

Changing Chances CIC general terms of business

These are the Terms under which we operate the websites and business at Changing Chances CIC, a company registered in England & Wales under registration number 11745078 with registered office address Hedley House, Upper Dicker, East Sussex, BN27 3QJ. These terms explain the basis on which we carry out work, organise events, offer online learning, sell resources and other products and services as defined here.

Please note that there are additional terms of business for parents/carers purchasing assessment services from Changing Chances CIC, which should be read in conjunction with this document.

Online purchase procedure

Your purchase is an offer which we acknowledge initially by email. Acceptance of our offer is indicated by us sending you an invoice or welcome email.

Personnel assigned to work with you

All work will be carried out by one of the Directors of Changing Chances CIC or by a member of its associate team. The individual or team who will be working with you will be introduced to you in our welcome email.

Our liability to you

We will perform the engagement with due skill and care and to the best of our ability. We acknowledge we will be liable to you for losses, damages, costs or expenses caused by our negligence or wilful default up to the limit of our professional indemnity insurance cover.

While we will always work to the best of our ability, we can never guarantee outcomes. Discussions on likely outcomes are based on our experience and professional judgment.

We will not be liable for any delay or failure to perform our services where such delays or failure result from circumstances beyond our reasonable control. Should the date for performance of our services need to be postponed for more than 60 days either party may cancel the affected services immediately by written notice.

Handling your data

We hold data electronically and endeavour to destroy hard copies within one month of an electronic copy being made. Please inform us immediately if you require hard copy documents. We reserve the right to make a reasonable charge for providing these. We may record certain telephone calls or online meetings electronically for training and monitoring purposes. We will inform you if we wish to make a recording and you will have the right to decline. Your data is stored securely on servers located within the EU.

Scope of agreed fees

Wherever possible will agree a fee with you to do the work, and will explain the scope of the service and indicate what is and what is not included in each fee and service.

For all our services we rely on your timely and relevant responses to progress your work, so if we lack instructions and receive no responses from you, this may result in a revision to the scope of the work or cancellation of the work.

Other fees, VAT, Registry/Government fees

All prices are exclusive of VAT unless specifically stated otherwise. Clients based outside of the United Kingdom may not have to pay VAT although those within the EU may be required to provide their VAT number.

Payment of fees

For new clients we request payment of the agreed fees or half the fees before carrying out any work. For established clients, we will agree the payment terms before the work starts.

Refunds

We do not issue refunds unless we deem it appropriate in an individual case or have offered a product on specific terms entitling you to a refund.

Products and use of Products

Our online courses, face-to-face training, books, resources, webinars, workshops, video tutorials and template documents that are not tailored to your individual needs (“Products”) are for information purposes only. Any use you make of these Products is at your own risk and we expressly disclaim any and all liability arising out of their use.

Some Products may require that you complete an application form and pay the applicable fee. You warrant and represent that you shall keep confidential and, except as provided for in these terms and conditions, shall not share with any third party your username or password or access details provided to facilitate access to the Product. Should you wish to take up a further licence for someone else to access a Product then you must request an additional user licence and pay any applicable fee, if any. A separate username and password will be created for that person.

We may suspend access to any Product if:

1. We suspect that there has been any misuse of the Product or breach of these Terms;
2. You fail to pay any sums due to us by the due date for payment.

We will notify you as soon as possible after suspending the Product.

Where the reason for the suspension is suspected misuse of the Product or breach of these terms and conditions, without prejudice to our rights, we will take steps to investigate the issue and may restore or permanently suspend access at our discretion. If we consider it appropriate to permanently suspend access, we will notify you in writing and this agreement will terminate immediately on service of such notice.

Termination of access to Product or membership

Your membership and access to our online materials will be terminated automatically at the end of your membership period if you are a subscription user or have been granted access as part of a programme of work, or if the Product you have bought entails a renewal or upgrade fee which you fail to pay. If you still wish to use the Product or service after your membership has been terminated you will need to apply to re-join and may need to pay a joining fee in addition to any renewal, upgrade fee or the fee for monthly subscription.

Once your membership has been terminated or suspended you will no longer be able to access any materials on the site.

Training, workshops coaching and webinars

Any events in the form of workshops, seminars, training, coaching, masterclasses and conferences (“event Products”) are subject to these terms as well as any additional terms governing the event such as waivers and releases we may ask you to sign relating to filming or photographing of the event when you attend the event.

Full payment is required at the time we accept your booking. Details of the fees for each event will be set out in the event offer email.

Where you book to attend one of our events the fee you pay is non-refundable. However, you may transfer your booking to an alternative date scheduled for the event or to another individual subject to availability provided enough notice is given in writing.

Intellectual property and copyright

All intellectual property rights in the materials contained in our websites and any product sites belong to Changing Chances CIC, and your use of our Products, websites and the information available through them is subject to these terms of use, as amended from time to time.

The material on our website may only be reproduced or reused for internal, non-commercial purposes. This means you may download, view, copy and print pages from our website, but only for your own personal use subject to your agreement not to:

1. Republish material from our websites.
2. Sell, rent or sub-licence material from our websites.
3. Reproduce or otherwise exploit material from our websites for commercial purposes.
4. Redistribute material unless that material is expressly made available for redistribution.
5. Modify our website, which includes defacing or removing our copyright notice from printouts.

Copyright in our materials and Products

You acknowledge that documents which we generate for you are protected by copyright, which belongs to us. The fee you pay for our work gives you an implied licence to make use of the documents for the purposes for which they were provided and for all reasonably associated purposes.

Similarly, we own the copyright in our Products and give you a non-exclusive and non-transferrable licence to use the Products solely for personal use. You may not provide the Product or any part of it, for re-sale, re-publication or re-distribution or for free use by others unless specifically permitted. You may not translate, disassemble, decompile, reverse engineer, adapt, vary or modify the Product in any manner by any means. No licence is provided to adapt or resell any Products, or to permit others to do so.

We own the copyright, design rights and all other intellectual property rights in our website and materials we make available to you. You may not copy or distribute any of these to

anyone without our express written permission save insofar as is permitted by the terms of the licence for use of a template. Breach of this term is a fundamental breach entitling us to remove your access without any refunds.

You also agree:

Not to reproduce, duplicate, copy, transmit or re-sell any part of our sites, publications or products in any form or by any means, whether electronically, mechanically, by photocopying or recording or otherwise without our permission. This includes but is not limited to any materials or documents that you download, save onto your computer or print into hardcopy form.

Not to access without authority, interfere with, damage or disrupt: any part of our sites; any equipment or network on which our sites are stored; any software used in the provision of our sites; or any equipment or network or software owned or used by any third party.

Failure to comply with this acceptable use policy constitutes a material breach of these terms and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- issue of a warning to you or legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and
- further legal action against you and disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

Your use of our websites, including our Product sites

Making use of our sites means you accept and agree to abide by all the policies stated in these Terms. You may use our sites only for lawful purposes. You may not use our sites

1. In any way that breaches any applicable laws or regulations.
2. In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
3. For the purpose of harming or attempting to harm anyone in any way.
4. To send, knowingly receive, upload, download, use or re-use any material which is offensive, obscene or otherwise indecent or incites discriminatory or antisocial behaviour.
5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
6. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time- bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Virus checking

We cannot guarantee documents or files downloaded from our website will be free from viruses and do not accept responsibility for damage or loss caused by any virus. For your own protection you must use virus checking software when using our websites.

Your Obligations

You undertake to provide us with all information, assistance and materials that we may request from time to time to facilitate the proper and timely performance of our services.

Change of address

You must inform us of any change of address, email address, telephone or other contact details.

Complaints

If you have a complaint please direct it to the Directors in the first instance, together with full details. We take complaints very seriously. Where possible, we will attempt to resolve your complaint between ourselves. We will acknowledge a complaint within five working days and explain how it will be handled. We may invite you to a meeting so you may voice your concerns directly.

Acceptance of terms of business

By engaging our services, you accept our Terms, even if you do not sign them. If you are acting on behalf of a company or partnership, you warrant that you are authorised to contract on behalf of that company or partnership. Furthermore, if you are acting on behalf of a newly formed limited company you agree to be personally responsible for our reasonable charges and costs in connection with instructions made on behalf of the company and will confirm your personal liability to us in writing on request.