

Terms & Conditions

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1.0 INTRODUCTION

1.1. This page (together with our privacy condition) provides you with information about us and the legal terms and conditions (the "Terms") on which we provide on any of the events (the "Services") listed on our website (our "site") to you.

1.2 These Terms will APPLY to:

(a) any contract between you and us for the provision of Services to you (a "Contract").

1.3 Please read these Terms carefully and make sure that you understand them before ordering any Services. By making a booking for Services you agree to these Terms. You should print a copy of these Terms or save them to your computer for future reference.

1.4 We can amend these Terms from time to time in the manner set out in paragraph 9. Every time you wish to order Services, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 1st May 2016.

1.5 These Terms, and any Contract between you and us, are in the English language only. These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

1.6 Our site uses cookies. Please see paragraph 5.5 for more information.

1.7 Some of these Terms only apply if you are a consumer, and some only apply if you are not a consumer. For the purposes of these Terms you are a "consumer" if in dealing with us you are acting for purposes which are outside your trade, business or profession.

2.0 INFORMATION ABOUT US

2.1 We operate the website [innovatingmindscic.com]. We are 'Innovating Minds CIC', a Community Interest Company, limited by shares' registered with company number 09998435 (England and Wales).

2.2. To contact us, please see our contact us page.

3.OUR SERVICES

3.1 We will deliver the Services to you with reasonable skill and care, and we will make every reasonable effort to ensure that the Services you book through the site or through the office are delivered to you in accordance with the descriptions provided on the site and within marketing materials published by Innovating Minds CIC. However, we reserve the right to change the venue at which the relevant Service is delivered to another suitable venue nearby, and (where applicable) to change the facilitator who will deliver the Service. If we do so we will give you as much notice of the change as is practical.

3.2 We reserve the right to change the description of any Service advertised on our site without notice at any time before we receive payment from you in respect of that Service.

3.3 All Services advertised on our site are subject to availability. We will inform you by e-mail as soon as possible if the Service you have booked is not available, and will give you the option of booking a different Service or receiving a full refund on the credit card or debit card used by you to pay.

3.4 If we cancel a Service which you have booked we will provide you with a full refund on the credit card or debit card used by you to pay within 14 days of cancellation.

3.5 We are the owner or the licensee of the content of, and materials used and distributed in the course of, the Services, and we will be the owner of all intellectual property generated as part of the Services. Except as permitted by law, you may not copy, distribute or display or issue to the public such content and/or materials without our permission. If you wish to obtain our permission, please contact us at info@innovatingmindscic.com.

3.6 You agree that the content of, and materials used in, the Services are our confidential information. You may not disclose them to anyone else without our permission and you must safeguard them as if they were confidential information of your own. If you wish to obtain our permission to disclose them, please contact us at info@innovatingmindscic.com.

4.0 USE OF OUR SITE

4.1 Your use of our site is governed by our Terms of Website Use. Please take the time to read it, as it includes important terms which apply to you and forms part of any Contract between you and us.

5.0 PERSONAL INFORMATION, SECURITY AND COOKIES

5.1 If we collect your personal information via the site, we may use it for the purposes of administering any training courses or events you book, processing payments, tracking donations made to us and keeping you informed about our charitable activities and/or our products and services that may be of interest to you. If you do not wish to receive information of this kind you can tick the "opt-out" box when submitting your contact details or email us at info@innovtingmindscic.com.

5.2 We process your payments via a third party payment provider. They collect your card information in order to process your payment. We do not pass any other information to them, and we will not pass your personal information to anybody else unless we are required to do so by law.

5.3 If you would like to obtain a copy of the personal information that we hold about you, or would like to correct any of that information, please email us at info@innovtingmindscic.com.

5.4 We take information security very seriously. We do everything we reasonably can to make sure that your information is held securely on our systems.

5.5 Cookies are small text files stored on your computer by a website. We use login and session cookies on the site to operate the necessary systems for booking training COURSES and events. We also use analytics cookies to help us improve the site. You can learn more about cookies in general, and how to set your Internet browser so that cookies are not downloaded, at <http://www.allaboutcookies.org>. If you would like to know more about how our site uses cookies, please email us at info@innovtingmindscic.com. If you continue to use the site without setting your browser so that it does not download cookies, we will assume you agree that we may download them.

6.0 IF YOU ARE A CONSUMER

This paragraph 6 only applies if you are a consumer.

6.1 If you are a consumer, you may only book via our site if you are at least 18 years old. Since this is something that we cannot easily verify for ourselves, by booking Services, you confirm to us that you are at least 18 years old.

6.2 We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure that any variations to these Terms that you agree with our duly authorised agents are confirmed in writing.

6.3 As a consumer, you have legal rights in relation to Services that are carried out poorly or are not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7.0 IF YOU ARE NOT A CONSUMER

This paragraph 7 only applies if you are not a consumer.

7.1 If you are not a consumer, you confirm that you have authority to bind any business or organisation on whose behalf you use our site to book Services.

7.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us. You confirm that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or any document expressly referred to in them.

8.0 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

8.1 Our booking process allows you to check and amend any errors before you proceed to payment. Please take the time to read and check your booking to ensure it is correct before submitting it.

8.2 We will confirm our acceptance of your booking by sending you an e-mail that confirms that the Services have been booked (a "Booking Confirmation"). The Contract between us will only be formed when we send you the Booking Confirmation.

8.3 Each Contract will end on the completion of the Services being provided under it.

9.0 OUR RIGHT TO VARY THESE TERMS

9.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payment from you;
- (b) changes in relevant laws and regulatory requirements; and
- (c) changes in the products and services we provide.

9.2 Subject to paragraph 6.2, every time you book Services from us the Terms in force at that time will apply to the Contract between you and us.

9.3 Whenever we revise these Terms in accordance with this paragraph 9, we will notify you by stating at the top of this page that these Terms have been amended and specifying the date on which the amendment was made.

10.YOUR CANCELLATION AND REFUND RIGHTS IF YOU ARE A CONSUMER

This paragraph 10 only APPLIES if you are a consumer.

10.1 If you are a consumer, you have a legal right to cancel a Contract (under the Consumer Contracts information, Cancellation & Additional Charges Regulations 2013) during the period set out below in paragraphs 10.2 and 10.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to retain your booking for a Service, you can notify us of your decision to cancel the Contract and receive a refund. Advice about

your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

10.2 Your legal right to cancel a Contract starts from the date of the Booking Confirmation, which is when the Contract between us is formed. You have a period of 14 (fourteen) calendar days in which you may cancel, ending 14 days after the day on which you receive the Booking Confirmation.

10.3 If you make a booking for a Service which will begin within the cancellation period referred to in paragraph 11.2, by ticking the box below, you agree that the Service may be delivered before that period has expired, and you can exercise your right to cancel up until the day the Service begins but that you may be charged for the services used up until the cancellation date.

10.4 To cancel a Contract, you must contact us in writing by sending an e-mail to info@innovtingmindscic.com or by sending a letter. We have a standard cancellation form we can supply to you, but you are not obliged to use this. You may wish to keep a copy of your cancellation notification for your own records.

10.5 If you cancel a Contract under this paragraph 10, you will receive a full refund of the price you paid for the Services. We will process the refund due to without undue delay and, in any case, within 14 (fourteen) calendar days of the day on which you gave us notice of cancellation as described in paragraph 10.4.

10.6 We will make all refunds to the credit card or debit card used by you to pay.

10.7 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Booking Confirmation.

10.8 As a consumer, you will always have legal rights which are not affected by these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

11.0 PRICE OF SERVICES

11.1 The prices of the Services will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Services are correct at the time when the relevant information was entered onto the system or verbally communicated. If we discover an error in the price of Services you have booked, paragraph 11.3 explains what will happen if you are a consumer and paragraph 11.4 explains what will happen if you are not a consumer.

11.2 Prices for our Services may change from time to time, but changes will not affect any order which we have confirmed with a Booking Confirmation.

11.3 This paragraph 11.3 applies if you are a consumer. If we discover an error in the price of the Services you have booked we will contact you to inform you of this error and we will provide the Services at the lower of the correct price and the advertised price, but if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to

provide the Services to you at the incorrect (lower) price.

11.4 This paragraph 11.4 applies if you are not a consumer. If we discover an error in the price of the Services you have booked we will contact you to inform you of this error and we will give you the option of continuing to purchase the Service at the correct price or cancelling your booking. If we are unable to contact you using the contact details you provided during the booking process, we will treat the booking as cancelled and notify you in writing. We do not have to provide the Services to you at the incorrect (lower) price.

12.0 PAYMENT

12.1 You can only pay for Services using a debit card , credit card direct debit or standing order.

12.2 Payment for the Services is in advance and is due and payable immediately. We will not charge your debit card or credit card until after we send a Booking Confirmation.

12.3 If you are a consumer, when you pay by credit card you enjoy certain protections from your card provider under s75 of the Consumer Credit Act 1974. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

13.0 OUR LIABILITY IF YOU ARE NOT A CONSUMER

This paragraph 13 only applies if you are not a consumer.

13.1 We only supply the Services for internal use by your business or organisation, and you agree not to use the services for any re-sale purposes.

13.2 Nothing in these Terms limit or exclude our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer PROTECTION  Act 1987.

13.3 Subject to paragraph 13.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with a Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of BUSINESS OPPORTUNITY ;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

13.4 Subject to paragraph 13.2 and paragraph 13.3, our total liability to you in respect of all losses arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall

in no circumstances exceed the price of the Services provided to you under that Contract.

13.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.

14.0 OUR LIABILITY IF YOU ARE A CONSUMER

This paragraph 14 only applies if you are a consumer.

14.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

14.2 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

15.0 EVENTS OUTSIDE OUR CONTROL

15.1 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 an Event Outside Our Control. An Event Outside Our Control is defined below in paragraph

15.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event

Outside Our Control. Where the Event Outside Our Control affects our delivery of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16.0 COMMUNICATIONS BETWEEN US

16.1 When we refer, in these Terms, to "in writing", this will include e-mail.

16.2 If you wish to contact us in writing, or if any paragraph in these Terms requires you to give us notice in writing, you can send this to us by e-mail to info@innovatingmindscic.com. or by pre-paid post . We will confirm receipt by contacting you in writing, normally by e-mail. If you are a consumer and exercising your right to cancel under paragraph 10, please see that paragraph 10 for how to tell us this.

16.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

16.4 If you are a not a consumer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 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.

17.0 Links To Other Web Sites

17.1 Our Service may contain links to third-party web sites or services that are not owned or controlled by Innovating Minds CIC.

17.2. Innovating Minds CIC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Innovating Minds CIC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

17.3 We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

18.0 Intellectual Property

18.1 The Service and its original content, features and functionality are and will remain the exclusive property of Innovating Minds CIC and its licensors.

18.2 The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries.

18.3 Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Innovating Minds CIC.

19.0 OTHER IMPORTANT TERMS

19.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on the site if this happens.

19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

19.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

19.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

19.7 If you are not a consumer, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.