

COURSE TERMS AND CONDITIONS

Version 1.0 - Last updated 21/05/2018

WARNING

This website is operated by *Frances Byatt-Smith*, trading as 'Edinburgh Parent Centre' (referred to as "**we**" / "**our**" / "**us**"). As a user of this website (referred to as "**you**" / "**your**") you should ensure that you read and understand these Course Terms and Conditions before ordering any goods, places on our courses or other services via our website.

If you are uncertain as to your rights under these Course Terms and Conditions or you want any explanation about them please contact us at the address and telephone number set out at the end of these Course Terms and Conditions.

IMPORTANT INFORMATION

contract terms

It is our intention that the terms of the contract between us and you are all contained in:-

- Terms and Conditions on our website
- Our Privacy Policy on our website

We intend that the terms of our contract will also include any special agreed terms that have been subsequently discussed, confirmed and agreed in writing between you and us.

If goods or services ordered via this website are being provided by a third party, that third party's own terms and conditions may also apply to your order. We shall inform you at the time you place your order if third party terms and conditions apply and we shall also make a copy of these terms and conditions available to you at this time.

Changes to these terms and conditions

We reserve the right in our sole discretion to modify, alter or otherwise update these terms and conditions and the content of our web pages (including details of prices, products, courses and other services, and offers) at any time.

You will be asked to read and accept the terms and conditions each time you place an order, to ensure that you are familiar with the most current ones.

ORDER PROCESS

who is permitted to submit offers

You are only permitted to use this website to submit an offer to buy goods, places on our courses or other services if you are aged 16 years or older.

your offer to purchase goods / services

Nothing on this website is intended to mean that we are making a legally binding offer to you to provide goods, places on our courses or other services: instead, we are inviting you to make a legally binding offer to us to purchase goods, places on our courses or other services.

Offers can be submitted by completing the online order form on our website and clicking on the "SUBMIT ORDER" button.

acknowledgement of your offer

Once you have submitted your offer to us, you should be presented with a confirmation webpage which sets out the final details of your offer.

We shall also endeavour to confirm the details of your offer by email within 24 hours. Please note that although this email constitutes notification of receipt of your offer, it does not constitute our acceptance of your offer.

acceptance of your offer & formation of our contract

Unless specifically accepted by us as set out below, we will not be bound by any offers submitted by you via this website.

Our contract with you is formed only when we have accepted your order by:-

- delivering the goods or providing the services you have offered to purchase (in which case the date of formation of the contract is the date on which we attempt to deliver the goods or perform the services); or
- if earlier, sending you notice of our acceptance by email or by post (in which case the date of formation of our contract is the date shown on that notice of acceptance).

All contracts shall be concluded in the English language.

rejection of your offer

It is entirely at our discretion to accept or reject any offer submitted by you. Our acceptance of such offers is always subject to authorisation of your payment card (or receipt of payment in cleared funds), availability of stock at the stated price and confirmation that you have read and accepted these terms and conditions by clicking on the "I ACCEPT" button.

If for whatever reason we are unable to accept your order, we shall endeavour to notify you of this promptly and shall provide a full refund of any prepayments made.

DELIVERY OF GOODS / PERFORMANCE OF SERVICES

address

Goods ordered via this website can only be delivered to addresses in the UK (and such other territories as may be specifically detailed in our website), being the address provided by you in your offer to purchase goods or services from us. Courses and other services can only be delivered at the venues specified on our website.

All goods must be signed for on delivery, the signatory being either you or another person authorised by you who is aged 16 years or over.

date

If we accept your offer to purchase goods, places on our courses or other services from us, we shall use reasonable endeavours to deliver the goods or provide the services you have ordered:-

- within thirty (30) days after we receive your offer; or
- if we agree an alternative date with you, by that date (provided that the alternative date is not merely declared to be an estimate).

We can only deliver goods to you during our normal working hours, on normal working days Monday to Friday (excluding public holidays). We will agree specific day and exact time or period in the day at which the course you have booked will take place.

delay

If we anticipate any delay in delivery or performance, we shall endeavour to notify you of such delay as soon as possible.

If we cannot supply you with the goods, places on our courses or other services you have ordered within thirty (30) days after we receive your offer (or by any alternative date we have agreed with you), we shall endeavour to inform you accordingly and you shall have the option of either:-

- accepting a later delivery/performance date which we propose to you; or
- cancelling your contract with us (or, as appropriate, cancelling your offer) and accepting a refund of any prepayments which you have made.

If we are unable to contact you (or are otherwise unable to ascertain your preference in relation to the above two options) within seven (7) days after the expected delivery date our contract with you shall be treated as cancelled in full.

failure to accept goods

If delivery of goods ordered by you is not accepted within two weeks of our first attempt to deliver the goods to any specified address, we reserve the right to charge you for any consequential storage costs reasonably incurred by us.

PAYMENT

payment methods

All payments must be made in UK pounds Sterling (and we reserve the right to make any refunds in UK pounds Sterling.) Our receipt of cleared funds sent by you does not constitute our acceptance of your order.

Payment for goods, places on our courses or other services ordered is processed using the services of [Paypal](#). Payment may be made by any of the methods below and will be debited when we accept your offer, or when we deliver the goods or perform the services ordered by you, whichever is earlier:-

- Visa/MasterCard
- BACS

We will tell you if your payment details cannot be authorised for any reason and may invite you to pay by another method.

price

All prices on this website are quoted in UK pounds Sterling and include VAT where applicable.

delivery charge

In addition to the price of goods, delivery charges may be payable by you. The delivery charge will be that shown on the order form section of our website at the time you place your order. A greater charge is applicable to delivery outwith the UK: this should be detailed on our website but should you have any queries, please do not hesitate to contact us.

VAT number

Non applicable

ERRORS

errors made by us

While we try to ensure that the descriptions, prices and delivery charges displayed on our website are correct, errors may occur. If, prior to delivery to you, we discover an error in relation to goods or services you have ordered, we will inform you as soon as possible and you will then have the option of either:-

- confirming your offer to purchase subject to the corrected description, price or delivery charge; or

- cancelling your offer to purchase and receiving a full refund of any prepayments.

If we are unable to contact you (or are otherwise unable to ascertain your preference in relation to the above two options) within seven (7) days after the expected delivery date our contract with you shall be treated as cancelled in full.

errors made by you

Information that you provide to us by using this website must be accurate and complete. Errors in your offer should be corrected prior to the conclusion of our contract. You can correct such error: -

- *Prior to submitting your offer to us:* by re-entering the relevant information in our online order form, using the 'BACK' button where required; or
- *After you have submitted your offer to us:* by contacting us by post or by email, prior to acceptance by us of your offer. Our contact details can be found at the end of these Course Terms and Conditions.

CANCELLATION

our right to cancel

The sale and supply of goods, places on our courses or other services are always subject to availability of stock, availability of staff and venues, and receipt of your payment in cash or in cleared funds, so:-

- In the event that we are reasonably unable to supply the goods, course or other services which you have ordered due to circumstances beyond our control, we will endeavour to inform you of this as soon as possible and our contract with you will, insofar as it relates to goods or services which we are unable to supply, be treated as cancelled. Any prepayment which you have made will be refunded to you in full.
- In the event that your payment is not authorised, we will endeavour to inform you of this as soon as possible and our contract with you will be treated as cancelled.

your right to cancel

You have a right to cancel your order for goods or services at any time before the expiry of the "**cooling-off period**", which is a period of seven (7) working days after the date on which:-

- *if your order was for goods*, you receive the goods; or
- *if your order was for services*, our contract with you is formed (by us accepting your offer in accordance with the 'order process' explained above.)

exceptions to your right to cancel

You do **not** have a right to cancel your order:-

- after the end of the cooling-off period (unless the goods, courses or other services provided are faulty, defective or not in accordance with specification); or
- if your order is for a place on our courses or other services and you have agreed to performance of these services before the cooling-off period has ended; or
- if your order is for goods which are perishable or, by reason of their nature, cannot be returned; or

- if your order is for goods which have been specifically made to your specification, are clearly personalised or are otherwise unique (unless the goods or services provided are faulty or not in accordance with specification).

If, at our sole discretion, we allow you to return unwanted goods which conform to contract after the cooling-off period has ended, we reserve the right to charge you a handling fee based on any consequential costs we incur.

how to exercise your right to cancel

If you wish to cancel your order, you must notify us (using the contact details provided at the end of these Course Terms and Conditions) by delivering the notice to us by hand, by post, or by email. If you have placed more than one current order, please specify clearly which order you wish to cancel.

return of goods where your order is cancelled

If you wish to exercise your right to cancel after the goods you have ordered have been delivered, you must arrange for return of the goods to us at your own cost within seven (7) working days from the date we receive notice of cancellation from you.

If you fail to return the goods to us within this time, you must, at our request, make the goods available for collection and we reserve the right to charge you the direct cost to us of recovering the goods.

duty to take care of goods

You are under a duty to take reasonable care of goods to be returned following cancellation by you. You will be liable for any loss or damage to the goods if you fail in this duty. Without limitation, this duty requires you to ensure that:-

- prior to being returned to us, the goods are carefully, safely and securely stored;
- goods being returned are packaged in a manner which is adequate for transit, taking into account the nature of the goods being returned and the distance which they are required to travel (please use the original protective packaging if still available: we will not provide additional packaging or boxes); and
- (unless we decide to exercise our right to recover the goods from you), the goods are correctly addressed, bear adequate postage and are transported using a reputable carrier so as to ensure that the goods are not lost or damaged in transit.

refunds

If your order is cancelled, we will refund to you any monies paid within thirty (30) days of notice of cancellation being given.

We reserve the right to deduct from the monies being refunded the direct cost to us of the administration and booking of a session unless you give us 24 hours advance notice of cancellation. Re-scheduling or cancellation of appointments: At least 24 hours notice of any change must be given otherwise a 25% cancellation charge will be made.

DEFECTIVE GOODS

rejecting Session or course

If you are not happy about your course or session or if EPC ever does or says something in a session that you don't feel comfortable with or if you have a concern with the way we are working, please let us know as soon as possible.

LIABILITY

WARNING

This section contains provisions which restrict the extent to which we are liable to you for any loss you may suffer in connection with use of our website and goods, our courses or other services ordered via this website.

By using this website to place an order for goods, places on our courses or other services, you also agree that you will be liable for any loss we (or certain people connected with us) suffer as a result of breach of these Course Terms and Conditions by you or by certain people connected with you.

Nothing in these Course Terms and Conditions is intended to restrict liability arising under our Website Terms of Use

your and our liability

Nothing in these Course Terms and Conditions is intended to exclude liability (if any) for personal injury or death resulting from our negligence, for fraud or for any matter which it would be illegal to exclude or to attempt to exclude.

You and we shall only be liable to each other under these Course Terms and Conditions for losses which are a reasonably foreseeable consequence of the relevant breach of contract. Neither you nor we shall be liable to each other under these Course Terms and Conditions for any other loss or damage, subject to the paragraph above.

circumstances beyond our control

We shall be under no liability for any delay or failure to deliver goods or otherwise perform any obligation as specified in these Course Terms and Conditions if the same is wholly or partly caused, whether directly or indirectly, by circumstances beyond our reasonable control.

no implied warranties

All warranties relating to goods, our courses or other services ordered via our website which are not expressly stated in these Course Terms and Conditions are hereby excluded to the fullest extent permitted by law.

liability passed from us (and others) to you

You agree that you shall be liable for any foreseeable and reasonable costs incurred by us in respect of any and all demands, liabilities, losses, costs and claims (including reasonable legal fees incurred in defending any action or otherwise) sustained or incurred by us, our agents, suppliers, customers, officers, or employees, and arising as a result of breach by you of these Course Terms and Conditions.

GENERAL

headings

The headings are for convenience only and shall not affect the construction or interpretation of these Course Terms and Conditions.

interpretation

In these Course Terms and Conditions, unless the context otherwise requires:-

- the singular shall include the plural and vice versa; and
- words importing the whole shall be treated as including a reference to any part thereof.

waiver

Any waiver by either you or us of a breach of any provision of these Course Terms and Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision of these Course Terms and Conditions.

our relationship with you

You and we are, with respect to one another, independent parties. Nothing in these Website Course Terms and Conditions is intended to nor shall create any partnership, joint venture or agency.

transfer of rights / obligations

We shall be entitled to transfer, sub-licence and/or assign any of our rights and/or obligations under these Course Terms and Conditions. This will not affect your rights under these Course Terms and Conditions.

You may not transfer, sub-licence or assign any of your rights or obligations under these Course Terms and Conditions without our written consent.

severability

Every provision of these Course Terms and Conditions shall be construed separately, applying and surviving even if for any reason any of these provisions is held inapplicable or unenforceable in any circumstances.

law & jurisdiction

These Course Terms and Conditions shall be governed by and construed in accordance with Scots law and you agree to submit to the non-exclusive jurisdiction of the Scottish courts.

You are solely responsible for compliance with any applicable laws of the country from which you access our website.

CONTACTING US

queries, comments and complaints

If there is anything in these terms and conditions which you do not understand or you have any other queries, comments or have a complaint, please contact us. Our contact details are as follows:-

Postal address:

The Edinburgh Parent Centre, 28 Kirk Brae, Edinburgh EH16 6HH

Email address:

info@edinburghparentcentre.co.uk

Telephone number:

0131 664 5388

We recommend that you print out a copy of these terms and conditions for your future reference.

WEBSITE TERMS OF USE

Version 1.0 - Last updated 21/05/2018

WARNING

Please read these terms and conditions carefully: if you do not agree to all of the following terms and conditions for use of this website, please leave this website immediately.

IMPORTANT INFORMATION

acceptance of these terms

The use of these World Wide Web pages of Frances Byatt-Smith, trading as 'The Parent Centre' (referred to as "**we**" / "**our**" / "**us**") is subject to the terms and conditions set out below.

As a user of this website (referred to as "**you**" / "**your**"), your use will be deemed to constitute your acceptance of these terms and conditions.

changes

These Website Terms of Use contain the entire understanding between you and us in relation to use of our website and its content but we reserve the right in our sole discretion to modify, alter or otherwise update these terms and conditions and our web pages at any time without further notice and you agree to be bound by any such modifications, alterations or updates. You should check this website from time to time to review the then current version of these Website Terms of Use.

other important legal information

For information about how we process your personal data, please read our Privacy Policy on our website. For further information about purchasing goods, places on our courses or other services from us, please also read our Terms and Conditions on our website.

PERMITTED USE OF THIS WEBSITE

licence

The copyright in material on these web pages and the database right in this website is either owned by or licensed to us and is protected by the laws of the United Kingdom, international treaties and all other applicable intellectual property laws.

You are permitted to retrieve and display content from this website on the device from which you initially accessed or downloaded it and you may print a single copy of individual pages on paper, solely for your personal non-commercial use.

accessibility

We support the [Web Accessibility Initiative](#) and are committed to making our site as accessible as possible to everyone.

We welcome your comments and suggestions about how to make this website more accessible. If you are unable to access the information you require from this website, please contact us for assistance – our contact details are provided at the end of these Website Terms of Use.

RESTRICTIONS ON USE OF THIS WEBSITE

our rights

Any unauthorised downloading, retransmission, or other copying or modification of any of the contents of any of these web pages may be in breach of statutory or common law rights which could be the subject of legal action.

republishing

You may not republish any of the content of this website in any manner without our prior written consent. Requests to republish, redistribute or syndicate content should be addressed to info@edinburghparentcentre.com

linking

You may only create a link to our website homepage at <http://www.edinburghparentcentre.co.uk> on the condition that you do **not** do any of the following:-

- create a frame or any other browser or border environment around this website;

- in any way imply that we are endorsing any products or services other than our own;
- misrepresent your relationship with us nor present any other false information about us; or
- create a link from a website which contains content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

You may not create any link to any other page of this website, nor frame it, without our prior written consent, nor may you restrict or inhibit the use or enjoyment of it by anyone else.

databases

You may not create a database in electronic or structured manual form by systematically downloading and storing all or any of the content of this website without our prior written permission.

editing

You may not:-

- remove any news source identification, copyright notices, trade mark notices, or other notices or proprietary restrictions from any of the material or information contained in these web pages;
- use any graphics from this website separately from accompanying text; or
- modify documents or related graphics on this website (or reproductions in other media of such documents or related graphics) in any way.

email

You agree not to send unsolicited e-mails for the purposes of advertising or market research to the e-mail addresses provided on this website.

offers

Nothing on this website constitutes a binding offer by us to perform any service or provide any goods.

Unless specifically accepted by us, we will not be bound by any offers submitted by you via this website. Acceptance by us of such offers is subject to payment clearance; availability of stock at the stated price; suitability of course dates, times and places; and acceptance by you of our course terms and conditions

password

Any password issued to you on registration may be used only by you. You are responsible for preventing unauthorised use of this password.

TRADE MARKS

our trade marks

Certain names, words, titles, phrases, logos, icons, graphics or designs for the pages of this website may also constitute trade names or unregistered trade marks of ours. This includes the words "EDINBURGH PARENT CENTRE", the strapline "CHILD RELATIONSHIP COACHING FOR PARENTS" and the 'Edinburgh Parent Centre' logo. The display of any trade names or trade marks on this website does not imply that any licence has been granted to you to use the same.

third party trade marks

All other company and product names together with all other third party devices, logos, icons, graphics or designs as may be referred to on the pages of this website from time to time, are the

trade marks of their respective owners and are exhibited only in such a manner as is intended to be for the benefit of such trade mark owners: we intend no infringement of such trade marks.

no endorsement

The appearance or absence of products, services, companies, organisations, or other such content on this website does not imply any endorsement or non-endorsement by us.

LIABILITY

WARNING

This section contains provisions which restrict the extent to which we are liable to you for any loss you may suffer in connection with your use of this website.

By using this website you also agree that you will be liable for any loss we (or certain people connected with us) suffer as a result of breach of these Website Terms of Use by you or by certain people connected with you.

Please read the following section carefully and if you do not agree to these conditions, please leave this website immediately.

content

The information, materials and functions contained in this website (including text, graphics, links or other items) are provided on an "as is" basis without any warranties of any kind and may be out of date or may otherwise contain errors or omissions. The information is for general purposes and guidance only and does not purport to constitute professional advice.

Although acceptance of advertisements on our website for goods or services provided by third parties is subject to our discretion, we do not accept liability in respect of any such advertisements.

hyperlinks

The provision by us of a link to another website does not constitute any authorisation by us to you to access materials held at that location, nor is it evidence of any endorsement by us of the material held there.

access abroad

This website is hosted by us in Scotland and we make no representation that the information contained herein is appropriate or available for use in locations outside the United Kingdom.

our liability

We do not exclude liability (if any) to you for personal injury or death resulting from our negligence, for fraud or for any matter which it would be illegal to exclude or to attempt to exclude.

To the fullest extent permitted by applicable law we exclude all other liability and responsibility for any amount or kind of loss or damage that may result to you or to a third party in connection with:-

- the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites; or
- this website (or any websites linked to this website) in any other way.

For the avoidance of doubt, this exclusion of liability extends to (but is not limited to) loss or damage due to:-

- *errors or omissions* from information, materials or functions in or of this website (or any websites linked to this website);
- *business interruption* resulting from the use or inaccessibility of this website (or any websites linked to this website);
- *collaboration with any third party* as a result of using our website (we will not in any way be construed as a party to such collaboration, nor shall we be liable in any way for the dealings you may have with that third party);
- *viruses, worms, trojans or other hostile computer programs* that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website (or any websites linked to this website);
- *computer failure* resulting for any reason from the use of this website (or any websites linked to this website); or
- *breach of any conditions implied by law* (including without limitation any conditions of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these Website Terms of Use might have effect in relation to this website.

your liability

You agree that you shall be liable for any foreseeable and reasonable costs incurred by us in respect of any and all demands, liabilities, losses, costs and claims (including reasonable legal fees incurred in defending any action or otherwise) sustained or incurred by us, our agents, suppliers, customers, officers, or employees, and arising as a direct result of breach by you of these Website Terms of Use.

GENERAL

headings

The headings are for convenience only and shall not affect the construction or interpretation of these Website Terms of Use.

interpretation

In these Website Terms of Use, unless the context otherwise requires:-

- the singular shall include the plural and vice versa;
- references to persons shall include bodies corporate, unincorporated associations and partnerships; and
- words importing the whole shall be treated as including a reference to any part thereof.

waiver

Any waiver by either you or us of a breach of any provision of these Website Terms of Use shall not be considered as a waiver of any subsequent breach of the same or any other provision of these Website Terms of Use.

our relationship with you

You and we are, with respect to one another, independent parties. Nothing in these Website Terms of Use is intended to nor shall create any partnership, joint venture or agency.

transfer of rights / obligations

We shall be entitled to transfer, sub-licence and/or assign any of our rights and/or obligations under these Website Terms of Use. This will not affect your rights under these Website Terms of Use.

You may not transfer, sub-licence or assign any of your rights or obligations under these Website Terms of Use without our written consent.

severability

Every provision of these Website Terms of Use shall be construed separately, applying and surviving even if for any reason any of these provisions is held inapplicable or unenforceable in any circumstances.

law & jurisdiction

These Website Terms of Use shall be governed by and construed in accordance with Scots law and you agree to submit to the exclusive jurisdiction of the Scottish courts. You are responsible for compliance with any applicable laws of the country from which you access our website.

CONTACT US

queries, comments and complaints

If you have any queries about these Website Terms of Use, or any other aspect of our website, or you have any comments or complaints, you can contact us by emailing info@edinburghparentcentre.co.uk, by telephoning 0131 664 5388, or writing to *The Edinburgh Parent Centre, 28 Kirk Brae, Edinburgh EH16 6HH*.

We shall endeavour to respond to any communication received by us as quickly as we can.