

TERMS AND CONDITIONS

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything you want and nothing that you are not willing to agree to.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **'we', 'us' or 'our'** means Be Smart Cookie LTD, a company incorporated in England and Wales under number 12747226 whose registered office is at of 17 Windsor Road, London, England, E11 3QU; and
- **'you' or 'your'** means the person using our site to buy services from us.

If you have any questions about this contract or any orders you have placed, please contact us by sending an email to admin@besmartcookie.co.uk.

1. Introduction

- 1.1 If you buy services on our site you agree to be legally bound by this contract.
- 1.2 This contract is only available in English. No other languages will apply to this contract.
- 1.3 When buying any services on our site you also agree to be legally bound by:
 - 1.3.1 our website terms of use; and
 - 1.3.2 extra terms which may add to, or replace some of, this contract. This may happen as a result of an update to our policies or due to a change in legislation. We will contact you to let you know if we intend to do this by giving you one month's notice.

All of the above documents form part of this contract as though set out in full here.

2 Your privacy and personal information

- 2.1 Our **Privacy Policy** is available at <https://www.besmartcookie.co.uk/legal-policies>.

2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

3 Ordering services from us

3.1 Below, we set out how a legally binding contract between you and us is made.

3.2 You place an order on our site by clicking join and entering your details to confirm your intention to join one, or more, of our online educational courses. Please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.

3.3 When you place your order at the end of the online checkout process (when you click on the *'buy now' button*) we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted by us.

3.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:

3.4.1 we cannot carry out the services (this may be because, for example, we have a shortage of staff);

3.4.2 we cannot authorise your payment;

3.4.3 you are not allowed to buy the services from us;

3.4.4 we are not allowed to sell the services to you; or

3.4.5 there has been a mistake on the pricing or description of the services.

3.5 We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:

3.5.1 a legally binding contract will be in place between you and us; and

3.5.2 we will provide the services as agreed during the online checkout process.

3.6 If you are under the age of 16 you may only buy services from the site with the permission of your legal guardian or parent.

4 Right to cancel

- 4.1 You have the right to cancel this contract within 14 days, subject to this clause 4, without giving any reason.
- 4.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 4.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email) using the contact details at the top of this page.
- 4.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

5 Effects of cancellation

- 5.1 If you cancel this contract, we will reimburse the fee that you have paid unless your cancellation request is not in line with clause 4 of these terms.
- 5.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 5.3 We will make the reimbursement using the same means of payment as you used for the initial transaction.

6 Timing of the educational course

- 6.1 We endeavour to carry out the educational course during the time stated during the online checkout process and as set out in the Confirmation Email.
- 6.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed.

7 Payment

- 7.1 We accept a range of payment options which will be displayed on our website during payment stage. We do not accept cash or cheques.

- 7.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 7.3 Your credit card or debit card will be charged once you complete the payment method on our website.
- 7.4 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate.

8 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

9 Limitation on our liability

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

9.1.1 losses that were not foreseeable to you and us when the contract was formed;

9.1.2 losses that were not caused by any breach on our part;

9.1.3 business losses; or

9.1.4 losses to non-consumers.

10 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

11 Disputes

11.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

- 11.2 If a dispute cannot be resolved in accordance with our Complaint Handling Policy or you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court.
- 11.3 If you do not wish to use ADR, you can still bring court proceedings.
- 11.4 The laws of England and Wales apply to this contract and any dispute will be subject to the exclusive jurisdiction of the courts of England and Wales.