

## **Terms & conditions**

**The Terms & conditions were last updated on August 26, 2022**

### **1. Introduction**

These Terms and conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

### **2. Binding**

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some cases, we can also ask you to explicitly agree.

### **3. Electronic communication**

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

### **4. Intellectual property**

We or our licensors own and control all the copyright and other intellectual property rights on the website and the data, information, and other resources displayed by or accessible within the website.

#### **4.1 All the rights are reserved**

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

### **5. Newsletter**

Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our website and our services.

## **6. Third-party property**

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

## **7. Responsible use**

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website. Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

## **8. Order Process**

Our privacy and cookies policy (the "**Privacy Policy**") sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our site, you consent to such processing, and you warrant that all data provided by you is accurate. It also sets out information about the cookies we use on our site.

Each purchase or acceptance of a quotation for Goods by you from Wellbeing Insight and Co. shall be deemed to be an offer by you to buy Goods subject to these conditions. No order placed by You shall be deemed to be accepted by Wellbeing Insight and Co. until a written acknowledgement of the order is issued to You. You shall ensure that the terms of your order and any applicable specification are complete and accurate.

Any quotation is given on the basis that the Contract shall come into existence upon dispatch by Wellbeing Insight and Co. of the acknowledgement of order or, if earlier, dispatch of the Goods to you (the "Contract"). Any quotation is valid for a period of 30 days only from its date of distribution to You.

## **9. Prices and Payment**

All eLearning Goods are paid at the point of purchase the Website. Any other Goods purchased out with the website via invoice are payable within 14 days of acceptance and before delivery of the purchased Goods.

The price of the Goods shall be confirmed prior to you purchasing them. All prices on our website and marketing materials are in GBP, include VAT and delivery and were correct when published. We reserve the right to change the advertised price before an order is placed. You shall be notified of such amended price prior to purchasing the Goods.

The Goods remain the property of Wellbeing Insight and Co. until payment has been received in full and funds are cleared.

If you fail to make any payment due to Wellbeing Insight and Co. under the Contract by the due date for payment, we may charge interest at the rate as set out in the Late Payments of Commercial Debts Regulations. Such interest shall accrue daily from the due date until actual payment of the overdue amounts, whether before or after judgment. You will pay the interest together with the overdue amount.

## **10. Refund and Return policy**

### **10.1 Right of withdrawal**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Consumer Contract Regulations"). If you are purchasing goods from us as a Consumer, the Terms of this Clause 12 will apply.

You are entitled to a 14 day 'cooling off' period from the date you receive the Goods under the Consumer Contract Regulations, during which time you may return Goods purchased through the Website for a refund or exchange, for any reason.

If you wish to exercise your rights under the Consumer Contract Regulations, you can do so by informing us of your intentions in writing or by completing model [withdrawal form](#). Any refund will be limited to the cost of the Goods purchased.

If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (for example by email) without delay. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **10.2 Effects of withdrawal**

If you withdraw from this contract, we shall reimburse you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from

your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees because of such reimbursement.

### **11. Credit/Debit Card Payment**

The secure credit/debit card processing service for this site has been provided by Stripe. Your details may be transferred to Stripe Pay for the sole purpose of processing any transactions you have instigated. You should ensure that you have established a secure connection before supplying any credit/debit card information

Under no circumstances will your credit/debit card information passed on, sold, or loaned to any third party. Your credit/debit card information is kept for the duration of the transaction in question only. If you are in any doubt, we are happy to take payment via invoice distribution and bank transfer, but this may result in a delay in delivery.

### **12. Assignment**

Wellbeing Insight and Co. may assign the Contract or any part of it to any person, firm or company. You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

### **13. Idea submission**

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

### **14. Termination of use**

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## **15. Warranties and liability**

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- this website or our products or services will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis;
- the quality of any product or service purchased or obtained by you through this website will meet your expectations.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

## **16. Privacy**

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services.

We have developed a policy to address any privacy concerns you may have. For more information, please see our [Privacy Statement](#) and our [Cookie Policy](#).

## **17. Personal information and data protection**

Please access our Privacy Policy for details as to how we use your information. We do not sell any information about any of our customers, to any party, for any reason. By accepting these terms and conditions, you consent to us holding your personal details for our records

only. Your personal details will be held securely and will be used only for our own marketing/promotional purposes, for review by third parties if you have submitted information to an online directory, or for order/payment processing/monitoring.

Your personal details will not be passed on to any third parties without your express permission. If you would like us to remove you from our private records, please contact us supplying your name and address, and your personal details will be removed within seven working days.

Your credit/debit card details will be kept for the duration of the transaction for which they were supplied only. Upon satisfactory completion of the transaction, your credit/debit card details will be removed and destroyed. No record of them will be kept, electronically or otherwise.

## **18. Export restrictions / Legal compliance**

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of United Kingdom.

## **19. Breaches of these terms and conditions**

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

## **20. Indemnification**

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

## **21. Waiver**

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

## **22. Language**

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

### **23. Entire agreement**

These Terms and Conditions, together with our [privacy statement](#) and [cookie policy](#), constitute the entire agreement between you and Wellbeing Insight & Co in relation to your use of this website.

### **24. Updating of these terms and conditions**

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

### **25. Choice of Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of United Kingdom. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of United Kingdom. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

### **26. Contact information**

This website is owned and operated by Wellbeing Insight & Co. You may contact us regarding these Terms and Conditions by writing or emailing us at the following address:

[enquiry@wellbeinginsight.org.uk](mailto:enquiry@wellbeinginsight.org.uk)

The Melting Pot, 15 Calton Road, Edinburgh, EH8 8DL

### **27. Download**

You can also [download](#) our Terms and Conditions as a PDF.