

TERMS AND CONDITIONS OF SALE

OF

www.getstartededucational.co.uk

1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods and/or Services from the Supplier;
- 1.2 "Consumer" shall have the meaning ascribed in section 2 of the Consumer Rights Act 2015;
- 1.3 "Contract" means the contract between the Supplier and the Buyer for the sale and purchase of Goods and/or Services incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles (including any digital content) that the Buyer agrees to buy from the Supplier;
- 1.5 "Services" means the services that the Buyer agrees to buy from the Supplier;
- 1.6 "Supplier" means **Glynis Skinner** of 61, Wedhey, Harlow, Essex, CM19 4AE that owns and operates www.getstartededucational.co.uk;
- 1.7 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Supplier;
- 1.8 "Website" means www.getstartededucational.co.uk.

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods and/or Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 2.5 Any special conditions applying to the provision of the Services are set out in Schedule 1 to this agreement.
- 2.6 Any complaints should be addressed to the Supplier's address stated in clause 1.6.

3 ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 14 days.

- 3.3 As the Goods are supplied in digital format, you accept that by placing an order you are giving your express consent to getstartededucational to supply the goods before the end of the cancellation period provided for in regulation 30(1) of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Further, by giving your consent you acknowledge that the right to cancel the contract under regulation 29(1) of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will be lost.

4 PRICE AND PAYMENT

- 4.1 The price of the Goods and/or Services shall be that stipulated on the Website. The price is inclusive of VAT.
- 4.2 The total purchase price, including VAT, delivery and other charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.
- 4.3 After the order is received the Supplier shall confirm by email the details, description and price for the Goods and/or Services together with information on the right to cancel if the Buyer is a Consumer.
- 4.4 Payment of the price plus VAT, delivery and other charges, if applicable, must be made **in full before dispatch of goods**.
- 4.5 Overseas delivery. You may be subject to import duties and taxes. All additional charges and customs regulations and charges must be the responsibility of the consumer.

6 RIGHTS OF SUPPLIER

- 6.1 The Supplier reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Buyer places an order.
- 6.2 The Supplier reserves the right to withdraw any Goods and/or Services from the Website at any time.
- 6.3 The Supplier shall not be liable to anyone for withdrawing any Goods and/or Services from the Website or for refusing to process an order.

8 DELIVERY

- 8.1 Goods supplied within the UK will normally be delivered within **5** working days of acceptance of order but in any event, within 30 days after the Contract is entered into.
- 8.2 Goods supplied outside the UK will normally be delivered within **10** working days of acceptance of order but in any event, within 30 days after the Contract is entered into.
- 8.4 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The Supplier is under a legal obligation to supply Goods in conformity with the Contract.
- 8.5 Risk in the Goods shall pass to the Buyer when they are in the physical possession of the Buyer.

8.6 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

11 REMEDY FOR BREACH

11.1 All Goods (including digital content) supplied by the Supplier must be as described, fit for purpose and of satisfactory quality. If the Goods are faulty, the Buyer is entitled to a replacement.

12 LIMITATION OF LIABILITY

12.1 The Supplier shall not be responsible for:

12.1.1 losses that were not caused by any breach on the part of the Supplier; or

12.1.2 any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or

12.1.3 any indirect or consequential losses that were not foreseeable to both the Buyer and the Supplier.

12.1.4 using our CD. The recommendations are for your information only. While every care has been taken in preparing the content on the CD and the getstartededucational website we do not make any claim as to the varied results you may receive.

12.2 The Supplier shall not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond its reasonable control. This condition does not affect the Buyer's legal right to have Goods sent or Services provided within a reasonable time or to receive a refund if Goods or Services ordered cannot be supplied within a reasonable time owing to a cause beyond the Supplier's reasonable control.

12.3 Nothing in these Terms and Conditions limits or excludes the Supplier's responsibility for fraudulent representations made by it or for death or personal injury caused by the Supplier's negligence or wilful misconduct.

13 WAIVER

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

14 FORCE MAJEURE

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations.

15 SEVERANCE

15.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

COPYRIGHT and DATABASE RIGHTS

15.2 All content on this website, including text, images and digital downloads, is the property of getstartededucational. No part of this web site or CD may be reproduced, copied or sold without written permission.

15.3 Piracy is theft.

PRIVACY POLICY

15.4 We never share your information with any other company or individual.

16 CHANGES TO TERMS AND CONDITIONS

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

17 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of **England** and the parties hereby submit to the exclusive jurisdiction of the **English** courts.

SCHEDULE 2

RIGHT TO CANCEL

- 1 You have the right to cancel this contract within 14 days without giving any reason.
- 2 The cancellation period will expire after 14 days from the day:
 - (a) of the conclusion of the contract, in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium;
 - (b) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, in the case of a sales contract;
- 3 To exercise the right to cancel, you must inform us at info@getstartededucational.co.uk of your decision to cancel this contract by e-mail.

EFFECTS OF CANCELLATION

- 5 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 6 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 7 We will make the reimbursement without undue delay, and not later than:
 - (a) 14 days after the day we receive back from you any goods supplied.
 - (b) Any fault with a CD posted overseas, must be noted by email. Do not return the CD which could incur customs charges.
 - (c) If goods are damaged or defective due to manufacturing fault they will be replaced. Goods must be checked immediately upon receipt of them.
- 8 We will make the 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 as a result of the reimbursement.

RETURN OF GOODS

- 10 You shall send back the goods or hand them over to us at [61, Wedhey, Harlow, Essex, CM19 4AE](#) without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

COST OF RETURNING GOODS

- 11 You will have to bear the direct cost of returning the goods. You may return CD within 14 days from delivery if the sealed wrapping is intact. Once opened you lose the right to return it. With downloads, there is no refund.