

Terms and Conditions for Screening Assessment

1. General

These General Terms and Conditions apply to Screening Assessment provided by Symbiotics Limited. Customers' own General Terms and Conditions are not applicable. Deviations from these General Terms and Conditions must be agreed upon in writing to be effective.

2. Commencement of Contract

Acceptance of contract is effected by the Customer fully completing the online registration and payment process. By completing the registration process, the Customer is acknowledging that he/she has read, understood and accepted these General Terms and Conditions which, together with the privacy notice, comprise the sole and entire Contract between the parties. Upon receipt by Symbiotics Limited of the completed registration and payment, Symbiotics Limited will issue a licence key redeemable on the ADAPT Assessment Platform and instructions for use via email.

3. Termination of the Contract by Customer

The customer may terminate the contract by written notice to Symbiotics Limited. Termination will be effective at the close of the working day five days after the date on which it was sent, as evidenced by either the email date or the date on the written document. In the event of no date being given, the termination notice will be deemed to have been despatched one working day before the date on which it is received. At the point of Termination all unused licences will be voided and no further Screening Assessment reports will be retrievable.

4. Refunds

Symbiotics Limited operates a refund policy which is pursuant to the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

You can request a full refund up to 14 business days (which exclude Saturdays, Sundays and UK public holidays) – known as the 'cooling off period' – after confirmation that your purchase has been completed for the Screening Assessment, provided that the licence key has not been redeemed, or any attempt made to complete any tests. Any request for withdrawal or cancellation after 14 business days following purchase, or once the Screening Assessment has been started, completed, or any attempt made to complete any tests, if approved, will not receive a refund. Symbiotics Limited will process the refund due to you as soon as possible and, in any case, within 30 business days of the day on which you requested it.

5. Liability/Safety Rules and Insurances

Symbiotics Limited shall not be liable for any kind of damage arising directly or indirectly out of or in connection with the performance or non-performance of the Screening Assessment, unless such damages have been caused by the gross negligence or intent of the officers, employees or agents of Symbiotics Limited or its Directors.

6. Copyright on Licensed Material

Copyright on material provided by Symbiotics Limited including but not limited to, tests, software and manuals – the licensed material – remain with Symbiotics Limited. Customer and assessment participants may not copy licensed material, make it available to third parties or use it out of the scope of the agreed services without Symbiotics Limited prior written consent.



It is further understood and agreed that monetary damages would not be a sufficient remedy for any breach of copyright and that Symbiotics Limited shall be entitled, in addition to all other remedies available in law or equity, to equitable relief, including injunction, as a remedy for any such breach.

7. Other Duties

Symbiotics Limited will treat any information about Screening Assessment participants and/or any internal business information of the customer as confidential.

8. Applicable Law, Place of Jurisdiction

This agreement shall be construed in accordance with and governed by the laws of England and Wales.