

These Terms and Conditions apply to the online course provided by CHUMS Social Enterprise C.I.C, a charity registered in England and Wales under company number 07589791 whose registered office address is Wrest Park Enterprise Centre Wrest Park, Silsoe, Bedford, MK45 4HS (referred to as “the Company/we/us/our”).

Please read these Terms and Conditions carefully and ensure that you understand them – you will need to agree that you have read and accepted them before purchasing the Course. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order from us.

## 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account” means your account to access the Course;

“Booking” means your provisional booking onto the Course;

“Booking Confirmation” means our confirmation that the Booking has been accepted;

“Contract” means the legally binding contract formed in accordance with clause 2, which will incorporate, and be subject to, these Terms and Conditions;

“Course” means the therapeutic online support course delivered by appropriately trained practitioners and any other materials to be provided by us to you;

“Participant/You/Your” means you, or parent purchasing the services on behalf of the Participant and entering into the Contract with us; and

“Session” means any individual or group workshop or other session provided by us as part of the Services;

Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.1.1 “writing” and “written” includes emails and text messages;

1.1.2 a statute or a provision of a statute refers to that statute or provision as amended or re-enacted at the relevant time;

1.1.3 “Terms and Conditions” refers to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.1.4 a clause refers to a clause of these Terms and Conditions;

1.1.5 “party/parties” refer to the parties to these Terms and Conditions;

1.1.6 the parties include their respective employees, agents and sub-contractors.

- 1.2 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

- 1.3 Words imparting the singular number include the plural and vice versa. References to persons include corporations.

## 2. The Contract

- 2.1 These Terms and Conditions will form the basis of the Contract between you and us. Before signing up via our website and making a Booking, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

- 2.2 All Bookings will be subject to these Terms and Conditions. A legally binding contract between us and you will be created upon our acceptance of your Booking, indicated by our Booking Confirmation. Booking Confirmations will be provided in writing and shall include details of the Sessions.

- 2.3 You may not make a Booking without adult consent if you are under 18 years of age, in this event the parent/guardian will do so on behalf of the Participant.

- 2.4 Where you have made the Booking on behalf of any other person(s), you agree to accept full responsibility for their actions or lack of actions and will ensure each individual complies with their obligations under these Terms and Conditions.

- 2.5 No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.

## 3. The Course

- 3.1 We will set out the schedule for the Course and the Sessions in your Booking Confirmation, or otherwise in writing to you.

- 3.2 We do not warrant that your use of the Course will be uninterrupted or error-free; nor that the Course, and/or the information obtained by you from the Course will meet your requirements.

- 3.3 The Course is collaborative and may require input from you. You will need to carry out any agreed actions in advance of the next session, and

to implement any advice given by us that you think would benefit you, in order to obtain maximum success from the Course.

- 3.4 You will be expected to adhere to the ground rules stated in the course to maintain Participant safety. You are responsible for your conduct at all times. Should the behaviour of a Participant prove disruptive at any stage during a Session, at our sole discretion, we will be entitled to request the immediate removal of said Participant from that and any future Session.

- 3.5 If Participants are late to a Session, we reserve the right to cancel or shorten as appropriate. If Participants fail to attend the Session for any reason, no refund or reduction in fees will be given.

- 3.6 You will need to ensure you have an adequate and secure internet connection in order to take part in the Course. We cannot be held responsible for the quality and/or outcomes of the Course in the event of technical or connectivity issues.

- 3.7 We advise that you attend all Sessions in a suitable, quiet space, free from any distractions. It shall be your responsibility to ensure your availability for all such Sessions and no refunds or discounts shall be offered where you are unable to attend.

- 3.8 You must ensure that you inform any Participant under the age of 18 of the Services, as we cannot proceed if they were unaware of and/or do not give their consent to the Services.

## 4. Price and Payment

- 4.1 The price payable for the Course is as stated by us to you, whether on our booking page or otherwise. Payment must be made before the Course will be available to you unless otherwise agreed by us in writing.

- 4.2 All prices quoted are inclusive of VAT, where applicable.

- 4.3 All payments made will go through an online payment gateway provider, such as Stripe. No credit or debit card information is provided to us, and completion of the transaction will be subject to you agreeing to this payment gateway provider's terms and conditions. A separate contractual relationship is created between you and the payment gateway provider, and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by this third party.

- 4.4 We reserve the right to increase our pricing from time to time but this will not affect Bookings already made and paid for in advance.

- 4.5 The time for the payment is of the essence of the Contract. If you do not make payment to us by the due date, then without prejudice to any other rights or remedies available to us, we will have the right to suspend your access to the Course and charge you interest on the overdue sum at the rate of 8% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. We will also charge for any costs we may incur in attempting to recover any outstanding sum.

## 5. Intellectual Property Rights

- 5.1 We reserve all copyright and any other intellectual property rights which may subsist in the Course. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.

- 5.2 You must immediately bring to our attention any infringement or suspected infringement of any of the intellectual property rights licensed to you of which you are aware and at our request, you will take such action or assist us in taking such action as we may deem appropriate to protect the intellectual property rights.

## 6. Variations and Amendments

- 6.1 If you wish to vary the Services to be provided, please notify us in writing as soon as possible. We will use all reasonable efforts to make any required changes and will invoice you for any additional costs incurred as a result.

- 6.2 If we have to make any change in the arrangements relating to the provision of the Services, we will notify you immediately. We will aim to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

## 7. Cancellation and Termination

- 7.1 Participants may reschedule a pre-arranged Session within the programme timeframe without penalty, provided they have given us a

minimum of 48 hours' notice of this. If we do not receive the required notice and cannot refill the timeslot, we shall treat the Session as cancelled in accordance with clause 3.5.

7.2 If, due to circumstances beyond our control, we have to cancel or reschedule a Session, we will notify you immediately to minimise disruption.

7.3 Either party has the right to terminate the Contract immediately if the other party:

7.3.1 has committed a material breach of this Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or

7.3.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

7.4 If we suspend or terminate your access to the Course as a result of your breach of these Terms and Conditions, you will not be entitled to any refund. Such suspensions or terminations can be appealed by contacting us in writing.

7.5 If we suspend or terminate your access to the Course or the Contract for any other reason that is not a material breach of the Contract, we will refund you on a proportional basis. Access to the Course will cease immediately from the date of termination.

7.6 Any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract will survive termination under this clause 9 on a pro-rata basis.

## **8. Confidentiality:**

8.1 The Parties acknowledge that throughout the duration of the Contract, they may disclose certain confidential information to each other. This includes, but is not limited to, information relating to Participants.

8.2 Both Parties agree that they will not use the confidential information provided by the other, except to perform their obligations under the Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, except as set out in clause 8.3, or unless authorised to do so by the other Party in writing.

8.3 We may need to disclose certain information to professional bodies or where we are otherwise under a legal obligation to do so such as safeguarding. Such information will be anonymised where possible and where this is not possible, we will notify you provided we are legally allowed to do so.

## **9. Assignment and Sub-Contracting**

9.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.

9.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract, without your prior consent. In this event, we will be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.

## **10. Liability and Indemnity**

10.1 Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

10.2 We have in place Professional Indemnity insurance with an indemnity limit of £5 million.

10.3 Except as provided in clause 10.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained in the Contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded, to the maximum extent permitted by law.

10.4 We may other, third-party service providers to you and the ultimate decision regarding their suitability rests with you. If you decide to work with these, a separate contractual relationship will be formed between you and the third party, and we cannot be held responsible for their

actions or lack of actions.

10.5 We cannot guarantee the success or outcomes of the Course. We will provide you with suggested techniques, advice and guidance, however, we cannot accept responsibility for the application of such techniques, advice or guidance, or for any actions taken as a result, nor can we be held liable for any consequences should our advice not be taken.

10.6 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, will not exceed the total fees paid by you under the Contract.

**11. Force Majeure:** Neither party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond that party's reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquake, pandemic, epidemic, act of terrorism or war, governmental action or any other event that is beyond the control of the party in question.

## **12. Data Protection**

12.1 Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation and any subsequent amendments to them.

12.2 If you provide us with the personal data of any other person, you warrant that you have obtained the permission of that other person to pass their data to us. We will only collect, store and process it in order to provide the Course and will not use it in any other manner without consent.

**13. Complaints:** We welcome feedback and while we always aim to ensure that your experience on the Course is positive, we nevertheless want to hear from you if you have any cause for complaint.

## **14. Other Important Terms**

14.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable).

14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.

14.3 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 and Conditions.

14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will be valid and enforceable.

14.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

## **15. Law and Jurisdiction**

15.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.

15.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.