



MICHELE WILLMOTT

Online Courses, Live Masterclasses and Group Programmes (Trainings) Terms and Conditions

This page tells you the terms and conditions (**Terms**) on which we supply any of the courses (**Courses**) listed on our website www.michelewillmott.co.uk (**our site**) to you. Please read these Terms carefully before purchasing any Courses from our site.

You should print a copy of these terms and conditions for your future reference.

[Please click on the button marked "I Accept" at the end of these terms and conditions (or tick the box on the checkout page) if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any courses or participate and access any live programmes via our site.] **OR** [By placing an order on our site, you agree to these Terms and that these Terms take precedence over any other terms and conditions including your own terms of business, any course of dealing or any industry practice.]

1. INFORMATION ABOUT US

www.michelewillmott.co.uk is a site operated by Michele Willmott trading as "Michele Willmott" ("we" or "us"). Our address is 9 Birtley Road, Bramley, Guildford. Surrey. GU5 0JQ. UK and our email address is info@michelewillmott.com

2. YOUR STATUS

By placing an order through our site, you warrant and confirm that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old;
- (c) You will only use a Course, Masterclass or Live Programme information & digital products for your personal use and you may not sell, publish or distribute such document or use it in whole or in part for any other purpose for financial gain or not.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order is an offer to us to buy a Course or participate in a live training. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that your acceptance onto the programme or that the Course is

available for access or download (**the Download Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Download Confirmation or Invoice.

3.2 The Contract will relate only to those Courses and Trainings whose access or download we have confirmed in the Invoice or Download Confirmation. We will not be obliged to supply any other Courses or Trainings that may have been part of your order until the access or download of such Course has been confirmed in a separate Invoice or Download Confirmation.

3.3 If you are purchasing a Course or Training as a consumer:

- (a) you have the right to cancel this agreement within 14 days of the date of this agreement by emailing us at info@michelewillmott.com. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this agreement, we will reimburse to you all payments received from you in relation to the agreement within 14 days after the date on which we were informed about your decision to cancel this Contract; and
- (b) notwithstanding paragraph 3.3(a) above, you agree that we may begin the supply of any relevant digital content not on a tangible medium before the end of the cancellation period set out in paragraph 3.3(a) above and you acknowledge that you will lose your cancellation rights in relation to such digital content; and
- (c) in relation to the provision of any additional services under this Contract:
 - (i) you hereby request immediate performance of the Contract and acknowledge that you will lose your right of withdrawal from the Contract once the service contract is fully performed (this includes the delivery of live Trainings); and
 - (ii) if you cancel the Contract before the services have been fully performed, you agree that you will pay for the supply of the service for the period for which they are supplied. The amount payable will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

4. AVAILABILITY

Your order will be fulfilled automatically on your receipt of the Invoice or Download Confirmation but in the event that our automated systems do not work immediately, please contact info@michelewillmott.com to advise us that the Course has not been made available for access or download. As our systems are automated, we shall not be liable for any delay in the access to or download of any Course or Training material.

5. TITLE AND INTELLECTUAL PROPERTY

5.1 You will only be entitled to use the Course or Training when we receive full payment of all sums due in respect of the Course.

5.2 As between us and you, all Intellectual Property Rights and all other rights in any Course shall be owned by us. We license all such rights to you on a non-exclusive basis only to such extent as is necessary to enable you to make reasonable use of the Course or Training.

5.3 We shall enforce our Intellectual Property Rights in the Course to the fullest extent possible by law and **DISTRIBUTING (WHETHER FOR PAYMENT OR OTHERWISE), PUBLISHING, SELLING OR DISCLOSING A COURSE or Training Content IS STRICTLY PROHIBITED.**

6. PRICE AND PAYMENT

6.1 The price of any Course or Training will be as quoted on our site from time to time, except in cases of obvious error.

6.2 These prices include VAT except where expressly stated otherwise.

6.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Download Confirmation or Invoice.

6.4 Payment for all Courses and classes must be by such method of payment as is specified on our website. If you choose to pay by PayPal, you must have a valid PayPal account in order to purchase a Course.

7. REFUNDS

7.1 If you are able to download, make use of and copy the Course or Training content immediately, we will only offer refunds in limited circumstances at our discretion. If a refund is made, a £10 administration fee will be deducted from the refund amount in order to cover any bank charges, exchange rate losses and administration costs.

7.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

8. OUR LIABILITY

8.1 Our Courses and Trainings are provided on an "as is" basis without any representations or endorsements made and without any warranty of any kind whether express or implied, other than where you are purchasing our Courses or Trainings as a consumer in which case the implied warranties of fitness for purpose, merchantability and accuracy shall apply.

8.2 If, for any reason, we are liable for any damages, other than those for death or personal injury caused by our negligence (or any other matter for which we are not able to limit or exclude our liability due to applicable law), our total liability shall be limited to the amount of the Course or Training purchased.

- 8.3 By purchasing a Course or Training, you agree that in no circumstance shall we be liable for any indirect, incidental, special or consequential damages, including, but not limited to:
- (a) loss of income or revenue
 - (b) loss of business
 - (c) loss of profits or contracts
 - (d) loss of anticipated savings
 - (e) loss of data
 - (f) loss of data, or
 - (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

arising out of or in any way connected with the use of a Course or Training, under any law or on any basis whatsoever whether contractual or otherwise, except in relation to death or personal injury caused by our negligence (or any other matter for which we are not able to limit or exclude our liability due to applicable law).

9. WRITTEN COMMUNICATIONS

You agree that our communication with you will be mainly electronic and via email (except in the case of live trainings where you may communicate with Michele according to any stipulations set at the beginning of the training). We may however also provide you with information by posting notices on our site. You agree that all contracts, notices, information, and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

10. NOTICES

All notices given by you to us must be given to Michele Willmott] at 9 Birtley Road, Bramley, Guildford. Surrey. GU5 0JQ. We may give notice to you at the e-mail address you provide to us when placing an order. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. 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.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

- 11.1 You may not transfer, assign, or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 11.2 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12. EVENTS OUTSIDE OUR CONTROL

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 events outside our reasonable control.

13. WAIVER

13.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

13.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

13.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

14. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. ENTIRE AGREEMENT

15.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

15.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

15.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

16. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 16.1 We have the right to revise and amend these terms and conditions from time to time.
- 16.2 You will be subject to the policies and terms and conditions in force at the time that you order Courses or Trainings from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Invoice or Download Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Course).

17. LAW AND JURISDICTION

Contracts for the purchase of Courses and Trainings through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.