

## **Terms and conditions**

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

### **General terms and conditions**

This site is owned and operated by The Learning Consultancy of Penny Cottage, Llansawel, Llandeilo, Carmarthenshire, SA19 7JT. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at info@dialogi.co.uk or 01558 685595.

#### **1. The contract between us**

We must receive payment of the whole of the price for the services that you order before your order can be accepted. Payment of the price for the services represents an offer on your part to purchase the services, which will be accepted by us only when a confirmation of acceptance is sent by us. Only at this point is a legally binding contract created between us.

#### **2. Acknowledgement of your order**

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

#### **3. Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to The Learning Consultancy. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal or commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

#### **4. Accuracy of content**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

#### **5. Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

#### **6. Availability**

The services will be provided within an agreed timescale, and time is not of the essence of the contract.

**7. Ordering errors**

You are able to correct errors on your order up to the point on which you submit your order through PayPal during the ordering process.

**8. Price**

The prices payable for services that you order are as set out on our website.

**9. Payment terms**

We will take payment upon receipt of your order via PayPal. We accept no liability if our services are delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the services from you, then we can refuse to process your order and/or suspend any further services. This does not affect any other rights we may have.

**10. Cancellation rights**

- 10.1 Where you are a consumer as defined in The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (unless you have begun to use the services within the Cancellation Period in accordance with clause 10.5)
- 10.2 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 do not apply if the services you have ordered are of a gambling, banking, credit, insurance, personal pension, investment or payment nature.
- 10.3 In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 you cannot cancel your contract if the services you have ordered are passenger transport services, services (other than the supply of water, gas, electricity or heating) for which the price is dependent on fluctuations in the financial market, urgent repairs or maintenance where you have specifically requested a visit, accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities (if the contract provides for a specific date or period of performance).
- 10.4 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us by any other clear statement.
- 10.5 If you cancel during the Cancellation Period we may charge you for any services provided up until the point when we receive your cancellation notice, and will provide a partial and proportionate refund accordingly.

**11. Cancellation by us**

- 11.1 We reserve the right not to process your order if:
  - 11.1.1 We have insufficient staff or resources to deliver the services you have ordered;
  - 11.1.2 We do not provide services to your area; or

11.1.3 One or more of the services you ordered was listed at an incorrect price due to a typographical error.

11.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

**12. If there is a problem with the services**

12.1 If you have any questions or complaints about the services please contact us. You can do so at The Learning Consultancy, Penny Cottage, Llansawel, Llandeilo, Carmarthenshire, SA19 7JT / info@dialogi.co.uk / 01558 685595

12.2 We are under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

**13. Liability**

13.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

13.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

13.3 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

**14. Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at The Learning Consultancy, Penny Cottage, Llansawel, Llandeilo, Carmarthenshire, SA19 7JT and all notices from us to you will be displayed on our website from time to time.

**15. Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

**16. Law, jurisdiction and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

**17. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not

be affected.

**18. Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

**19. Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.