

TERMS AND Conditions

Introduction

These terms and conditions ("Terms") apply to the provision of business related online self-study or group programmes or courses ("the Services") by Socialbabesuk LTD ("we", "us", "our") and you, the person or entity purchasing the Services ("you"), are deemed to accept them when you provide your electronic acceptance of these Terms or when you provide payment of the Fee (as defined below), unless we expressly agree in writing otherwise. For the purposes of these Terms, if you are a corporate entity then "you" shall include your officers, agents and employees and you agree to procure their compliance with these Terms. These Terms, along with our privacy notice and website terms and conditions, which can be found at www.socialbabesuk.com ("Website"), represent the entire agreement between us and apply to the exclusion of any other terms or any previous course of dealing. For the avoidance of doubt these Terms shall take priority over any other documents in the event a conflict arises. If you access or use any of our free resources whether they are provided directly to you or accessed through our Website, which may include audio files, workbooks, PDFs, introductory or discovery sessions, podcasts or workshops then these Terms will apply to those, except for the clauses relating to payment and consumer rights, if applicable.

The Services

Full details and descriptions of all Services are provided on our Website or specific sales pages. Any information, support, materials or guidance provided as part of any Service is intended for a group audience and on this basis, you should not rely upon the information as personal to you, unless we expressly advise otherwise. Any information provided will not constitute legal, medical or financial advice. All Services are intended to be accessed online and no alternative will be provided. You will be responsible for ensuring you have suitable systems in place to access the Services and we shall not be liable to you in the event you are unable to access any part of the Services. When we deliver the Services, we will deliver them with reasonable care and skill consistent with best practices and standards applicable within our marketplace and shall ensure that the content is fit for purpose and as described. We shall take all reasonable steps to ensure that access to the Services and any Content (as defined below) is accessible to you at all times, but we shall not be liable where access is temporarily restricted or limited due to routine or unexpected maintenance or an issue arising with a third-party system which is outside of our control. Should an unforeseen or unexpected event arise which prevents us from providing any access to the Services, then we shall notify you by email.

We shall not be liable to you for any failure or delay in the provision of the Services, which is caused by circumstances beyond our reasonable control. In the event such an unforeseen or unexpected event arises which continues for longer than 3 months, then either of us will be entitled to terminate this Agreement by providing the other with 14 days' notice in writing. This does not affect any other right to terminate as set out within these Terms and any relevant pro-rated refund will be at our discretion.

As part of your access to the Services, you may be provided with access to a private area and be required to set up an account. It shall be your responsibility to provide the correct information to create your account and to keep your password or any other access information private, safe and secure. You are responsible for notifying us should you become aware of, or suspect that a third party is aware of your password or access details. All Services are provided on an 'as-is' and 'as available' basis. In some circumstances it may be necessary for us to make amendments, revisions or changes to the Services, or cancel, amend, change or reschedule any part as is reasonably required. If we do need to make any changes then we will ensure that the Services still match the original description as detailed on our Website, except where a change enhances the original description. We shall not be liable for any reasonable changes that are made to any of the Services.

Your order and purchase of our Services

The clauses below set out how a legally binding agreement is formed between us: you place an order to purchase a Service by completing the online form or by making a payment to us via our Website or on-line payment page; once your order is placed, we may send you an acknowledgment email, but this does not mean your order has been accepted;

our acceptance of your order is at our discretion and may not be accepted in cases where there is an error with the Services description or price on our Website or other sales materials, where part or all of the Service is no longer available, or where we feel the Service may not be right for you;

if your order is not accepted, we will notify you by email and provide a full refund of any payment you have made in connection with your purchase; and if your order is accepted, our legally binding agreement begins when we send your welcome email.

Your Obligations

When you place an order to purchase any Service, you are confirming that you are over 18, that you are legally capable of entering into a legally binding agreement, are entering into the Service in your capacity as a business and that all information you provide to us is true and accurate.

You accept that your access to any of our Services is personal to you and should not be shared with anyone else.

You agree that when you access any of our Services, including any private areas or groups (whether or not password protected) that you will not take any action which seeks to disable or in any way interfere with any of our systems or processes or which tests or seeks to test the vulnerability of any of our systems or processes.

You agree to indemnify and hold us harmless for any action taken against us due to your violation or disregard of any of these Terms and/or your use of or access to any of our Services in any way.

You agree that you will not transfer, or seek to transfer, your rights under these Terms to any other person without our prior written consent.

Complaints or Concerns

We want you to be entirely happy with your purchase of any of our Services. In the event you do have any complaints or concerns please get in touch and let us know by email to info@socialbabesuk.com. If you experience a fault or other issue with the Services please let us know immediately by email to info@socialbabesuk.com. We shall use our best endeavours to remedy the fault and where we are unable to fix it then you may be entitled to a full or partial refund.

Fees and Charges

The price payable for each particular Service ("the Fee") is as set out on our Website or specific sales page from time to time, save where an obvious error exists. All Fees are exclusive of VAT and you will be responsible for payment of the VAT in addition to the Fee. Where you wish to make payment for the Services by credit or debit card then you authorise us to charge your debit or credit card to obtain payment of the Fee, without further notice to you. In the event payment is rejected by your debit or credit card provider, or payment fails, but you have still received access to the Service then you agree to be responsible for payment of the Fee within 7 days from access to the Service being provided.

If we agree to accept payment of the Fee by instalments then you must pay the instalments in accordance with the instalment plan agreed at the time of purchase. Each instalment received shall be credited to the outstanding amount of the Fee owed by you until we have received payment in full. The Fee is calculated based upon our knowledge and experience and the time, effort and availability of the Service and is not based on your actual usage. On this basis you agree and acknowledge that:

you shall not be entitled to any form of credit to or deduction from the Fee for any lack of usage of your chosen Service on your part; and the Fee is payable in full and non-refundable save for the circumstances set out in the clause below.

Payment of the Fee is non-refundable unless the following circumstances apply: you purchase the Services as a consumer and you cancel within the cooling off period as further described in clause 7, below; or we cancel delivery of the Services (as set out in clause 8.3), in which case you shall be entitled to a partial refund for any of the Services which you have paid for but have not yet received; or

In light of our clear refund policy, no chargeback or threatened chargeback claims from your debit or credit card provider will be accepted. If you have any concerns with any aspect of your purchased Service then you agree to contact us by email to info@socialbabesuk.com and allow us the opportunity to investigate and resolve your concerns. If you choose to pursue a chargeback claim without first contacting us then you accept that such action shall constitute a breach of these Terms and you agree to indemnify us for the repayment of any charges, costs or fees imposed on us by your debit or credit provider or our merchant service provider as a result of your actions, along with our reasonable costs for dealing with the matter calculated at a rate of £100 per hour.

We reserve the right to vary the price of our Services at any time. The price that is shown on our Website or other Social Media Platforms at the time your purchase is made is the price that you will be required to pay. Any changes made will not affect the price you are required to pay where a welcome email has already been sent.

Without prejudice to any other right or remedy that we may be entitled to, where any payment due to us is beyond 7 days overdue then we shall be entitled to suspend delivery of the Services until payment has been made in respect of the outstanding amount. Your rights when purchasing the Services as a Consumer – the cooling off period If you purchase any Services as a consumer then you will be entitled to a 14-day cooling off period which begins from the date of your welcome email. If you wish to cancel your order within the 14-day cooling off period then you will be entitled to do so by providing notice in writing to info@socialbabesuk.com. Upon receipt of your notice of cancellation: if you have not already accessed and/or we have not started delivery of any part of the Services within the 14-day cooling off period, then we shall cancel your order and provide you with a full refund of any Fee you have paid to us; or if you have accessed and/or we have started delivery of the Services within the 14-day cooling off period, then you acknowledge that you will be responsible for any reasonable costs we have incurred in providing those Services and such costs will be deducted from any refund due to you, or, where payment of the Fee has not yet been made, you will be responsible for proving payment of the pro-rated Fee. Where we offer you the opportunity to receive immediate access to the Services before the 14-day cooling off period has expired, then if you choose to access the Services immediately, you acknowledge that you will lose your right to cancel in accordance with this clause. This does not affect any other rights you may have as a Consumer. If your purchase of the Services includes digital products or services that are available for immediate access then as soon as you access them or begin downloading or streaming, you will waive your right to cancel and will not be entitled to a refund unless a fault exists with that product or service.

Term, Termination and Cancellation

This agreement between us shall begin when we send your welcome email and it shall continue until the earlier of the completion of the Service or it is terminated in accordance with these Terms. You may cancel your access to any purchased Services at any time by providing us with notice in writing by email to info@socialbabesuk.com. Please remember that save for the circumstances set out in clause 6.5, no refunds will be made and you will remain liable for full payment of the Fee despite any notice of cancellation. We may terminate your access to the Services where we are unable to continue providing the Services for any reason. In such circumstances we will provide you with notice in writing and where we have not already provided full access to the Services or where they have not been fully delivered by us, we will provide you with a pro-rata refund in accordance with clause 6.5 above.

We reserve the right to terminate your access to any purchased Service, with immediate effect, by providing written notice in circumstances where you commit a serious or continued breach of your obligations under these Terms. Upon termination for any reason: subject to clause 9.4 below, your access to the Services and any other online resources will be removed, unless we agree in writing otherwise. We will not be liable to you for any claims relating to the removal of any access; all clauses which either expressly or by their nature relate to the period after the delivery of the Services or expiry or termination of the same shall remain in full force and effect, including but not limited to clauses 4, 6, 8, 9 and 10; and any sum that you owe to us shall become immediately due and payable. Termination for whatever reason will not affect any rights, remedies, obligations and liabilities which have accrued as at the date of termination, including the right to claim damages for any breach which existed on or before the date of termination.

Intellectual Property and Data Protection

For the purposes of these Terms, Intellectual Property means all worldwide Intellectual Property Rights whether registered or unregistered, registrable or non-registrable, including any application or right of application for such rights and shall include copyright and related rights, database rights, confidential information, trade secrets, know how, trade names, business names, trademarks, passing off rights, patents and rights in designs. When you purchase our Services, you may be provided with access to materials, tools, videos, resources, documents, workbooks, information, templates, data and other content ("Content").

You accept that we are the owner or licensee of all Intellectual Property Rights and any other rights existing in the Content and that the Content can only be used for your personal use in connection with your access to and use of your purchased Service and no Content should be shared, copied, disclosed, reproduced, published or made available to a third party whether or not for commercial reasons without our express consent. Nothing in these Terms operates to transfer ownership of any Intellectual Property Rights in any Content to you and you may not use any of our Intellectual Property Rights including but not limited to our trade marks, business names, domain names and any logos without our prior written consent.

You will be granted a personal, limited, worldwide, non transferable, non-exclusive, revocable licence ("Licence") to access, view and use our Content for your private and personal use in connection with your use and access to your purchased Service and for the purposes the Service is intended for. Your Licence becomes valid upon payment of the Fee and any other monies owing to us and we have the right to withdraw it at any time, without notice, where we reasonably believe you are in breach of the terms of the Licence or any provision of these Terms.

Subject to your compliance with clause 9.3, you shall be entitled to access the Service and any Content for the lifetime of the Service. For the purposes of these Terms, lifetime of the Service shall mean the period of time that the particular course or programme that you purchase is available to purchase through our Website and for the avoidance of doubt we shall be at liberty to remove the Service at any time (subject to satisfying any remaining programmes or courses).

Any and all personal data that you may provide to us in connection with your purchase of the Services will be processed, collected, used and held in accordance with recognised data protection laws and legislation including the UK GDPR and the Data Protection Act 2018. We shall only process your personal Information to the extent reasonably required to enable proper delivery of the Services and shall retain it only for as long as reasonably necessary to allow us to complete and deliver the Services and to comply with any legal or regulatory requirements. For full details of how we process, use, collect and store your personal Information please refer to our privacy notice which can be found at info@socialbabesuk.com.

Any of our obligations arising under this clause, shall not apply where it is necessary for us to disclose in connection with legal proceedings, prospective legal proceedings (whether or not in relation to these Terms), to allow us to obtain legal advice, where we have been directed to do so by a court or other body of equivalent jurisdiction or where it is necessary because we reasonably believe you are at risk of danger to yourself or others.

No Guarantee

You agree and understand that use of and access to any our Services does not guarantee any particular results or success. During delivery of our Services, we may provide you with access to information, resources and support all designed to benefit you but it remains, at all times, your responsibility to take action and to implement the necessary information received and/or any skills or tools shared. Your success and any results are dependent on factors which are outside of our control and we are not able to guarantee that you will achieve any particular results or success. Where we share any testimonials or results experienced by other users of the Services these are not intended to represent or guarantee that you will achieve the same or similar results or experience. Your individual success, results and your experience will depend on many factors, including your background, dedication, desire and motivation which are all outside of our control and on this basis, we make no guarantee, representation or warranty with respect to the Services provided.

Liability

When you purchase any Service, you acknowledge and agree that: these Terms do not constitute or imply any business relationship other than as set out within; and any information, support and guidance provided will not be personal to you and should not be taken or relied upon as advice, guidance or information personal to you; and you have not relied on any statement, promise, warranty or representation made or given by or on our behalf. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation. We shall not be liable (whether caused by us, our agents, employees or otherwise) to you for: any indirect, consequential or special damages, losses or costs; any loss of profits, business, data, reputation or goodwill or any such anticipated losses; any failure to deliver or provide access to a Service where we are prevented due to a reason beyond our reasonable control; or where we have informed you of a problem with the Service and provided you with a free update to resolve any problem and you have failed to apply the update, or where any damage is caused due to your failure to follow any instructions or guidance we provide; or any losses arising from your choice or use of any Service once delivered.

We do not warrant or guarantee that your access to any Service will be:

- accessible via your particular hardware or software;
- free from interruptions or errors;
- free from defects; and/or suitable for your particular business situation or circumstances.

Our entire liability to you shall be limited to the amount of the Fee paid by you at the time any loss is sustained. Nothing in these Terms seeks to excuse or limit your legal rights as a consumer, where applicable. For further information concerning your legal rights please contact your local Citizens Advice Bureau.

During the term of your available access to the Service and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, our contractors or any part of our business or damage our reputation, or which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, our contractors or any part of our business.

In the event a dispute arises in connection with the provision of any Service which we are unable to resolve following our internal complaints process or otherwise by mutual consent, then we both agree to submit the matter for mediation by a CEDR accredited independent mediator. In the event a resolution is still not possible 30 days following a mediation decision then either of us shall be at liberty to commence legal action, if necessary.

Who we are and how to contact us

All Services will be delivered by Socialbabesuk LTD. If you would like to contact us you can email us at info@socialbabesuk.com. If we need to contact you, we will use the email address you provide at the time you purchase of the Service. If you change your contact email address it will be your responsibility to notify us so that we can update our records. Where these Terms refer to the provision of notice, this must be provided to us in writing by email to info@socialbabesuk.com. All emails will be deemed served 48 hours after sending.

General

In the event any provision of these Terms is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

All titles and headings used within these Terms are for reference purposes only. We shall be entitled to transfer any of our rights and obligations under these Terms at any time without notice to you.

No failure or delay by either one of us in exercising any of our respective rights under these Terms shall be deemed to be a waiver of that right, and no waiver by either one of us of a breach of any provision of these Terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

These Terms and any dispute or claim arising out of them (including non-contractual disputes of claims) shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

Where we deem it necessary to vary or modify these Terms (other than any Fee) then we shall notify you of any changes by email and your continued use of your purchased Service will be deemed as your acceptance of any changes. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

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