



Terms and Conditions of Use

THE HIGH TABLE GLOBAL LIMITED

Company number 10958934

1. ABOUT OUR TERMS

- 1.1 These Terms explain how you may use this website (the “Site”).
- 1.2 References in these Terms to the Site includes the following website: [High Table - ISO 27001 Certification Made Easy](#), and all associated web pages.
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by:
 - 1.6.1 e-mail hello@hightable.io (E-MAILS WILL BE RESPONDED TO MONDAY TO FRIDAY : 9 AM TO 6 PM GMT), or
 - 1.6.2 telephone +44 (0) 20 30 111 552 (CALLS WILL BE ANSWERED MONDAY TO FRIDAY : 9 AM TO 6 PM GMT).

1.7 Definitions

“Affiliate”	means, in respect of an entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010.
“Applicant”	means an individual or business seeking ISO certification;
“Business”	is a single legal entity that is taking steps to achieve ISO certification;
“Conditions”	means our terms and conditions of sale set out in these Terms;
“Content”	means any Product/s, Document Pack, toolkit, document template, text, images, video, audio or other multimedia content, software or other information or material on the Site;
“Consultant”	is a legal entity that provides consulting services to more than one client;
“Contract”	means the agreement between you and us for the sale and purchase of the Product/s incorporating these Conditions;

“Document Pack”	means a combination of Products available for purchase on the Site;
“Fee/s”	means payment due from you to us for the purchase of Product/s from the Site.
“Intellectual Property Rights”	means rights such as: copyright, trade-marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
“Permitted Use”	to use the Product/s, any of the document templates, information, Content or other items therein for your own personal and/or business purposes of assisting an Applicant, who is your client, to become ISO certified, not for commercial use or resale;
“Product/s”	means the documents to be purchased by the Customer to assist in achieving ISO certification for the Applicant.
“Site”	has the meaning given to it in clause 1.1;
“Terms”	means these terms and conditions as updated from time to time under clause 15;
“we/us/our”	means Hight Table Global Ltd company registration number 10958394, with VAT registration number GB 334 8255 94 and the registered office of which is at 5 Carrwood Park, Selby Road, Leeds, West Yorkshire, United Kingdom, LS15 4LG (and “us” or “our” shall have the same meaning). References to we, our and us in these Terms also includes our group companies from time to time; and
“you”	means the person accessing or using the Site or its Content (and “your” shall have the same meaning).

1.8 Your use of the Site means that you agree to the terms herein.

2. USING THE SITE

2.1 You understand and agree that the Site provides Product/s and Content to assist an applicant in becoming ISO 27001 Certified. Solely purchasing any Product/s from our Site will not guarantee that an Applicant will receive ISO 27001 Certification.

- 2.2 You understand that we are not affiliated with ISO and alongside any purchase from the Site you will also need to purchase the ISO/IEC 27001 and ISO/IEC 27002 ISO standards.
- 2.3 You understand and agree that you have no right (and shall not permit any third party);
- 2.3.1 to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt the Product/s and Content in whole or in part;
- 2.3.2 to resell the Product/s and/or Content;
- 2.3.3 to make a derivative of the Product/s, Content and/or Document Pack for commercial use or resale save for the Permitted Use.
- 2.4 You agree to use the Site for your individual and/or to use in the course of your business only, not for commercial or resale purposes.
- 2.5 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 2.6 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- 2.7 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at hello@hightable.io
- 2.8 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.
- 3. LICENCE**
- 3.1 Subject to payment of the Fee, for the Product/s and/or Content purchased, and subject to the restrictions in clause 3.2 and clause 4, you shall be granted a licence:
- 3.1.1 a single non-exclusive perpetual licence to any Product/s and/or Content purchased if you are a Business; or
- 3.1.2 an unlimited, non-exclusive perpetual licence to any Product/s and/or Content purchased if you are a Consultant.
- 3.2 The licence shall be granted to you;
- 3.2.1 to allow use of the Product/s and any of the document templates, information or other items therein for your own personal and/or business purposes (not commercial or resale) in assisting an Applicant, who is your client, in becoming ISO certified (Permitted Use);
- 3.2.2 to allow you to reproduce, print and make back-up copies on any computer system only for the purposes of supporting the Permitted Use;
- 3.2.3 to copy, modify, adapt, merge, translate, disassemble, or create derivate works based upon the whole or any part of the Product/s for the Permitted Use.

4. EXCEPTIONS AND RESTRICTIONS

- 4.1 The Permitted Use is subject to the following exceptions and restrictions with regards to the Product/s, document templates, Content, information or other items contained within the Product/s (or any part thereof):
- 4.1.1 You will not sell or distribute to third parties;
 - 4.1.2 You will not use the above for any purpose which rivals or competes with us. In the event of a dispute between you and us, it shall be for us to define “rival” and/or “completing” purposes;
 - 4.1.3 You will not rent, lease, sub-licence or loan any part of the above to third parties;
 - 4.1.4 You will not put the above into the public domain;
 - 4.1.5 You will not purchase nor own legal copies of any of the above.
- 4.2 Subject to clause 4.1, you may use the Product/s and/or Content purchased in the course of your business to facilitate assisting the Applicant in becoming ISO certified.
- 4.3 You acknowledge that our Product/s, Content and document templates included on the Site are made available for purchase by you on the basis that they are not instruments or other documents prepared for you by us, and it is your responsibility to ensure that you are entitled to prepare and customise our document templates as may be required by law.

5. FEES

- 5.1 All Products featured on the Site attract the Fee set out on the Site at any given time.
- 5.2 All charges appearing on the Site are exclusive of Value Added Tax. Value Added Tax shall be added to any and all sums due at the point of sale.
- 5.3 We reserve the right to update Fees of any Product advertised on the Site from time to time.
- 5.4 All transactions processed through the Site are handled by Stripe. No payment details are collected, processed or stored by us. We do not accept responsibility for any problems you may have in making payment through Stripe.
- 5.5 Upon successful completion of payment of the Fees, you shall have access to the Product/s and/or Content purchased.
- 5.6 We operate a refund policy entitling you to a full money back guarantee, within 5 days of purchase of any Product/s and/or Content, upon written request to us.

6. YOUR PRIVACY AND PERSONAL INFORMATION

- 6.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and

how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

6.2 Our privacy policy is available at <https://hightable.io/privacy-policy/>

7. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

7.1 The Site and all Intellectual Property Rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable).

7.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust, try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

7.3 Trade marks: High Table (<https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003471048>) and the High Table Logo's (<https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003839263>) are our trademarks and the ISO/IEC 27001 and ISO/IEC 27001 standards are trade marks of ISO (<https://www.iso.org/home.html>) . Other trade marks and trade names may also be used on the Site. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

7.4 We shall indemnify you from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use of the Product/s and/or Content purchased infringes the Intellectual Property Rights of any third party ("IPR Claim"), provided that we shall have no such liability if you:

7.4.1 do not notify us in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;

7.4.2 make any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of us;

7.4.3 do not let us at our request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;

7.4.4 do not take all reasonable steps to minimise the losses that may be incurred by you or by any third party as a result of the IPR Claim;

7.4.5 do not, at our request, provide us with all reasonable assistance in relation to the IPR Claim (at your expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of you.

7.5 If any IPR Claim is made or is reasonably likely to be made, we may at our option:

7.5.1 procure for you the right to continue receiving the benefit of the relevant Products and/or Content; or

7.5.2 modify or replace the infringing part of the Product/s and/or Content where possible so as to avoid the infringement or alleged infringement, provided the Products and/or Content remain in material conformance to the original

and remain adequate for the Permitted Use and fit for purpose (as decided by us).

- 7.6 Our obligations under clause 7.4 shall not apply to Product/s and/or Content modified or used by you other than in accordance with the Contract or our instructions. You shall indemnify us against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by us in connection with any claim arising from such modification or use.

8. INDEMNITY

- 8.1 You agree to indemnify and keep us indemnified against any claim or demand (including reasonable legal fees) made by any third party due to or arising out of your breach of these Terms, of the Product/s, Content and document templates incorporated, or your breach of any laws or the rights of a third party.

9. SOFTWARE

- 9.1 Software may be made available for you to download in order to help the Site work better. You may only use such software if you agree to be bound by the terms and conditions that apply to such software (this is sometimes known as an 'end user licence agreement' or 'EULA'). You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be allowed to download the software. You should read any terms and conditions carefully to protect your own interests (they may contain provisions that set out what your legal rights are under, eg, the Consumer Rights Act 2015, what your legal responsibilities are when using software, what the software provider's legal responsibilities are, and provisions that limit a software provider's legal responsibilities to you).

- 9.2 All such software is solely for your personal use in a non-commercial manner.

- 9.3 Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.

10. ACCURACY OF INFORMATION AND AVAILABILITY OF THE SITE

- 10.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.

- 10.2 For the avoidance of doubt, solely purchasing any one or more Products from the Site will not in itself guarantee you ISO certification. Such certification is reliant on correctly purchasing Products and/or applications along with completing and submitting them. Any award of certification is decided by the awarding body. You acknowledge and agree that we cannot be held accountable for any failure by you to achieve ISO accreditation.

- 10.3 We may suspend or terminate operation of the Site at any time as we see fit.

- 10.4 You may have certain legal rights when using the Site, these are also known as 'statutory rights' as they are derived from laws such as the Consumer Rights Act 2015. A summary of your key rights can be provided to you upon request.
- 10.5 Content and Products on our Site are provided for your general information purposes, to inform you about us and our products, features and services that may be of interest and assist in the Applicant becoming ISO certified. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 10.6 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

11. HYPERLINKS AND THIRD PARTY SITES

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

12. LIMITATION ON OUR LIABILITY

12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.1.1 losses that:

12.1.1.1 were not foreseeable to you and us when these Terms were formed; or

12.1.1.2 that were not caused by any breach on our part;

12.1.2 business losses; and

12.1.3 losses to non-consumers.

12.2 We accept no liability for transactions processed through the Site that are handled by Stripe. No payment details are collected, processed or stored by us. We do not accept responsibility for any problems you may have in making payment through Stripe.

13. WARRANTY

13.1 We provide the Site, Product/s and Content "as is" and without any warranty or condition, express, implied or statutory.

13.2 We specifically disclaim any implied warranties of title, merchantability, performance, fitness for a particular purpose and non-infringement.

13.3 No advice or information (oral or written) obtained from the Site by you shall create any warranty.

14. EVENTS BEYOND OUR CONTROL

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

15. VARIATION

These Terms are dated **17 May 2023**. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 15. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

16. ASSIGNMENT

Save for any Intellectual Property Rights created in any derivative of the Products and/or document templates, you may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without our prior written consent, such consent not to be unreasonably withheld or delayed.

17. DISPUTES

17.1 We will try to resolve any disputes with you quickly and efficiently.

17.2 If you are unhappy with us please contact us as soon as possible.

17.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

17.3.1 let you know that we cannot settle the dispute with you; and

17.3.2 If you want to issue court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

18. NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Terms do not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

19. COMPLIANCE WITH LAW

You shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations

and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Terms.

20. THIRD PARTY RIGHTS

- 20.1 Except as expressly provided for in clause 20.2, a person who is not a party to the Contract shall not have any rights under the (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Terms.
- 20.2 Any Affiliate of us shall be entitled under the (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Terms. The consent of any such Affiliate is not required in order to rescind or vary the Terms or any provision of it.

21. GOVERNING LAW AND JURISDICTION

- 21.1 The Terms and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Terms, its subject matter or formation (including non-contractual disputes or claims).