

Terms and Conditions – Online Training

These terms and conditions govern the way in which we supply our products - online training courses and related materials.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. All rights not expressly granted in these terms are hereby reserved.

About us & Contacting us

Main contact: Catherine Stephenson, trading as **Therapeutic Teaching** (Facebook – Wholehearted Training).

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Grant of Licence

In consideration of your payment, we hereby grant you a licence to use the purchased online training materials on the webpage (“the Products”) for the duration of time agreed. This licence is limited, revocable, non-exclusive, non-sublicensable and non-transferable, and is subject to the rights and obligations granted under these Terms.

This licence is personal to you and cannot be shared or exchanged with others outside of your organisation.

General

We develop, distribute and maintain the Products and will also provide you with log in details. We will also manage your access to the Products and provide support to you, where necessary.

You shall not copy, modify, transmit, distribute or in any way exploit the Products or any other copyrighted materials provided other than for your individual training. Any other purpose is expressly prohibited under these terms. You shall also not permit anyone else to copy, use, modify, transmit, distribute or in any way exploit the Products or any other copyrighted materials.

We provide the materials ‘as is’ and without any warranties, whether express or implied, except those that cannot be excluded under statute. We also do not warrant that the materials will be error free, including technical inaccuracies. The Products are not medical advice.

Access to Materials

The starting date of your access to the Product(s) is deemed to be the date agreed, not the date of purchase. We will remind you **1 hour before your access time** on the date of booking. It is the responsibility of the delegate to ensure that all course content has been completed within the

allocated time period. If you do not think this will be possible contact us or the broker of the course at the earliest opportunity, then extensions of time **may** be available for purchase at an additional cost. These extensions cannot be agreed to follow directly on from the original access period and will have a new access password.

We will take all commercially reasonable steps to provide you with uninterrupted access to the Products. However, your access may be restricted from time to time for reasons beyond our control. Such reasons include force majeure events, power outages and actions from computer hackers and others acting outside the law.

Your access may also be interrupted due to software issues, server downtime, increased Internet traffic, programming errors, regular maintenance and other related reasons. Where this is the case, we will take commercially reasonable steps to restore your full access within a reasonable period of time. 'Commercially reasonable' in these terms shall mean reasonable efforts taken in good faith, without an unduly burdensome use or expenditure of time, resources, personnel or money.

Our aim is to provide training and materials of the highest quality. As such, improvements or changes to the Products or any other materials may occur at any time without prior notification in order to ensure that they are up to date and accurate. These changes will not affect access to the training for confirmed bookings.

Where your access to the Products is restricted for any of the above reasons, we may provide you with a free extension of time at our sole discretion.

Pricing & Payment

We use third party payment providers, depending on the way in which you make payments - [iZettle](#). Payment for the Products must be made at the point of purchase.

You agree to provide payment for the Products in the stipulated currency and you will be liable to pay any relevant conversion charges, as well as applicable sales tax in your region. Please note that your payment must be made in full before we provide you with access to the Products.

Your payment includes the licensing of the Products for a limited period of time that is appropriate for the course content- see estimated course completion time on the booking form. We are unable to provide a refund if you fail to complete the content within the allocated time, except at our absolute and sole discretion.

We reserve our right to review and change the pricing of any of our products. This will not affect products that have already been purchased.

Course Extensions

If you wish to move your booking date, up to 48 hours before your booked date, another date can be arranged for you at no additional cost.

Course access can be extended at 50 % of the original fee. This can be booked for a date in the future.

Cancellation Policy

Your Rights: Where Products are delivered to you immediately, you will not have the right to change your mind. In other cases, you may change your mind within fourteen (14) days of purchase, so long as materials have not been provided to you, downloaded, streamed or otherwise accessed. If you do wish to cancel, please contact us via email.

It is your responsibility to ensure that you meet the system requirements, including compatible hardware, software, telecommunications equipment and Internet service, prior to purchasing any content. We are unable to provide refunds where your access to the Products is inhibited due to insufficient system requirements.

We may restrict your access to the Products if you breach these terms, including without limitation:

- a) A failure to make any payment due to us or the broker/Third party provider
- b) Failure to provide accurate information that is necessary for us to provide the Products to you

In these circumstances, we will inform you in writing with seven (7) days' notice that your access to the Products will be restricted.

This is a summary of your key legal rights. For more detailed information, you can visit www.adviceguide.org.uk or call 03454 04 05 06, or if based outside the United Kingdom, we recommend you review your local statutory rights.

Under the laws of the United Kingdom, the Products must be as described, fit for purpose and of a satisfactory quality. If the Products are faulty, then you are entitled to ask for a repair or a replacement and if the fault cannot be fixed, or it has not been fixed within a reasonable time and without significant inconvenience, then you can get some or all of your money refunded.

If you can show that the fault has damaged your device and that we have not used reasonable care and skill, then you may be entitled to compensation.

Intellectual Property

All rights, title and interest in intellectual property rights relating to the Products including copyright, patents, trademarks, trade secrets, improvements, developments, proprietary information, know-how, processes, methods, business plans or models (including computer software and preparatory and design materials thereof) and all other intellectual property (whether registered or not) developed or created from time to time shall exclusively be owned by **Therapeutic Teaching**. While you may utilise the intellectual property, you understand that there shall be no transfer of ownership of the same. Nothing that you see or read in the Products may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use. All other trademarks, service marks and trade names in this material are the marks of the respective owners and any unauthorised use is prohibited.

Loss or Damages

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if

it is either obvious that it will happen or if we are both aware it might happen, such as where you have discussed the possibility with us during the sales process.

We are not liable to you in any way for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract or any and all other commercial damages or losses.

Our liability to you for any damage to your computer system or loss of data resulting from the downloading of content is limited to the amount you have paid for the Products. In no event shall we be liable for damages in excess of this sum.

Other Terms

You need our consent to transfer your rights under these terms to someone else. We may not agree to this as these terms grant a licence for your benefit only.

Nobody else has any rights under these terms – they are between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of these terms illegal, then rest will continue in force.

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

Governing law

These terms are governed by and construed in accordance with the laws of England and Wales and you can bring legal proceedings in the English courts. If you live in Scotland, you can bring legal proceedings in either the Scottish or English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

This was last updated in August 2020.