



Last Updated 03 May 2026

These Terms of Sale set out the terms under which a Subscription is sold by Us to business customers through this website, portal.bishop-cyber.co.uk ("Our Site"). Please review these Terms of Sale thoroughly and make sure you understand them prior to acquiring a subscription. Reading and acknowledging these Terms of Sale will be a mandatory step during the purchase process. If you do not consent to adhere to and be obligated by these Terms of Sale, you will not have the ability to buy a Subscription and access Services via Our Site. It's important to note that these Terms of Sale, along with all Contracts, are exclusively presented in the English language.

Terms and information that are specific to accessing Services from Our Site are set out in the attachment below for ease of reference but they will have the same effect as if set out in these Terms of Sale.

1. Definitions

In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Account"

means the account created by You through Our Site to purchase and access Services

"Authorised Use Declaration"

means the authorised use declaration, as updated from time to time, which must be completed by You before We activate any Phishing Simulation Services

"Contract"

means the contract between You and Us for the purchase of a Subscription through Our Site, formed in accordance with Clause 6

"Data Protection Legislation"

means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); the Data (Use and Access) Act 2025; and the Privacy and Electronic Communications Regulations 2003 as amended

"Phishing Simulation Services"

means the simulated phishing email services made available by Us through Our Site, whether purchased as a standalone Subscription or as part of, or in addition to, a Subscription for Training Services, including the sending of simulated phishing campaigns, related awareness messaging, and reporting features, as described on Our Site

"Purchase Confirmation"

means Our email confirming that payment has been successfully processed and that Your Subscription has been activated, subject where applicable to any additional onboarding requirements for Phishing Simulation Services

"Services"

means the Training Services, Phishing Simulation Services, and any related platform access, reports, certificates, materials, and resources made available by Us

"Subscription"

means the annual business subscription purchased by You through Our Site for access to the Services, which renews automatically on a yearly basis unless cancelled or terminated in accordance with these Terms of Sale

“Training Services”

means the online cyber security awareness training modules, assessments, certificates, and related resources made available by Us through Our platform as part of a Subscription

“Verified Domain”

means any email domains which We have approved for use in connection with the Phishing Simulation Services, whether because it is Your primary domain or because additional verification has been completed to Our satisfaction

“We/Us/Our”

means Bishop Consultancy UK Ltd a company registered in England under company number 04456435 with a registered office address of 5 Wainwright Way, Kesgrave, Ipswich, Suffolk, England, IP5 2XG

2. About Us

2.1 Our Site, portal.bishop-cyber.co.uk is owned and operated by Us.

2.2 Our VAT number is GB799047473

3. Access to and Use of Our Site

3.1 You will not be charged to access Our Site. However, some parts of Our Site require you to purchase Services.

3.2 You are responsible for arranging access to Our Site.

3.3 Access to Our Site is offered in its current state, without any warranties, and on an availability basis. We reserve the right to modify, suspend, or cease operations of Our Site, or any portion thereof, at any time and without prior notice. We shall not be held responsible for any inconvenience or harm caused if Our Site, or any segment of it, becomes inaccessible at any given time and for any duration.

3.4 Only a person aged at least 18 years of age can set up an Account or purchase a Subscription through Our Site.

4. Business Customers and Consumers

4.1 These Terms of Sale are exclusively relevant to business customers. They do not apply to individual consumers who sign up to a Subscription for personal purposes, unrelated to their trade, business, craft, or profession. If you are a consumer, it is advisable to contact us for guidance before proceeding with a purchase.

4.2 These Terms of Sale form the complete agreement between you and Us regarding the purchase of a Services. You understand that you have not placed reliance on any statement, representation, warranty, assurance, or promise made by Us or on Our behalf that is not explicitly outlined in these Terms of Sale. Furthermore, you agree not to make any claims for innocent or negligent misrepresentation or negligent misstatement based on any statements herein.

5. Subscription, Services, Pricing and Availability

5.1 We make all reasonable efforts to ensure that all descriptions of the Services available from Us correspond to the services that You will receive. The Services available may include Training Services, Phishing Simulation Services or a combination of both, depending on the Subscription options selected by You at the time of sign up.

5.2 The Training Services are provided on a 12 month rolling Subscription basis. The Phishing Simulation Services may be purchased either as a bolt on to a Training Services Subscription or as a standalone Subscription. In either case, the Phishing Simulation Services are provided on a 12 month rolling

Subscription basis and will renew automatically unless cancelled in accordance with these Terms of Sale. Where Phishing Simulation Services are purchased as a bolt on to Training Services, they will form part of the same order, invoice, Subscription term and renewal cycle as the Training Services. Where Phishing Simulation Services are purchased as a standalone Subscription, they will have their own Subscription term and renewal cycle.

- 5.3 During the sign up process, You must select the Subscription and/or Services You require, including the number of training seats where Training Services are purchased and whether Phishing Simulation Services are included. It is Your responsibility to ensure that the Services selected are suitable for Your organisation's requirements.
- 5.4 The Services made available to You will correspond with the Subscription options You have ordered, as described on Our Site and in any related order summary shown to You before payment is taken.
- 5.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of publication. Price changes will not affect any current Subscription term or Services that You have already purchased, but may apply to any renewal term or new Subscription or Services purchased after the change takes effect.
- 5.6 We may change Our prices from time to time. Any change in price will apply only from the start of the next renewal term or to any new Subscription or Services purchased after the revised pricing takes effect. We will give You at least 14 days' notice of any price change before it applies to a renewal. If You do not agree to the revised price, You may cancel Your Subscription so that it does not renew for the next Subscription term.
- 5.7 All prices are checked by Us before We process Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform You of the mistake. If the correct price is lower than that shown when You placed Your order, We will charge the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to proceed at the correct price or to cancel Your order. We will not process the order until We receive Your instructions. If We do not receive a response from You within 7 days, We will treat the order as cancelled and notify You in writing.
- 5.8 If We discover an error in the price or description of a Subscription or any Services after Your order has been processed, We will inform You as soon as reasonably possible and make all reasonable efforts to correct the error. If the error materially affects the Services You have purchased, You may contact Us to discuss the position and, where appropriate, cancel the affected Contract.
- 5.9 If any of Our prices change between the time You place Your order and the time payment is taken, You will be charged the price shown on Our Site at the time You submitted Your order.
- 5.10 All prices shown on Our Site exclude VAT, where applicable. If the VAT rate changes between the time of Your order and the time payment is taken, the amount of VAT payable will be adjusted automatically when payment is processed.
- 5.11 It is Your responsibility to ensure that all domain information, user information, seat requirements, and service selections submitted during the sign up process are accurate and complete. We are not responsible for delays or inability to provide the Services where incorrect or incomplete information is provided by You.
- 5.12 We may, from time to time, update training content, phishing templates, reports, or related materials as part of the Services.

Phishing Simulation Activation

- 5.13 Where You purchase Phishing Simulation Services, You acknowledge and agree that:
 - 5.13.1 we will require completion of an Authorised Use Declaration before activating those services;
 - 5.13.2 we will require verification of any domains to be used in connection with the Phishing
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Simulation Services;

- 5.13.3 we will not send simulated phishing emails to any domain that is not a Verified Domain;
- 5.13.4 you are responsible for ensuring that any domain submitted by You is owned, controlled, or otherwise properly authorised for use by You;
- 5.13.5 we may suspend, delay, or refuse Phishing Simulation Services where We reasonably believe there is a risk of misuse, lack of authority, inaccurate information, or technical or legal issues affecting delivery;
- 5.13.6 the performance of this service is dependent on technical configuration within Your organisation, including allowlisting, whitelisting, email gateway configuration, and other internal mail handling settings. We do not guarantee successful delivery of phishing simulation emails where such technical requirements have not been completed or maintained by You; and
- 5.13.7 you are responsible for ensuring you have authority to submit domains and recipient data used for phishing simulations.

6. Orders – How Contracts Are Formed

- 6.1 Our Site will guide You through the order process. Before submitting Your order, You will have the opportunity to review and amend it. It is Your responsibility to check that the information You provide, including company details, Subscription and/or Services selection, domain details, and user information, is complete and accurate.
- 6.2 By submitting an order through Our Site, You are making an offer to purchase the Subscription or Services You have selected.
- 6.3 During the sign up process, You must review Your order, accept these Terms of Sale and any other documents We require You to accept, including the Data Processing Agreement where applicable, and provide valid payment details.
- 6.4 Payment is taken immediately through Our third party payment provider at the point You submit Your order.
- 6.5 The Contract between You and Us is formed when payment has been successfully processed and We send You a Purchase Confirmation.
- 6.6 Your Purchase Confirmation will include confirmation of the Services purchased, their main features, the amount paid, and information about how to access Your Account and the Services.
- 6.7 If We are unable to provide any part of the Services because the information You have provided is incomplete, inaccurate, or requires further verification, We will notify You as soon as reasonably possible. Where this affects Phishing Simulation Services, We may delay activation until the Authorised Use Declaration has been completed and any required domain verification has been completed to Our satisfaction.
- 6.8 We reserve the right not to activate or provide Phishing Simulation Services in relation to any domain that has not been verified by Us.

7. Payment

- 7.1 Payment for Your Subscription and/or Services must be made in advance. Payment will be taken immediately at the point of sign up through Our third party payment provider. Renewal payments will be taken automatically on each renewal date unless the Subscription has been cancelled in accordance with these Terms of Sale.
 - 7.2 We accept all major debit and credit cards on Our Site.
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- 7.3 If you do not make any payment due to Us on time, We will suspend your access to the Services. For more information, please refer to sub-Clause 8.4. If you do not make payment within 14 calendar days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 7.4 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 7.5 If you believe that We have charged you an incorrect amount, please contact Us using the contact details in Clause 14 as soon as reasonably possible to let Us know.

8. Providing the Services

- 8.1 Subject to successful payment, access to the Training Services will normally be made available to You as soon as reasonably practicable following receipt of the Purchase Confirmation and will continue for the duration of the Subscription, unless the Contract is ended earlier in accordance with these Terms of Sale. Where Your Services include Phishing Simulation Services, those services will only be activated once We have received a completed Authorised Use Declaration, Verified Domain and other onboarding requirements We reasonably require.
- 8.2 Under specific conditions, We may find it necessary to temporarily suspend the provision of your Services, either in their entirety or in part, for the following reasons:
 - 8.2.1 To address technical issues or implement essential minor technical adjustments;
 - 8.2.2 To update the Services in alignment with appropriate alterations in the law or other regulatory necessities; or
 - 8.2.3 To implement more substantial modifications to the Services.
- 8.3 If We need to suspend availability of the Services for any of the reasons set out in sub-Clause 8.2, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Services, in which case We will inform you as soon as reasonably possible after suspension). If the suspension lasts (or We tell you that it is going to last) for more than 30 days, you may end the Contract as described below in sub-clause 11.2.
- 8.4 We may suspend your access to the Services if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however, if you do not make payment within 7 days of Our notice, We may suspend your access to any Services until We have received all outstanding sums due from you. If We do suspend your access, We will inform you of the suspension. You will continue to be charged for the Subscription or any renewal during any period of suspension due to non-payment.

9. Licence

- 9.1 When you purchase any Services, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the relevant Services for commercial purposes. The licence granted to you does not give you any rights to Our content (including any material that We may licence from third parties).
- 9.2 The licence granted to you under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:
 - 9.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Services (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

10. Ending your Subscription

- 10.1 Your Subscription is for a minimum term of 12 months from the date of first payment. You may give notice
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to cancel at any time during the Subscription term, however no refunds will be given for early cancellation. If You cancel during a current Subscription term, Your access to the Services will continue until the end of the paid Subscription period, after which the Contract will end and Your Subscription will not renew.

10.2 Your Subscription will renew automatically at the end of each 12 month Subscription term unless You notify Us in writing at least 30 days before the relevant renewal date that You wish to cancel. If You do not give notice in accordance with this Clause, the Subscription will renew for a further 12 month term and the applicable renewal fees will become payable.

10.3 If You wish to cancel Your Subscription under this Clause 10, You must notify Us in writing using the contact details set out in Clause 14. Cancellation by email will take effect from the date on which We receive Your notice. Where notice is received less than 30 days before the renewal date, the cancellation will take effect at the end of the following Subscription term unless We agree otherwise in writing.

10.4 Subject to Clause 11, no refunds will be payable where You cancel during a current Subscription term.

11. Terminating the Contract due to Our Actions or Future Actions

11.1 If your access to your Services is suspended for a duration exceeding 30 days or if We have notified you of an anticipated suspension exceeding 30 days, you have the right to terminate the Contract immediately, as specified in sub-Clause 8.3. In such a case, We will provide you with a pro-rata refund.

11.2 If We inform you of an error in the price or description of any Services and you wish to end the Contract as a result, you may end it immediately.

11.3 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.

11.4 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation using the contact details provided at sub-Clause 14. In each case, provide Us with your name, address, email and telephone number

11.5 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel. Refunds under this Clause 11 will be made using the same payment method that you used when making your purchase.

12. Liability

12.1 Subject to sub-Clause 12.4, We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, loss of business opportunity, loss of anticipated savings, loss of goodwill, or for any indirect or consequential loss arising out of or in connection with the Contract.

12.2 Subject to sub-Clause 12.4, We shall not be liable for any loss, damage, delay, failure, or reduced effectiveness arising out of or in connection with:

12.2.1 any inaccurate, incomplete, outdated, or misleading information, data, domain details, user details, seat requirements, or other materials provided by You or on Your behalf;

12.2.2 any failure by You to complete or maintain any required onboarding steps, technical configuration, allowlisting, whitelisting, domain verification, email gateway configuration, or other system or mail handling requirements necessary for the proper operation of the Services;

12.2.3 any filtering, blocking, quarantine, safe links processing, link rewriting, spam filtering, firewall rule, security setting, or other mail handling or security measure applied by You, Your email provider, internet service provider, host, platform provider, or any other third party;

12.2.4 any misuse of the Services by You or by any person using the Services through Your Account or on Your behalf, including any use outside the scope permitted by these Terms of Sale;

12.2.5 any decision, action, or omission by You in relation to Your employees, workers, contractors, or other personnel arising from or connected with the Services or any results, reports, or information generated through the Services, including any disciplinary action, grievance, complaint, investigation, internal dispute, or employment related process; or

12.2.6 any failure by the Services to achieve any particular commercial, operational, legal, regulatory, compliance, certification, training, behavioural, cyber security, or risk reduction outcome.

12.3 Subject to sub-Clause 12.4, We do not warrant or guarantee that the Services will be uninterrupted, error free, compatible with all systems, free from delay, or that any phishing simulation email will successfully reach its intended recipient or inbox.

12.4 Our total liability to You for all losses arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total sums paid by You to Us under the Contract in the 12 months immediately preceding the event giving rise to the claim.

12.5 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

13. Events Outside of Our Control

13.1 We shall not be liable for any failure or delay in performing Our obligations under the Contract where such failure or delay results from events outside Our reasonable control, including but not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism, war, epidemic, pandemic, or other similar events.

13.2 If such an event occurs:

13.2.1 We will inform You as soon as reasonably possible and take reasonable steps to minimise the impact;

13.2.2 Our obligations will be suspended for the duration of the event and any time for performance will be extended accordingly; and

13.2.3 if the event continues for more than 90 days, either party may cancel the Contract by giving written notice.

13.3 Where the Contract is cancelled under sub-Clause 13.2.3, any refunds due will be paid as soon as reasonably possible and in any event within 14 days, using the same payment method used for the original purchase.

14. How to Communicate and Contact Us

If you wish to contact Us with any questions, complaints, or feedback you may contact Us by telephone at 0330 223 5742 or by email at enquiries@bishop-consultancy.co.uk

15. Data Protection and Confidential Information

15.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.

15.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <https://portal.bishop-cyber.co.uk/legal/prv-001.php> and Cookie Policy <https://portal.bishop-cyber.co.uk/legal/cky-001.php>.

- 15.3 To the extent that We process personal data on your behalf in connection with the Services, such processing will be carried out in accordance with the Data Processing Agreement, which forms part of the Contract.
- 15.4 Each party agrees that it shall keep confidential any confidential information of the other party disclosed to it in connection with the Contract and shall not use such information for any purpose other than to perform its obligations or exercise its rights under the Contract.
- 15.5 Confidential information shall not include information which:
- 15.5.1 is or becomes publicly available other than through a breach of this Clause;
 - 15.5.2 was lawfully in the receiving party's possession before disclosure;
 - 15.5.3 is lawfully disclosed to the receiving party by a third party without restriction; or
 - 15.5.4 is required to be disclosed by law, a court of competent jurisdiction, or a regulatory authority.
- 15.6 Each party shall take all reasonable steps to ensure that its employees, agents, and contractors comply with this Clause 15.
- 15.7 This Clause 15 shall continue in force after termination or expiry of the Contract.

16. Additional Terms

- 16.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 16.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 16.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 16.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 16.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your purchase, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them.

17. Law and Jurisdiction

- 17.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed under English law.
- 17.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
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Attachment

1. Access to the Services

Your Subscription provides access to the Services via Our online platform. The Training Services are delivered through this platform, and where applicable, Phishing Simulation Services are delivered via email to the domains and users specified by You.

Access to the Services depends on You having suitable devices, systems, and internet connectivity (see paragraph 3 below). We will make the Services available using Our chosen platform provider(s), which may change from time to time.

2. Platform and Third Party Services

We use third party providers to host and deliver the Services. This enables Us to provide access to the Services over the internet.

You acknowledge that:

- access to the Services may require the use of third party platforms, systems, or services;
- We are not responsible for any separate terms, conditions, or policies imposed by those third party providers; and
- We shall not be liable for any acts, omissions, failures, or delays of those third party providers outside Our reasonable control.

We do not provide any device, internet connection, software, or other equipment required to access the Services.

3. Your Technology and Technical Requirements

It is Your responsibility to ensure that You have access to, and familiarity with, all necessary technology to access and use the Services.

You must ensure that You have:

- a. an appropriate functioning device;
- b. stable and reliable internet access;
- c. a compatible and up to date browser and operating system; and
- d. access to and control over the relevant email systems and domains where Phishing Simulation Services are used.

Where You purchase Phishing Simulation Services, You are responsible for:

- ensuring that all domains used are owned, controlled, or authorised by You;
- completing any domain verification requirements;
- implementing any necessary allowlisting or whitelisting; and
- ensuring that Your email and security systems are configured to enable delivery of simulated phishing emails.

4. Scope of the Services and Technical Limitations

We do not provide advice or support in relation to Your internal IT systems, infrastructure, or configuration.

While We may offer suggestions in good faith where You report an issue, these are not provided as advice and We do not accept responsibility for any outcomes resulting from Your reliance on such suggestions.

The availability and performance of the Services may be affected by factors outside Our control, including:

- a. Your devices, systems, or internet connection;
- b. third party platforms, hosting providers, or service providers;
- c. email filtering, spam filtering, quarantine systems, firewall rules, safe links processing, link rewriting, or other security measures applied by You or third parties; or
- d. any failure by You to complete required configuration, onboarding, or technical setup.

We do not guarantee that any simulated phishing email will be delivered to a recipient's inbox, received, opened, or interacted with in any particular way.

5. Account Setup

To access the Services, You must create and maintain an Account via Our Site. Our Site explains how to set

up an Account.

We provide Services to business customers only. During account setup, You will be required to provide accurate and complete information and to create login credentials. You must ensure that this information remains up to date.

6. Your Responsibility for Your Account

You are responsible for maintaining the confidentiality and security of Your Account, including all usernames, passwords, and access credentials.

You may allow authorised members of Your organisation to access the Services using Your Account, but You remain responsible for all activity carried out under that Account.

You must:

- take all reasonable steps to prevent unauthorised access;
- notify Us immediately of any suspected unauthorised use or security breach; and
- ensure that all information provided through Your Account is accurate and up to date.

We shall not be liable for any unauthorised use of Your Account.

7. Nature of the Services

We will use reasonable care and skill in providing the Services.

The Services are designed to support cyber security awareness, training, and testing. However, the effectiveness of the Services will depend on a range of factors outside Our control, including user behaviour, internal processes, and system configuration.

We do not warrant or guarantee that:

- a. any particular outcome will be achieved;
- b. users will respond to training or phishing simulations in any specific way; or
- c. the Services will result in compliance with any legal, regulatory, or certification requirements.