

Terms of purchase of Digital Products and Services, including Online Courses

Welcome to our website. This page (together with our [Privacy Policy](#), [Cookie Policy](#) and [Terms of Website Use](#)) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products or services such as on-line course subscriptions (**Services**), e-courses, videos and e-books (**Products**) listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products and Services to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products or Services from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products or Services from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 5. Every time you wish to order Products or Services, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 3rd February 2021.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

We operate the website www.amyrosegould.com. We are Amy Rose Gould of 2 Hensman Close, Bishops Stortford, Hertfordshire, CM23 2XJ.

1.1. Contacting us if you are a consumer:

1.1.1. You can e-mail us at hello@amyrosegould.com or contact our Customer Services team by post at 2 Hensman Close, Bishops Stortford, Hertfordshire, CM23 2XJ. If you are emailing us or writing to us please include details of your order to help us to identify it.

1.1.2. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

1.2. **Contacting us if you are a business.** You may contact us by e-mailing us at hello@amyrosegould.com. If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 15.7.

2. Use of our site

Your use of our site is governed by our *Terms of Website Use*. Please take the time to read these, as they include important terms which apply to you.

3. How we use your personal information

We only use your personal information in accordance with our *Privacy Policy*. We use cookies on our site, details of which can be found in our *Cookie Policy*. Please take the time to read our *Privacy Policy* and our *Cookie Policy*, as they include important terms which apply to you.

4. Age restrictions

4.1. If you are a consumer, you may only purchase Products or Services from our site if you are at least 18 years old.

5. Our right to vary these Terms

5.1. We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed. Every time you order Products or Services from us, the Terms in force at the time of your order will apply to the Contract between you and us. We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.

5.2. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes.

6. Purchasing the Products and Services

6.1. Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.2. After you place an order, you will receive an e-mail from Teachery acknowledging that we have received your order. However, please note that this does not mean that your

order has been accepted. Our acceptance of your order will take place as described in clause 6.3.

- 6.3. We will confirm our acceptance of your order to you by sending you an e-mail acceptance confirmation (**Welcome to The Virtual Assistant Toolkit**). The Contract between us will only be formed when we send you the Acceptance Confirmation.
- 6.4. If we are unable to supply you with a Product or Service, for example because that Product or Service is no longer available or because of an error in the price on our site as referred to in clause 9.5, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products or Services, we will refund you the full amount as soon as possible.

On-line courses

- 6.5. The catalogue of e-courses is available is set out on our site on our website www.amyrosegould.com.
- 6.6. All e-courses must be paid for in advance, using the on-line payment facility.
- 6.7. In addition to the Products themselves, and included in the purchase price, we will provide you with access to a Facebook group where you can discuss ideas and issues with us and with other users.
- 6.8. For information regarding digital content functionality and compatibility of the Products and Services, please refer to the course purchase page of our site.

7. Cancellation policy – CONSUMERS ONLY

- 7.1. Subject to Clauses 7.3 and 7.4, if you are a consumer, you have a legal right to cancel your purchase during the period set out in Clause 7.2 below. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive a Product or Service, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 7.2. Your legal right to cancel a Contract starts from the date of the Acceptance Confirmation, which is when the Contract between us is formed. Your deadline for cancelling the Contract is 14 days after the date of the Acceptance Confirmation.

- 7.3. Due to the digital nature of e-courses, if you wish to access any content on the online school within the 14 day cancellation period, you will lose your right to cancel the Contract. This does not affect your statutory rights.
- 7.4. To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form at the end of this document. If you use this method we will e-mail you to confirm we have received your cancellation. You can also e-mail us at hello@amyrosegould.com. If you are e-mailing us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send us the e-mail. For example, you will have given us notice in time as long as you get your e-mail to us before midnight on that day.
- 7.5. If you cancel your Contract we will:
- 7.5.1.refund you the price you paid for the Products or Services; and
 - 7.5.2.make any refunds due to you as soon as possible and in any event within 14 days after you inform us of your decision to cancel the Contract.
- 7.6. We will refund you on the credit card or debit card used by you to pay.
- 7.7. Because you are a consumer, we are under a legal duty to supply Products that are in conformity with these Terms. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of refund in this clause 7 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. Delivery

- 8.1. You will receive an email confirmation within 24 hours of purchase with programme access details. Occasionally our delivery to you may be affected by an Event Outside Our Control. See *clause 13* for our responsibilities when this happens.

9. Prices and Payment

- 9.1. The prices for the Products and Services are calculated and payable in advance as set out at the on-line store page of our site. We shall be under no obligation to provide the Products or Services until the price has been paid in full.

- 9.2. The prices of the Products and Services will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products and Services are correct at the time when the relevant information was entered onto the system. However please see *clause* 9.4 for what happens if we discover an error in the price of Product(s) and Services you ordered.
- 9.3. Prices for our Products and Services may change from time to time, but changes will not affect any order you have already placed.
- 9.4. It is always possible that, despite our reasonable efforts, some of the Products or Services on our site may be incorrectly priced. If we discover an error in the price of the Products or Services you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product and/or Service at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products and/or Service to you at the incorrect (lower) price.
- 9.5. All prices are expressed inclusive of any VAT payable unless otherwise stated. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products and/or Services in full before the change in VAT takes effect.
- 9.6. You can only pay for Products and Services using our payment processors Stripe or Paypal, or via BACS transfer due on receipt of an invoice from us.

10. Intellectual property

- 10.1. The content of our site and all Products and Services sold via our site is protected by copyright, trade marks, database right and other intellectual property rights. You may retrieve and display the content of our site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on our site or for sale from our site without written permission from us.

11. Our liability if you are a business

This clause 11 only applies if you are a business customer.

- 11.1. We only supply the Products and Services for internal use by your business, and you agree not to use the Products and Services for any resale purposes.
- 11.2. Nothing in these Terms limits or excludes our liability for:
- a) death or personal injury caused by our negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - d) defective products under the Consumer Protection Act 1987.
- 11.3. Subject to *clause 11.2*, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- a) any loss of profits, sales, business, or revenue;
 - b) loss or corruption of data, information or software;
 - c) loss of business opportunity;
 - d) loss of anticipated savings;
 - e) loss of goodwill; or
 - f) any indirect or consequential loss.
- 11.4. Subject to *clause 11.2*, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 50% of the price of the Products and Services.
- 11.5. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In

particular, we will not be responsible for ensuring that the Products or Services are suitable for your purposes.

12. Our liability if you are a consumer

This clause 12 only applies if you are a consumer.

- 12.1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 12.2. We only supply the Products and Services for domestic and private use. You agree not to use the Products and/or Services for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.3. We do not in any way exclude or limit our liability for:
 - a) death or personal injury caused by our negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - e) defective products under the Consumer Protection Act 1987.
- 12.4. It is your responsibility to ensure that the Products [and Services] are suitable for your requirements. We are happy to offer advice but accept no liability in the event that the course content does not meet your requirements.
- 12.5. We give no guarantee that by attending and/or completing an on-line course that you will experience success in any business or activity that you may carry on following the course.
- 12.6. We make no promise that materials on our site are appropriate or available for use in locations outside the United Kingdom, and accessing our site from territories where its contents are illegal or unlawful is prohibited. If you choose to access our site from

locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

13. Events outside our control

13.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 13.2.

13.2. An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

13.3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- a) we will contact you as soon as reasonably possible to notify you; and
- b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

13.4. You may cancel a Contract affected by an Event Outside Our Control. To cancel please contact us.

14. Our assurance to you

14.1. We warrant that we have the right to supply the Products [and Services] and will use all reasonable skill and care in making the Products [and Services] available to you and in ensuring their availability.

14.2. All course contents have been carefully researched by us and are believed to be the most up-to-date and factually accurate information available at the time of the course.

14.3. We are continually seeking to improve the Products and Services. We reserve the right, at our discretion, to make changes to any part of the Products and Services provided that it does not materially reduce their content or functionality.

15. Other important terms

15.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

15.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

15.3. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.6. **If you are a consumer** you may contact us as described in clause 1.2.

15.7. **If you are a business:**

15.7.1. Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

15.7.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.

15.7.3. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

15.7.4. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.8. **If you are a consumer**, please note that these Terms are governed by English law. This means a Contract for the purchase of Products [and Services] through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

15.9. **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.10. **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims)

16. I endeavour to make your experience on the programme as educational as possible. If you have any complaints about the programme please contact me at hello@amyrosegould.com with the nature of your complaint and I will review all the details, the nature of your complaint and will respond within 7 working days with the next steps.

Model Cancellation Form

To: Amy Rose Gould, 2 Hensman Close, Bishops Stortford, Hertfordshire, CM23 2XJ
email: hello@amyrosegould.com)

I/We [*] hereby give notice that I/We [*] cancel my/our contract of sale of the following goods [*] / for the supply of the following service [*],

Ordered on [*] / received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate