



CHE The Centre for
Homeopathic
Education

The Centre for Homeopathic Education
12 Bloomsbury Square
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Tel: 020 3405 4580

1. Who are we and our contact details

1. We are the CENTRE FOR HOMEOPATHIC EDUCATION (UK) LIMITED (CHE). We're a company registered in England with company number 06328910 whose registered address is at 4th Floor 100 Fenchurch Street, London, England, EC3M 5JD.
2. You can get hold of us in any of the following ways:
 - a) by telephoning us on [020 3405 4580];
 - b) by emailing us at enquiries@chehomeopathy.com

2. What do these terms do, and why are they important?

1. We have entered into a contract with 'you', as a participant of the Programme in accordance with these terms and conditions ("T&Cs"), your online application form ("Application Form") and the email confirmation of your participation in your chosen Programme ("Confirmation Email"). Together these documents are the "contract", if there are any discrepancies between these documents the order in which they shall apply is: Confirmation Email, T&Cs and Application Form.
2. Reference to "Programme" throughout this contract is deemed to include a reference to the training, seminars, webinars, online programmes, coaching sessions and other "Courses" as more specifically defined in the Schedules of this contract and the Confirmation Email.
3. Before you confirm your place in a Programme and make any payments to us, please read these terms and conditions very carefully as they contain important information, including:
 - a) how we will provide you with the Programme that you have ordered,
 - b) our payment terms and delivery times,
 - c) the situations in which this contract may be amended or cancelled by you or by us (including within a cooling-off period),
 - d) what you should do if there is a fault with the Programme that we have provided to you, and
 - e) how we will use your personal details,

as well as other matters.

4. If, in these T&Cs, we say that either of us may contact the other in 'writing', then this means it can be by letter or by email.

5. Separate terms and conditions apply to the use of our website. You can find those terms and conditions here: <https://chehomeopathy.com/our-policies/terms-conditions/>

3. Your personal information

For information about how we collect and use your personal information, please see our data protection policy, which is available [here](#).

4. Booking process and the contract between you and us

Booking process

Once you select the Programme of your choice, you should complete and submit the Application Form. For the licentiate qualification, if your application is successful you will be invited to attend an interview (either online or face-to face). If after concluding your Application Form and the interview (when applicable) you are offered a place in the Programme of your choice, you will receive a Confirmation Email which will include the applicable Fees and payment options. Your place will be booked on receipt of payment in accordance with the Confirmation Email.

The contract between you and us

1. The legal contract between you and us will only come into existence when:
 - a) we tell you that we can provide the Programme to you, that is, you are confirmed a place in one of our Programmes, which we will usually communicate by email after completing the application form and the interview; and
 - b) you accept your place in the Programme; and
 - c) you make the necessary payment to reserve your place in the Programme, as set out in the Confirmation Email.
2. If we tell you that we cannot provide the Programme to you for whatever reason, then we will not charge you for them.
3. If we tell you that we are unable to provide the Programme, and we have already received payment from you, then we will promptly refund you for any Programme that we cannot provide to you.

5. Fees, Payment details and Refund Policy

Fees

1. The price of your chosen Programme will be the price set out on our Confirmation Email at the time when we confirm your place in your chosen Programme (**Fees**).
2. Any costs for delivery of the Programme will be the amounts that were set out to you in the Confirmation Email. Additional costs associated with the Programme, such as books and supervision, which are not covered by the Fees set out our Confirmation Email can be found in the student handbook.
3. After passing each year of the Programme, you will receive a letter at the end of the academic year informing you of the Fees for the following academic year, as well as the payment options available to you.

Payment Details

1. When you need to pay us and the payment options available to you depend on the Programme that you apply for and all details will be set out in the Confirmation Email.
2. We accept payment through Thrivecart by credit and debit card.

3. Please note that paying in instalments means that CHE are helping you to spread the full cost of the Fees over the period set out in the Confirmation Email. If you cancel your monthly payments at any time, then you will be required to pay the full outstanding Fees within 7 working days.
4. Changes to your payment details must be made in writing to the email address notified to you no later than 5 days prior to your scheduled payment date. We will not be responsible for any charges or penalties charged to you by third parties as a result of default of payment.
5. All payments due under this contract must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
6. If this contract is terminated, you shall pay any Fees due and outstanding.
7. Time is of the essence with respect to payment of all Fees.
8. We make all reasonable efforts to ensure that we do not make errors with the prices that we charge you. For example, before we accept your booking, we usually try to check the website price against our price list in force at the time of your order. However, if an error has been made and the price in the price list is lower than the website price, then we will charge you the price on the price list (being the lower amount). If an error has been made and the price in the price list is higher than the website price, we will contact you to confirm how you would like to proceed.
9. Without limiting any other right or remedy we have for statutory interest, if you do not pay us on time, we may:
 - a) suspend access to the Programme (including any attendance at workshops, seminars, online training, etc.) and
 - b) charge you interest at the rate of 10% a year above the base rate of The Bank of England from time to time. The interest will accrue each day from the date that the amount you owe us was due, until the date you make payment of the amount that is overdue. It will accrue whether or not it is before or after any court judgment. You must pay the interest to us when you make payment to us of the amount that is overdue. If you write to us and request it, we will send you a statement of the interest you owe us to date, and the additional amount being added each day.

Refund Policy

1. If you withdraw from the course at least 14 days before the start date of each academic year and you had paid the Fees in full, then you are eligible for a refund of the Fees paid minus the non-refundable Deposit (as set out in the Confirmation Email).
2. If you withdraw less than 14 days before the release of the first module or college weekend and the second module or college weekend (as applicable), then you will be refunded two thirds of the Fees minus the non-refundable Deposit.
3. If you withdraw between the release of the first module or college weekend and the second module or college weekend (as applicable), then you will not be entitled to any refund of the Fees paid and due to be paid. Please note that this also applies to the monthly payment option, so please be aware that you will still be obliged to pay the Fees and, therefore, make all the remaining the monthly payments.
4. Students who have been either suspended or excluded from CHE for disciplinary reasons or for not maintaining minimum standards or academic progression are not eligible for any refund of the Fees.
5. Prior to consideration for any refund or transfer, requests must be submitted in writing to the Administration Office, the details of which are willis@chehomeopathy.com along with any necessary supporting documentation AND all necessary procedures for withdrawal or interruption of studies, as set out in the student handbook, must be completed by the student and the student must be recorded as 'withdrawn' by the Administration Office.
6. Refunds will only be made to the bank account or credit card from which the Fees were originally paid. Please allow 6 weeks from requesting a refund to receiving it. Refunds will not be made in cash under any circumstances.
7. All refunds will be calculated in UK Sterling. CHE will not refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred. Where payment of Fees was split between more than one payee, any refund due will be made in proportion to the original split.

6. Dates, times and locations

1. The dates, times and locations of the Programmes are fixed by us and notified to you via the CHE Website and the student portal. It is your responsibility to register and no alternative or replacement dates, times or locations are available.
2. If an event occurs outside our reasonable control, which may include, but is not limited to the unavailability of key personnel, the Online Programmes being down, or the unavailability of key materials (without which we cannot provide the seminars or training), acts of God, accident, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, failure or breakdown of web host, failure or breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of energy, power failure, industrial action, civil unrest, riots, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the control of the party in question, we will notify you by email. In such an instance, we will not be liable to you for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond our reasonable control. If the delay continues for a period of 180 days and we have not provided an alternative way to perform our obligations, either of us may cancel the Programme and a portion of your Fees, for the part of the Programme not delivered, will be refunded to you.

7. Our obligations to you – what you can expect from us

In return for their financial commitment to CHE, students can expect CHE to:

1. Deliver the Programme as advertised. However, in exceptional circumstances lectures may be changed at short notice. Also, in the event of unforeseen circumstances or factors outside of our control, such as, but not limited to, factors affecting availability of tutors or internet provider or venue, CHE reserves the right to alter the dates, content, tutors or format of the course, while making every effort to maintain the intended material and style as far as possible. No refunds will be given under any such circumstances.
2. Understand that the Programme can, at times, be demanding. Therefore, throughout the Programme, students will receive support from CHE as appropriate but without compromising the development of its students as independent learners. Whilst CHE will provide you with support, it strongly recommends its students to seek supervision from a qualified homeopath for additional support. Students must note that supervision is compulsory for the licentiate qualification as follows: years 1 and 2 in the full-time Programme and years 3 and 4 in the part time Programme.
3. Augment reading materials and reading lists via the CHE student website/e-mail, as appropriate. In addition, extra reading may be advised by individual lecturers.
4. CHE often shares details of special promotions, webinars, CPD days and conferences organised/sponsored by CHE for educational purposes.
5. Before you pay for your place in a Programme, we will let you know when we will deliver the Programme to you. Delivery and supply times will depend on the terms of your chosen Programme. For ongoing services, we will provide the services to you until the services have been completed or the contract is cancelled by you or by us or until we withdraw the services, all in accordance with the terms of the contract. The resources available on the student portal will be available until the end of each academic year, and until the 1st September after completing the last academic year. Downloads are not available for online lessons, only the handouts will be available to download.
6. We will contact you if we are delayed in delivering the Programme to you because of circumstances that are not within our control. If we contact you within a reasonable time to let you know about this, then we will not be responsible for any delays due to those circumstances. However, if the delay continues beyond a reasonable amount of time, then you can contact us to cancel the contract, and we will provide you with a refund for any Programme that you have paid for but not yet received.

8. Your obligations to us

1. Upon becoming legally bound by this contract, you agree:
 - a. to honour your financial obligations towards CHE.
 - b. in case the payments are not made on time or organised by the start of each academic year so that each payment is received on time, to pay CHE statutory interest at 8% plus the Bank of England base rate from the date the payment is due plus an administration fee of £100.
 - c. that it is your responsibility to complete payments as indicated.
 - d. and confirm that you have all the information needed in order to make the decision to participate in this training.
 - e. to accept all the terms and conditions of the contract.
 - f. and represent that the information submitted on your application form is accurate.
 - g. that in the event of future Government change in legislation regarding educational institutions which may affect the cost and/or delivery of the programme of study, CHE reserves the right to increase student fees accordingly.
 - h. to consent to receive details of special promotions, webinars, CPD days and conferences organised/sponsored by CHE
2. As a participant in a Programme, CHE expects you to:
 - a. Abide by the CHE code of conduct available in the Student Handbook given out at the beginning of the academic year (**Code of Conduct**).
 - b. For online Programmes, to watch and complete each monthly module(s) of lectures and any assessments given throughout the year.
 - c. For classroom Programmes, to have an attendance rate of at least 85%. Please note that leaving early during an afternoon will be noted and will affect the overall attendance requirements. This also applies to any lateness i.e. arriving late in the morning or returning late from tea breaks or lunch.
 - d. Understand that you may have your online access restricted or denied or be asked to refrain from attending classes/clinics if CHE considers that any of the criteria below apply:
 - i. the student's behaviour on the course is deemed inappropriate (this includes, but is not limited, violations of the Code of Conduct);
 - ii. the student's attendance is sporadic or they repeatedly are late or leave early for scheduled tutorials or classes/clinics, whether online or face-to-face;
 - iii. the student shares their personal login and password details of the digital platform with anyone.
 - iv. failure to adhere to the terms of this contract;
 - v. failure to make Fee payments as set out in the Confirmation Email.
 - e. Abide by the Complaints Policy - please see our website under "[Our Policies](#)"
 - f. Abide by the Assessment Policy – please see our website under "Our Policies"
 - g. Understand that they will need to read widely from the course reading list, attend lectures (online or face-to-face, depending on the Programme) and clinics, and to produce the required assessments, as outlined in the Student Handbook.
 - h. Attend all classes/clinics punctually: a register will be taken every morning and afternoon.
 - i. Respect that all the Programme material is confidential and may not be distributed or photocopied without permission.
 - j. Lectures are not to be recorded, downloaded either by audio or visual devices without the permission.
 - k. Respect commonly understood boundaries and to conduct themselves at all times with professionalism, maturity and in such a way that neither undermines public confidence in the process or profession of homeopathy nor brings it into disrepute.
 - l. Refrain from commenting adversely on the conduct of other professionals including peers, CHE staff, lecturers and supervisors. There are policies in place that allow students to voice concerns about the Programme. These can be found in the [Complaints Policy](#) and the student handbook.
 - m. Support the Programme by providing feedback when prompted by CHE.

- n. Agree to the recording of teaching and tutorial sessions, which will be distributed to students after the session.
- o. Understand that, in order to progress through to the next academic year, all assessments must be completed and passed and Fees paid up-to-date.

9. Deferrals, Suspension and fault with the Programme

Deferrals

Programme Deferral

We do offer a deferral option for students. This allows the student to defer their studies at any point throughout the course for one calendar year only. Fees will be charged for one academic year with a deferral administration cost of £250. If you are paying on a subscription basis, the current year's Fees must be paid even if studies are deferred for one calendar year.

Assessment Deferral

Deferral of assessments can be requested following the procedure set out in the student handbook and paying an administration fee of £75.

Suspension or exclusion of students from the Programme

CHE reserves the right to have students either suspended or excluded from the Programme for disciplinary reasons or for not maintaining minimum standards or academic progression, as set out in the applicable Code of Conduct and or student handbook, or for failure to comply with the obligations set out in 8.

Suspension of the Programme

1. If something happens that means CHE must suspend the supply of the Programme to you, for example:
 - a) to make minor technical adjustments or to resolve technical issues;
 - b) to update the Programme to implement a change in law or any relevant regulatory requirement;
 - c) due to unexpected circumstances,

then we will contact you to let you know.

2. We will usually let you know in advance of any suspension unless it is an emergency – in which case, we will let you know as soon as reasonably possible. If we do temporarily suspend the supply of Programme, your payment will be adjusted so that you do not pay for the relevant suspended item during the period of suspension.
3. If we are going to suspend a Programme for more than 45 days, then you may contact us to cancel the contract. We will provide you with a pro-rata refund for the relevant Programme for which you have made payment, but have not yet received.

10. If there is a fault with the Programme

1. We hope that you are satisfied with the Programme, but if you have any complaints about it, then please refer to the [Complaints Policy](#) for details on how to make a complaint.
2. We must provide a Programme to you that meet your consumer rights.
3. This section provides you with a summary of your consumer rights if there is a fault with the Programme. However, this is only a summary of your key rights. If you need more detailed information, you can contact Citizens Advice on www.citizensadvice.org.uk OR Citizens Advice Scotland on

www.citizensadvice.org.uk/Scotland or you can call 03454 04 05 06, or you can contact your local Trading Standards Department.

4. If we have provided you with services, the Consumer Rights Act 2015 says:
 - a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill – or get some money back if we can't fix it.
 - b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
 - c) If you haven't agreed a time beforehand, the services must be carried out within a reasonable time.
5. If we have provided you with digital content, the Consumer Rights Act 2015 says that the digital content must be as described, fit for purpose and of satisfactory quality and:
 - a) If your digital content is faulty, you're entitled to a repair or replacement.
 - b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
 - c) If you can show that the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.
6. Your rights as summarised above are in addition to any cancellation rights that you may have during the cooling-off period.

11. Cooling-off period and your right to cancel the contract during it

1. Your rights to cancel during the cooling-off period are in addition to and are separate from your other rights to cancel the contract, set out in section 12 below. Note that this section should be read in conjunction with, and subject to the terms of, the Refund Policy set out in section 5.
2. When you book a Programme from a website, in most cases you will have the right to cancel the contract (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) within the cooling-off period because you have changed your mind. This right exists unless one of the circumstances set out in below applies. If you rely on these cancellation rights to cancel the contract during the cooling-off period, you do not have to provide us with any reason for cancelling.
3. If any of the following circumstances applies to the Programme that you have ordered, then the cancellation rights during the cooling-off period do not apply to you and you will not have the right to cancel the contract in respect of the Programme (digital content only) because you have changed your mind:
 - a) you have started to download or stream the digital content that you ordered;
 - b) you have signed up for a classroom Programme;
 - c) if the services have been completed.
4. You have up to 14 days after the day you make your first payment to cancel the contract, unless you start to download or stream the digital content before that time (in which case, we will ask you to acknowledge before downloading or streaming that you have lost your cancellation rights).
5. If you want to cancel the contract because you have changed your mind, then you should let us know before the end of the cooling-off period in one of the following ways:
 - a) contacting us on the details set out in section 1 and include your name, email address, address and order details, providing a clear statement that you want to cancel; or
 - b) filling out the form below and submitting it to us, or print off that form and post it to us – in either case, using the details set out in section 1.

Model cancellation form (Distance Contracts)

The wording on this form is specified by the law. You should therefore only change those parts indicated.

To **[enter your business name, address and, where available, fax number and email address]**

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

6. If you cancel the contract during the cooling-off period because you have changed your mind, and the conditions set out in section 5 do not apply, and all the conditions set out in this section 11 apply, then we will provide you with a refund for the Programme. We will provide you with a refund within 14 days of the day after you let us know that you want to cancel the contract.

12. Your rights to cancel the contract

1. In addition to your rights to cancel the contract during the cooling-off period set out in section 11, if any of the following circumstances apply, you have the right to cancel this contract immediately:
 - a) we have informed you that there was an error with the price or the description of the Programme when you booked your place, and you now do not wish to proceed based on the correct price or description;
 - b) we have informed you that we need to make a major change to the Programme and you do not want to proceed with the change;
 - c) there is a significant delay in providing the Programme to you, because of circumstances that are not within our control;
 - d) we have informed you that we need to suspend the supply of Programme to you, for any of the reasons **set out in section 9**, for more than 45 days; or
 - e) you have some other legal right to cancel the contract because of something we have done.
2. If you do cancel the contract for any of the above, then we will provide you with a refund for any Programme that you have paid for but we have not yet provided, or we may provide you with a refund for any Programme that have not been properly provided to you. In certain circumstances, you may also be entitled to further compensation.

13. Our rights to cancel the contract

1. If you don't comply with your obligations in the contract, we may cancel the contract. The following are examples of circumstances where we would consider that you have not complied with your obligations:
 - a) you do not pay us on time and you do not pay us within 5 days of us telling you that payment is overdue (see section 7.4);

- b) you do not provide us with information that we have requested from you within a reasonable time (see section 10.1);

14. If we stop providing Programme

If the Programme provided is on an ongoing basis, we may decide at some point in the future to stop providing it. If we decide to stop providing it, we will contact you at least 12 months before we stop providing it, to let you know. If you have made payment for Programme that we will no longer be providing to you, we will give you the relevant refund for what you will not receive and we will refer you to another institution to complete your studies.

15. Confidential information and privacy

1. Since certain information may be disclosed by you or other participants during the Programme, it is important, that you help us to maintain your privacy and confidentiality and those of other participants by acknowledging and agreeing:
 - a. that the information discussed by other participants at the Programme may be private or confidential; and
 - b. not to directly or indirectly communicate or disclose (whether in writing, orally or in any other manner) any information that is stated by a participant to be “confidential”, if disclosed within the Programme.
2. As a participant of the Programme, we may hold or store financial information about you, however, we may hold personal information (including your name, email address and any personal or company details) to (i) provide the Programme or (ii) provide details of our other services to you or (iii) to complete internal administration related to you. Your details will be held on a database by us, Data Protection registration number ZB038582.
3. We may contact you (by mail, email, telephone, SMS or via the internet) in relation to the Programme or other events, products or services in which you may be interested. If you wish to opt-out of such communications, please email us. We have a strict privacy policy and will not give your personal data to any other third party without your prior written consent.

16. Intellectual property rights

You acknowledge and agree that:

1. all material, content, workbooks and systems (whether provided verbally or in writing) relating to us, including the CENTRE FOR HOMEOPATHIC EDUCATION (UK) LIMITED, whether presented before, during or after a Programme are part of our “intellectual property rights”, which includes registered and unregistered rights in any copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, get-up, database rights, and all similar rights;
2. you will not, at any time, do anything that would infringe our intellectual property rights, including recording, copying, divulging, reusing, making available to others, reselling or reproducing in whole or in part the Programme, except without our prior consent (whether or not for financial gain); and
3. a Programme (or aspects thereof) may be photographed or recorded, you waive all rights to images or recordings and any and all images and recordings will remain our property and may be used at our discretion.

17. Status and limitation of liability

1. All information will be provided with reasonable skill and care, however we ask that you acknowledge and agree that:

- a. You are responsible for decisions made or actions taken to implement any strategic information or guidance provided during the Programme and that to the maximum extent permitted by law, any implied terms and warranties are excluded.
2. This contract does not constitute or imply any other relationship between us other than as expressly provided.
3. If we do not comply with any section of the contract, or we do not use reasonable care and skill in providing the Programme to you, then we are liable to you for loss and damage that you suffer and that we cause, so long as the loss or damage that is caused is foreseeable. Loss or damage is foreseeable if it is obvious to a reasonable person that it will happen because of us breaking the contract, or if it is obvious that it might happen because of something you told us about when we entered into the contract.
4. If we provide you with digital content that is faulty and that damages your device, we will either repair the device or pay compensation to you.
5. We do not limit or exclude our liability to you, where we are not allowed to do so by law. This means that we do not limit or exclude our liability for death or personal injury due to our negligence (or negligence of our employees or subcontractors), for fraud, for breach of your legal rights in relation to the Programme (a summary of which is set out in section 11.3) or for providing you with defective items under the Consumer Protection Act 1987.
6. If we provide any advice to you, including in any instructions or manuals provided to you with the Programme, then you should follow these carefully. We will not be liable to you for any damage that is caused due to your failure to follow such advice or instructions.
7. We only provide Programme for educational purposes. We do not provide the Programmes for business or commercial use. If you do use the Programme for business or commercial use, we will have no liability to you for loss of profit, loss of business, loss of opportunity or loss of goodwill.
8. By attending the Programme, you acknowledge and agree that:
 - a. the Programme is for educational purposes only and any information, mentoring or guidance provided by us (or any person representing us, including our employees, directors, consultants or any other member of our team ("**Team Member**") is not intended to be personal or specific to you and to the maximum extent permitted by law, any implied terms and warranties are excluded;
 - b. you understand the Fees payable for the Programme and the refund and cancellation provisions;
 - c. any breach of the Intellectual Property Rights section may result in legal action;
 - d. all materials, workshop and seminar content including examples, audio & visual content are provided strictly for educational purposes only and are solely intended to educate you and shall not be construed to be a recommendation, solicitation, prediction or advice;
 - e. no advice is being provided by any Team Member. If particular examples are used they are only cited for educational and illustrative purposes;
 - f. you will not hold us or any Team Member responsible for any actions taken by you in your practice as a homeopath;
 - g. you understand these T&Cs and the other terms forming part of this contract, and agree to be bound by them, including the limitation of liability clause and confidentiality provisions;
 - h. to the maximum extent permitted by law, our aggregate liability arising out of or related to the Programme or this contract, whether in contract, personal injury, damage to belongings or otherwise shall not exceed the amounts actually paid by you for the Programme;
 - i. to the maximum extent permitted by law, we will not be liable to you in any way for:
 - i. any cost, loss of income, business or profits, or for any loss or damage that was not reasonably foreseeable by us at the time you entered into this contract; or
 - ii. any event that we cannot reasonably control and which would have been unavoidable (despite reasonable commercial efforts to prevent the event happening) or resulting from us complying with any relevant requirement under any law or regulation to which we are subject;

- j. except for actions for breach of Intellectual Property Rights or Confidential Information and Privacy, no action (regardless of form) arising out of this contract may be commenced by either party more than one year after the cause of action accrued; and
- k. nothing in this contract shall be taken to exclude any liability of either party for death or personal injury caused by its negligence or any fraudulent misrepresentation.

18. General

1. We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we do so. Any transfer will not affect your rights under these terms and conditions.
2. You cannot transfer any of your rights or obligations under these terms and conditions to anyone else without first getting our consent in writing.
3. Variations to this contract will have effect when agreed in writing by the parties.
4. If a court decides that any part of these terms and conditions are invalid or unenforceable, the remaining sections of these terms and conditions will not be affected and will remain in place.
5. If we delay in exercising any right we have under the contract, this will not stop us from exercising that right against you at a later date.
6. Unless we transfer our rights and obligations to another organisation, then this contract is only between you and us. This means no other person or organisation is a party to this contract and they do not have any rights under the contract.
7. Any notices under this Agreement shall be via e-mail or in writing to the address provided by the other party.
8. If there is ever any dispute between you and us, then it will be resolved using the law of England and Wales. If you live in England or Wales, we both agree respectively that proceedings will be brought in the English courts. However, if you live in Scotland, you can bring proceedings in Scottish or English courts and if you live in Northern Ireland you can bring proceedings in Northern Irish or English courts.
9. If you are dissatisfied with how we have handled your complaint or if a dispute cannot be resolved between us, you can contact our alternative dispute resolution provider the Centre for Effective Dispute Resolution, 70 Fleet Street, London to help find a solution acceptable to all parties.. Alternative dispute resolution allows parties who are in dispute to refer the dispute to an independent party to resolve. name will not charge you for referring a dispute to them. If you are not happy with the outcome that is provided, then you can still bring proceedings in court. In addition, if you are dissatisfied with how we have handled your complaint, you can also refer the dispute to the European Online Dispute Resolution Platform by following this link:
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>