advertising personalisation or similar purposes	Prior consent where required

4. Current technology list

Because the Group website and APD LMS may change, the live Cookie Settings or preference centre forms the current technology schedule and should identify the active provider or technology, purpose, category and duration where applicable. Asera will review the live schedule before public launch and after material technology changes.

5. Managing choices

You can use the website's Cookie Settings to accept, reject or change non-essential choices. Browser settings may also allow you to block or delete storage technologies, although doing so may affect strictly necessary or account-related functionality.

6. Third-party technologies

Where third-party analytics, media, payment, training or marketing services deploy storage technologies, their technology may be subject to both this policy and the relevant provider's privacy information. We aim not to load non-essential third-party technologies before the required consent.

7. Changes and contact

We update this policy when our website technology materially changes. Questions may be sent to hello@aseragroup.co.uk.

ASERA PROFESSIONAL DEVELOPMENT
LEARNER TERMS & CONDITIONS

PEOPLE. PURPOSE. PROGRESS.

These terms apply to direct APD learners and to individual users of APD learning products. Where an employer or other organisation purchases training, separate business purchasing terms may also apply to the purchaser.

1. Key definitions

APD means Asera Group Ltd trading as Asera Professional Development. Asera Professional Development and APD refer to the same trading brand. Learner means the individual registered to access learning. Product means an online course, Asera-developed programme or certificate, third-party course, assessment, live workshop or blended programme. Working Day means Monday to Friday excluding public and bank holidays in England.

2. Eligibility

Direct consumer enrolment is restricted to learners aged 18 or over. You must provide accurate registration information and satisfy any entry or identity requirements stated for the Product. Access is personal to the registered learner and may not be transferred or shared except where Asera expressly agrees or a business-purchasing arrangement allows substitution before enrolment.

3. Product information and contract formation

Before purchase, we provide the main characteristics of the Product, price, delivery method, access period, assessment/certification information, technical requirements and any material third-party conditions that apply. Your order is an offer to purchase. A contract is formed when Asera accepts the order and sends an order or enrolment confirmation, or when access is otherwise expressly confirmed. We may reject or cancel an order before supply where there is a pricing or technical error, eligibility issue, suspected fraud or legal restriction. If payment has been taken and supply is not made, we refund the amount paid.

4. Prices and payment

Consumer prices displayed on the website are the total price payable, including compulsory charges where applicable. At the effective date, Asera Group Ltd is not VAT registered and no VAT is added to APD consumer prices. If Asera's VAT status changes, the checkout will state the total amount payable and applicable tax treatment before purchase.

Payment must be made through an accepted payment method. The checkout button or equivalent will make clear that placing the order creates an obligation to pay.

5. Access period

Unless a third-party provider imposes a different period that is clearly disclosed before purchase, APD access is granted for six months from the date access is granted. Expiry of access does not invalidate a certificate already properly awarded. Access extensions are at Asera's discretion unless required as a remedy under law or expressly included in the Product.

6. Digital content and learning materials

Digital content may include video, text, audio, interactive material, templates, downloads and assessments. You receive a personal, non-exclusive, non-transferable licence to use the material for your own learning during the applicable access period. Digital content must not be copied, redistributed, resold, publicly uploaded, scraped, reverse engineered, used to reproduce assessment banks, or used to create a competing commercial training product.

7. Live workshops and services

A Product may include a live online or in-person workshop. You are responsible for attending at the stated time, meeting technical or venue requirements and behaving appropriately toward trainers and other participants. Learners must not record a live session without Asera's prior written permission and, where relevant, the permission of other participants.

8. Statutory 14-day cancellation rights

Where you are a consumer entering into a distance contract and no exception applies, you normally have 14 days after the day the contract is entered into to cancel without giving a reason. The Cancellation & Refund Policy explains how this operates for digital content, services and blended programmes. Nothing in these terms removes statutory consumer rights.

9. Immediate-access online courses - refund position

APD self-paced online courses and other digital-content Products are intended to be supplied immediately where you choose immediate delivery at checkout.

Where immediate access is offered, checkout will require you to actively confirm both that you request supply of the digital content immediately and that you understand your statutory 14-day right to cancel that digital-content element is lost once supply begins. This confirmation is separate from any optional marketing consent.

Once Asera grants immediate access and supply begins following that express request and acknowledgement, the online course purchase is non-refundable except where a refund or other remedy is required by law. Asera will provide an order or enrolment confirmation on a durable medium recording the immediate-supply consent and acknowledgement.

This does not remove any statutory remedy that cannot lawfully be excluded, including where digital content is faulty, not as described, Asera does not have the right to supply it, or the Product otherwise fails to conform to the contract.

10. Services beginning during the cancellation period

Where you expressly request a service, such as a live workshop, to begin during the 14-day cancellation period, we may start it. If you then validly cancel before the service is fully performed, you may be required to pay a proportionate amount for the service supplied up to cancellation where the law allows. Where a service is fully performed during the cancellation period following the legally required request and acknowledgement, the cancellation right may cease as permitted by law.

11. Workshop cancellation and transfer after statutory rights

After any applicable statutory cancellation period has expired or been lawfully lost, a learner who wishes to cancel or transfer a live workshop must give at least seven Working Days' notice before the scheduled start time. With at least seven Working Days' notice, Asera will ordinarily offer either a refund of the unused live-workshop element or one transfer to an available equivalent session. Any digital-content element already supplied is treated separately under the digital-content rules. With fewer than seven Working Days' notice, no discretionary refund of the live-workshop element is normally due. Asera may offer a transfer or credit in appropriate circumstances. Statutory rights remain unaffected.

12. Changes or cancellation by Asera

Asera may make reasonable changes to trainers, dates, platforms or non-material course content where necessary. If a material paid service is cancelled and we cannot provide a reasonable alternative, we will offer an appropriate refund for the affected element. Where a material platform outage substantially deprives a learner of purchased access, we will provide an appropriate remedy, which may include an extension, re-performance or refund depending on the circumstances and applicable law.

13. Assessments and academic integrity

Assessments must be completed personally unless collaboration is expressly permitted. We may use reasonable identity, timing, question-randomisation, plagiarism and activity controls to protect assessment integrity. Impersonation, deliberate plagiarism, unauthorised collaboration, sharing protected assessment questions, tampering with systems or fraudulent certificate use may result in investigation, reassessment, invalidation of an Asera result, suspension or referral to a third-party provider. Decisions will be proportionate and subject to any applicable appeal route.

14. Artificial intelligence and assessment work

Unless a Product expressly permits it, learners must not use generative AI or another person to produce assessment answers that are required to demonstrate the learner's own knowledge or competence. Asera may allow AI-assisted learning activities where this is clearly stated.

15. Completion, learner capability and certification

Purchase does not guarantee completion, a pass result or certification. The learner must personally satisfy the requirements stated for the Product, which may include attendance, completion, identity checks, assignments, pass marks or third-party examination rules. Provided the Product has been supplied as described and in accordance with applicable law, the fact that a learner does not commence, continue, complete or pass the Product for reasons personal to the learner does not, of itself, indicate a defect in the Product or give rise to a right to a refund. Relevant circumstances may include the learner's knowledge, aptitude, capability, study performance, failure to achieve a required pass mark, level of study or preparation, failure to submit required work, non-attendance, availability of time, or changes in personal or employment circumstances. This does not affect statutory rights where Asera has failed to supply the Product as agreed, digital content does not conform to the contract, a service has not been performed with reasonable care and skill, or Asera has failed to make a reasonable adjustment required by applicable law. Asera will clearly distinguish between an Asera-developed qualification or certificate, a CPD-recognised activity, a regulated qualification and a third-party professional-body certificate. Use of the word 'qualification' by Asera does not by itself mean a qualification is regulated by Ofqual or another statutory regulator unless expressly stated.

16. Third-party products

Some Products may be provided, hosted, assessed or certified by an independent provider. The provider's reasonable registration, identity, examination, technical and certification requirements may apply where disclosed before purchase or necessarily connected with the Product. Asera does not control decisions reserved to an independent awarding, certification or professional body and will not claim accreditation or endorsement that has not been formally granted.

17. Accessibility and reasonable adjustments

If you need a reasonable adjustment, contact apd@aseragroup.co.uk as early as possible. We will consider reasonable requests in accordance with applicable law and the nature of the learning or assessment. Where a third-party provider controls the decision, we will assist with its process where reasonably possible.

18. Technology requirements

Online learning requires a suitable device, internet connection, supported browser and, where relevant, audio/video capability. Published technical requirements form part of the Product information. Asera is not responsible for disruption caused solely by a learner's unsupported equipment, local internet connection or failure to meet published requirements, but this does not remove Asera's responsibilities for its own systems and services.

19. Learner conduct

Harassment, discrimination, threats, abusive conduct, deliberate disruption, unlawful activity and serious infringement of another person's rights are prohibited. Asera may warn, remove a learner from a session or suspend access where proportionate to the circumstances.

19A. Safeguarding and urgent welfare concerns

APD is a learning provider and is not an emergency or crisis service. A learner, employer or other person may report a safeguarding or welfare concern to apd@aseragroup.co.uk.

If someone is in immediate danger, contact the emergency services on 999 or use another appropriate emergency route. Where lawful and necessary to protect a person, comply with legal obligations or manage a serious safeguarding concern, Asera may share relevant information with emergency services, safeguarding authorities, a funding/employing organisation or another appropriate body. Any disclosure will be limited to what is reasonably necessary.

20. No employment or career guarantee

APD Products are designed to support learning, employability and professional development. Asera does not guarantee employment, an interview, promotion, salary increase, professional membership, regulatory approval or acceptance by a particular employer.

21. Intellectual property

Asera and its licensors retain ownership of course materials, videos, qualification structures, assessment banks, graphics, templates, certificate designs and related intellectual property. A learner may use a genuine certificate as evidence of their own achievement but must not alter, falsify or transfer it. Protected Asera material may not be supplied to an external AI system for the purpose of reproducing, extracting or building a competing commercial course, assessment bank or dataset.

22. Data protection

Personal information is handled under the Asera Group Privacy Notice. Employer-funded learners should note that relevant enrolment, attendance, progress, completion and certificate-status information may be shared with the funding organisation where lawful and transparently explained.

23. Suspension and termination

We may temporarily suspend access for security, suspected fraud, serious misconduct, material breach, non- payment or protection of assessment integrity. Where reasonably practicable, we will allow a remediable breach to be addressed before permanent termination. Any termination decision is subject to statutory consumer rights and any refund or remedy required by law.

24. Our responsibility to consumers

Nothing in these terms excludes or limits rights or remedies that cannot lawfully be excluded, including statutory rights concerning services and digital content, liability for death or personal injury caused by negligence, and liability for fraud or fraudulent misrepresentation. We are responsible for losses that are a foreseeable result of our breach of contract or failure to use reasonable care and skill. We are not responsible for business losses suffered by a consumer acting wholly or mainly outside a trade or business, or for loss caused solely by the learner's misuse, unauthorised credential sharing or materially inaccurate information.

25. Complaints and appeals

Complaints and eligible appeals may be sent to apd@aseragroup.co.uk. The Asera Professional Development Complaints & Appeals Procedure explains the process. Third-party assessments may have a separate provider appeal route.

26. Governing law and consumer rights

These terms are governed by the law of England and Wales. If you are a consumer living elsewhere, mandatory protections available to you under applicable law are not excluded by this clause. Asera Group Ltd Company number 17376205 4th Floor Office, 205 Regent Street, London, England, W1B 4HB Registered in England and Wales www.aseragroup.co.uk apd@aseragroup.co.uk

ASERA PROFESSIONAL DEVELOPMENT
CANCELLATION & REFUND POLICY

PEOPLE. PURPOSE. PROGRESS.

This policy should be read with the Learner Terms. It explains statutory cooling-off rights and Asera's additional workshop policy.

1. How to cancel

To cancel, send a clear statement to apd@aseragroup.co.uk identifying your name, order reference where available and the Product you wish to cancel. You may use the model form at the end of this policy, but you do not have to use it.

2. Consumer 14-day cooling-off period

For a distance contract for services or digital content, the statutory cancellation period normally ends 14 days after the day the contract is entered into, unless an exception or loss-of-right rule lawfully applies. If you validly cancel during the statutory period, we refund sums due under the law without undue delay and normally within 14 days after we are informed of the cancellation, using the original payment method unless you agree otherwise.

3. Immediate-access online courses - refund position

Where you purchase a self-paced online course or other digital-content Product for immediate delivery, checkout will ask you to expressly request immediate supply and acknowledge that the statutory 14-day right to cancel that digital-content element is lost once supply begins.

Once immediate access has been granted and supply has begun following that express request and acknowledgement, the purchase is non-refundable except where a refund or other remedy is required by law. Asera will provide confirmation of the consent and acknowledgement on a durable medium.

Asera does not provide discretionary refunds solely because the learner later chooses not to access, commence, continue, complete or attempt the course or programme.

The non-refund rule does not affect statutory remedies that cannot lawfully be excluded, including where the digital content is faulty, not as described, Asera does not have the right to supply it, or it otherwise fails to conform to the contract.

4. Completion, assessment outcomes and refund eligibility

Asera provides access to learning, course materials and assessment opportunities; it does not guarantee a pass result, certificate or qualification outcome. Where Asera has supplied the Product as described and complied with its legal obligations, a learner's decision or inability to commence, continue or complete the Product, or failure to achieve the required standard, does not in itself give rise to a right to a refund. This includes circumstances arising from the learner's knowledge, aptitude, capability, assessment performance, level of study or preparation, failure to meet published prerequisites, failure to submit required work, non-attendance, availability of time, work commitments, change of employment, change of personal circumstances, or loss of motivation. This clause does not remove statutory rights where the Product itself is faulty or misdescribed, Asera is in breach of contract, a service is not performed with reasonable care and skill, or an adjustment is required by applicable law.

5. Services starting within 14 days

If you expressly request that a service begins during the cancellation period and then cancel before it is fully performed, we may charge a proportionate amount for the service already supplied where permitted by law. If the service is fully performed during the cancellation period after the required express request and acknowledgement, the cancellation right may cease where the law permits.

6. Blended programmes

A blended Product may contain digital content, live services, assessments and third-party elements. Each element is treated according to its legal and commercial characteristics. Where necessary, the Product information or order confirmation will identify the allocation used to calculate a refund.

7. Workshop cancellations after statutory rights

If you cancel a live workshop after any applicable statutory cooling-off period, you must give at least seven Working Days' notice before the scheduled start to receive a discretionary refund of the unused live-workshop element or one transfer to an equivalent available session. Fewer than seven Working Days' notice normally results in no discretionary refund of the

live-workshop element. A transfer or credit may be offered at Asera's discretion in appropriate circumstances. Where digital content has already been supplied, the treatment of that element is separate and follows the digital-content rules above.

8. Non-attendance

Non-attendance at a live session without the required notice does not normally create a right to a discretionary refund. Statutory rights and any remedy for Asera's breach remain unaffected.

9. Cancellation or material change by Asera

If Asera cancels a paid workshop or Product and cannot provide a reasonable alternative, we will refund the affected unused element. If we reschedule, you may accept the alternative or request the appropriate refund for the affected element where the change is material.

10. Third-party course costs

Where a Product includes a third-party registration, examination or certification cost, the treatment of that cost will be disclosed before purchase where it affects cancellation. We will not deduct a third-party cost from a statutory refund unless the law permits it.

11. Faulty or non-conforming services/digital content

This policy does not limit remedies available under the Consumer Rights Act 2015 or other applicable law where a service is not supplied with reasonable care and skill or digital content does not conform to the contract.

ASERA PROFESSIONAL DEVELOPMENT

MODEL CANCELLATION FORM

PEOPLE. PURPOSE. PROGRESS.

Use this form only if you wish to cancel a contract for which a statutory or contractual cancellation right applies. You do not have to use this form; a clear statement sent to Asera is sufficient where a right to cancel exists.

Return to

Asera Group Ltd, 4th Floor Office, 205 Regent Street, London, England, W1B 4HB Email: apd@aseragroup.co.uk

Field	Details
Service / digital content	_____
Order / contract date	_____
Order reference (if known)	_____
Consumer name(s)	_____
Consumer address	_____
Email address	_____
Telephone (optional)	_____
Signature (paper forms only)	_____
Date	_____

Submitting this form does not create a cancellation right where one does not apply. In particular, the cancellation right for immediately supplied digital content may be lost once supply begins where the applicable legal requirements have been satisfied, as explained in the Cancellation & Refund Policy.

ASERA PROFESSIONAL DEVELOPMENT
COMPLAINTS & APPEALS PROCEDURE

PEOPLE. PURPOSE. PROGRESS.

This procedure covers APD service complaints, Asera-controlled assessment appeals and data-protection complaints. It does not replace a third-party awarding or certification body's mandatory appeal process.

1. How to raise a complaint

Send your complaint to apd@aseragroup.co.uk. Please include your name, Product, relevant dates, what happened, any supporting evidence and the outcome you are seeking.

2. Acknowledgement and investigation

We aim to acknowledge ordinary APD complaints within five Working Days and provide a substantive outcome within 20 Working Days. Complex matters may take longer; if so, we will explain the reason and keep you informed. Complaints are reviewed fairly and proportionately. Where appropriate, the reviewer will consider course records, communications, technical records and information supplied by the learner or staff.

3. Possible outcomes

- complaint not upheld, with reasons;
- apology or explanation;
- correction of an administrative or technical error;
- re-performance, access extension, transfer, credit or refund where appropriate;
- assessment review or referral to an appeal process; or
- process improvement or other corrective action.

4. Assessment appeals

If an Asera-controlled assessment permits an appeal, the learner should submit it within 20 Working Days after the relevant result or decision unless the Product information states a different period. An appeal should identify a procedural irregularity, administrative error, accessibility issue, academic-integrity concern or other specific ground. An appeal is not a request for extra marks solely because the learner disagrees with academic judgement. Where practicable, an appeal will be reviewed by a person who was not the original decision-maker. We aim to provide an outcome within 20 Working Days after receiving the information reasonably needed to decide it.

5. Third-party assessments and certificates

Where an examination, assessment or certification decision is controlled by an independent provider, professional body or awarding organisation, its appeal or complaint procedure applies to that decision. Asera will provide reasonable assistance with the referral where appropriate.

6. Data-protection complaints

A complaint about use of personal information may be sent to apd@aseragroup.co.uk or hello@aseragroup.co.uk. We aim to acknowledge a data-protection complaint within five Working Days, investigate without undue delay, keep the complainant informed where appropriate and communicate the outcome without undue delay.

A person may also complain to the Information Commissioner's Office. Current complaint information is available at ico.org.uk. A data-protection rights request is handled under the Privacy Notice and within the applicable statutory period.

7. No retaliation and statutory rights

A learner will not be disadvantaged merely for raising a genuine complaint or appeal in good faith. This procedure does not remove statutory rights or prevent a person from seeking an available legal remedy.

PUBLIC INTELLECTUAL PROPERTY & ACCEPTABLE USE NOTICE

Asera Group Ltd

This notice summarises ownership and permitted use of Asera public, Consultancy and APD materials. More detailed licence terms may apply to a purchased Product or signed engagement.

1. Asera-owned material

Subject to third-party rights, Asera Group Ltd owns or controls its original website content, brand assets, course content, qualification structures, assessment materials, Consultancy frameworks, templates, software, graphics, videos, documents and proprietary methodologies. Asera intellectual property may include The Asera Method(TM), Asera Professional Development content, Asera Consultancy frameworks, LeanMastery Games and related original materials as they are developed. Use of the (TM) symbol indicates trade mark use and does not state that a mark is registered.

2. Third-party rights

Asera does not claim ownership of third-party standards, professional-body qualifications, software, frameworks, trade marks or licensed content. Third-party rights remain with the relevant owner and are used only on the basis permitted by law or licence.

3. Permitted personal and internal use

Public website content may be viewed for lawful informational purposes. Paid APD content is licensed to the registered learner for personal learning. Paid Consultancy deliverables are licensed to the client as stated in the applicable engagement terms.

4. Restricted uses

- commercial resale or sublicensing of Asera material without written permission;
- republication or distribution of substantial course, assessment or proprietary Consultancy material;
- sharing learner credentials or restricted assessment content;
- removing copyright, trade mark or proprietary notices;
- presenting Asera material as another organisation's proprietary methodology or qualification;
- systematic scraping or extraction of protected content; and
- using protected Asera content to train, fine-tune or build a competing commercial AI, machine-learning, course or assessment dataset without written permission.

5. Certificates and achievement records

A learner may display their genuine certificate on a CV, professional profile or portfolio and may provide it to employers or other organisations as evidence of achievement. Certificate designs, logos and templates remain Asera or third-party intellectual property and must not be altered or used to create another person's certificate.

6. Trade marks and branding

No purchase, enrolment, supplier relationship or client engagement grants a general right to use Asera logos, trading names or trade marks. Any permission must be expressly granted for the relevant purpose.

7. Reporting suspected infringement

Suspected misuse of Asera intellectual property may be reported to hello@aseragroup.co.uk.