

TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone Christopher on 01803 865780.

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you).
2. We are The Homeopathy College a company registered in England and Wales under number 03585700 whose registered office is at 454 Hagley Road West, Birmingham, West Midlands, B68 0DL with email address enquirer@homoeopathytraining.co.uk; telephone number (01803 865780); (the Supplier or us or we).
3. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.

Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
6. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Services from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation;
9. **Services** means the services, including any Goods, of the number and description set out in the Order.

Services

10. The description of the Services and any Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in size or colour or content of any Goods supplied.
11. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

12. All Services are subject to availability.
13. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

14. You must co-operate with us in all matters relating to the Services, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
15. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Basis of Sale

16. The description of the Services and any Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services or Goods.
17. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
18. A Contract will be formed for the Services ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or, if earlier, the Supplier's delivery of the Services to the Customer.
19. Any quotation or estimate of Fees (as defined below) is normally valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time or expressly extend the time for which it is valid.
20. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
21. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

Fees and Payment

22. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out in our price list current at the date of the Order

or such other price as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.

23. Fees and charges are VAT exempt at the time of the Order.

24. Payment for Services must be made within the timescale agreed and written in the invoice. You must pay in cash, by cheque or by bank transfer or otherwise before delivery of the Services.

Delivery

25. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:

- a. in the case of Services, within a reasonable time; and
- b. in the case of Goods, without undue delay and, in any event, not more than 30 calendar days from the day on which the Contract is entered into.

Risk and Title

26. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

27. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Withdrawal

28. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

29. After the Contract is made, you may withdraw at the end of each year of the professional practitioner training course. Withdrawal before the end of a year incurs the liability to complete payments in full for that year.

Conformity

30. We will supply the Services with reasonable skill and care.

31. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

32. The Contract continues as long as it takes us to perform the Services.

33. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
- a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - b. is subject to any step towards its bankruptcy or liquidation.
34. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Circumstances beyond the control of either party

35. In the event of any failure by a party because of something beyond its reasonable control:
- a. the party will advise the other party as soon as reasonably practicable; and
 - b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

Excluding liability

36. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession.

Governing law, jurisdiction and complaints

37. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
38. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of Scotland or Northern Ireland respectively.
39. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 7 working days.