**TERMS AND CONDITIONS**

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

**General terms and conditions**

1. Thesustainablelifecoach.com is owned and operated by The Sustainable Life Coach of Morpeth, Northumberland, NE61 2UB. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at amsoulsby@yahoo.co.uk

1.1 What these terms cover. These are the terms and conditions on which we supply tickets to you for Events that are advertised on our website.

1.2 Why you should read them. Please read these terms carefully before you submit your request to us. These terms tell you who we are, how we will provide tickets to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

* You are an individual.
* You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

1.5 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or telephone number you provided to us in your booking.

1.6 ”Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

**2. The contract between us**

We must receive payment of the whole of the price for the services that you order before your order can be accepted. Payment of the price for the services represents an offer on your part to purchase the services, which will be accepted by us only when a confirmation of acceptance is sent by us. Only at this point is a legally binding contract created between us.

**2. Acknowledgement of your order**

2.1 To enable us to process your order, you will need to provide us with your email address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

2.2 If we are unable to accept your order, we will inform you of this by telephone or email and will not charge you for the service session. This might be because the service session is no longer taking place or the spaces are full for that service session. There may also be an age restriction on certain services.

**3. Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to The Sustainable Life Coach. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

**4. Accuracy of content**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

**5. Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

**6. Availability**

The services will be provided within an agreed timescale, and time is not of the essence of the contract.

**7.** **Ordering errors**

You are able to correct errors on your order up to the point on which you click on “submit” during the ordering process.

**8. Price**

The prices payable for services that you order are as set out in a quotation to you or as described on the booking platform website. All prices are correct at the time of entering information. If any booking fee is to be charged, this will also be set out in the ordering process. We use our best efforts to ensure that the price of the service session advised to you is correct.

**9. Payment terms**

We will take payment upon receipt of your order from your credit or debit card. We accept no liability if our services are delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the services from you, then we can refuse to process your order and/or suspend any further services. This does not affect any other rights we may have.

**10. Cancellation rights**

10.1 Where you are a consumer as defined in **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134**  you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

10.2 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

10.2.1 Orders for a service session less than 14 days before it takes place.

10.3 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see *Clause 10.1*), you can still end the contract before it is completed. However, please refer to Clause 10.5 for the available refunds depending on when you elect to terminate the contract.

10.4 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us by any other clear statement.

10.5 Your rights when you end the order will depend on what service session you have ordered and how many days before the service session that you request to end the contract as follows:

10.5.1 If you wish to terminate your contract with more than 7 clear days before the service session takes place, you will be entitled to a full refund less any booking fee advertised.

10.5.2 If you wish to cancel with less than 7 days before the service session takes place, you will not be entitled to any refund.

10.5.3 If you do not attend a service session that you have ordered and paid for, you will not be entitled to any refund.

10.6 Ending the contract because of something we have done or are going to do.

If you are ending a contract for a reason set out at 10.6.1 to 10.6.5 below the contract will end immediately and we will refund you in full for any orders. The reasons are:

10.6.1 we have told you about an upcoming change to the service session or these terms which you do not agree to (see *Clause 6.2*);

10.6.2 we have told you about an error in the price or description of the service session you have booked and you do not wish to proceed;

10.6.3 we have suspended the supply of the service sessions for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days before the service session and cannot provide the service sessions to you by any other method; or

10.6.4 the service session is cancelled; or

10.6.5 you have a legal right to end the contract because of something we have done wrong.

**11. Cancellation by us**

11.1 We reserve the right not to process your order if:

11.1.1 We have insufficient staff or resources to deliver the services you have ordered;

11.1.2 We do not provide services to your area; or

11.1.3 One or more of the services you ordered was listed at an incorrect price due to a typographical error.

11.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

**12. If there is a problem with the services**

12.1 If you have any questions or complaints about the services please contact us. You can do so at amsoulsby@yahoo.co.uk

12.2 We are under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

13. **Termination of your participation in the service session.**

13.1 If The Sustainable Life Coach considers that your behaviour during a service session is such that it is detrimental to the reputation of The Sustainable Life Coach and not in the best interests of the other attendees at the service session, then your participation may be terminated forthwith either by excluding you from participation in the service session. Examples of behaviour which may lead to your exclusion from a service session are:

(a) making racist, misogynistic or homophobic comments;

(b) making exaggerated claims regarding your business in order to promote it;

(c) being aggressive or making demeaning comments about other participants.

In the event that you are excluded from the service session, you will not be entitled to any refund.

**14. Liability**

14.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

14.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

14.3 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

14.4 Subject to clause 14.3

Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the sum paid by you for any tickets to that service session.

**15. Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at amsoulsby@yahoo.co.uk and all notices from us to you will be displayed on our website from time to time.

**16. Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and it is your responsibility to look through them as often as possible.

**17. Law, jurisdiction and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

**18. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

**19. How we may use your personal information**

We will only use your personal information as set out in our privacy policy which is available to view on our website www.thesustainablelifecoach.com

**20. Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

**21.** **Other important terms**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may submit the dispute for online resolution to the European Commission Online Dispute Resolution platform.

**PLEASE CONTINUE ONTO THE FOLLOWING PAGE…**

**MODEL CANCELLATION FORM**

(Complete and return this form only if you wish to withdraw from the contract)

To The Sustainable Life Coach

I/WE hereby give notice that I/WE cancel MY/OUR contract for the supply of the following services,

ORDERED ON:

Name of consumer:

………………………………..

Address of consumer:

………………………………..

Signature of consumer:

………………………………..

Date: ……………………..