

## **TERMS & CONDITIONS OF SALE**

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) or services (Services) listed on our website [www.grahamshaw.net](http://www.grahamshaw.net) (our site) to you whether you purchase online or by telephone or email.

Please read these terms and conditions carefully before ordering any Products or Services from our site. You should understand that by ordering any of our Products or Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please acknowledge your acceptance of these terms and conditions by clicking on the box above if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

### **1. Information About Us**

1.1 [www.grahamshaw.net](http://www.grahamshaw.net) is a site operated by Vision Learning & Development Ltd (**we**). We are registered in England and Wales under company number 4143269 and with our registered office at Hillbrow House, Hillbrow Road, Esher, Surrey, KT10 9NW. Our main trading address is 28, Clarence Road, Walton-on-Thames, Surrey KT12 5JU. Our VAT number is 664 2016 55.

### **2. Service Availability**

For purchasing purposes, our site is only intended for use by people resident in the Serviced Countries; United Kingdom and USA. We do not accept website orders [for Products] from individuals outside those countries. For orders from outside those countries please contact us by email at [sales@grahamshaw.net](mailto:sales@grahamshaw.net).

### **3. Your Status**

By placing an order through our site, you warrant that:

3.1.1 You are legally capable of entering into binding contracts;

3.1.2 You are at least 18 years old;

3.1.3 You are resident in one of the Serviced Countries; and

3.1.4 You are accessing our site from that country.

### **4. How The Contract Is Formed Between You And Us**

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product or Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you in the case of Products by sending you an e-mail that confirms that the Product has been dispatched (the **Dispatch Confirmation**) and in the case of Services by sending an e-mail entitled Acceptance Confirmation in the subject header. The contract between us for the sale of Products and Services (**Contract**) will only be formed when we send you the Dispatch Confirmation or Acceptance Confirmation.

4.2 The Contract will relate only to those Products or Services whose dispatch we have confirmed in the Dispatch Confirmation or Acceptance Confirmation.

### **5. Consumer Rights**

5.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, in the case of Products beginning on the day after you received the Products but provided only that in the case of CDs you do not remove the sealed packaging, and in the case of Services, at any time within

seven working days beginning with the day the contract for Services is concluded. In this case, you will receive a full refund of the price paid for the Products or Services in accordance with our refunds policy (set out in paragraph 10 below). An exception to this is where the Contract is for the provision of a course which is scheduled to commence before the expiry of the cancellation period – in that case you hereby agree that we may deliver our Services to you on that basis and that you will have no rights of cancellation under this section.

## **6. Availability And Delivery**

Your order of Products will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

## **7. Risk And Title**

7.1 The Products will be at your risk from the time of delivery.

7.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## **8. Licence**

8.1 In the case of Software supplied;

8.1.1 **use** of the Software shall be non exclusive and restricted to use of the Software in object code form.

8.1.2 **use** of the Software shall be restricted to use in the case of consumers to one specific household and in the case of business use each copy may be used by one specific identifiable individual who's name you agree to supply to us if we request it and in all cases on a stand alone basis, and the Software may not be networked or made available for shared or public use whether via intranet or otherwise.

8.1.3 you may not use the Software other than as specified without our prior written consent and you acknowledge that additional fees may be payable on any change of use approved by us;

8.1.4 you have no right to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent expressly permitted by law.

8.1.5 you have no right to sub-license or to assign the licence in respect of use of the Software.

## **9. Intellectual Property**

9.1 Copyright and all other intellectual property rights in the documentation, drawings and methodology used by Graham Shaw and supplied or demonstrated by him belong to Graham Shaw – Vision Learning & Development Ltd and Graham Shaw hereby asserts his right to be attributed as the author of such documentation, drawings and methodology. Customers may use the documentation, drawings and methodology as an incidental tool in the performance of their work, but this does not permit or qualify anyone to teach or demonstrate the methodology of cartoon drawings to anyone else or to copy or use the documentation, drawings or methodology for any commercial gain, without prior written consent.

## **10. Price And Payment**

10.1 The price of any Products or Services, including the cost of late cancellation by you in the case of Services, (but subject to clause 5 above) will be as quoted on our site from time to time, except in cases of obvious error.

10.2 Prices exclude delivery costs, which will be added to the total amount due as set out in our . information about delivery.

- 10.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation or Acceptance Confirmation.
- 10.4 We are under no obligation to provide the Product or Service to you at an incorrect (lower) price, even after we have sent you a Dispatch Confirmation or Acceptance Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 10.5 Payment for all Products or Services may be by credit or debit card or by cheque. We accept payment with most major credit and debit cards. We will not despatch Products until cheques are cleared.

## **11. Our Refunds Policy and Cancellation Right for Services**

- 11.1 When you return a Product to us (for instance, because you have cancelled the Contract between us), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we received your cancellation or the day we confirmed to you via e-mail that you were entitled to a refund for delivery of the defective Product.
- 11.2 Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the reasonable cost incurred by you in returning the item to us.
- 11.3 Products returned by you within the seven-day cooling-off period (see paragraph 5.1 above) will be refunded in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.
- 11.4 We reserve the right to cancel Services pre-booked in our discretion, and in which case we will refund any payment of the applicable price in full.

## **12. Our Liability**

- 12.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and that all Services will be supplied with reasonable skill and care.
- 12.2 Our liability in connection with any Product or Service purchased through our site is strictly limited to the purchase price of that Product or Service.
- 12.3 This does not include or limit in any way our liability:
- 12.3.1 For death or personal injury caused by our negligence;
  - 12.3.2 Under section 2(3) of the Consumer Protection Act 1987;
  - 12.3.3 For fraud or fraudulent misrepresentation; or
  - 12.3.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 12.4 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

## **13. Import Duty**

- 13.1 [If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

- 13.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.]

#### **14. Written Communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### **15. Notices**

All notices given by you to us including any complaints must be given to Vision Learning and Development Ltd at 28 Clarence Road, Walton-on-Thames, Surrey KT12 5JU or [sales@visionlearning.co.uk](mailto:sales@visionlearning.co.uk). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 14. Notice 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.

#### **16. Transfer Of Rights And Obligations**

- 16.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 16.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 16.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### **17. Events Outside Our Control**

- 17.1 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 events outside our reasonable control (**Force Majeure Event**).
- 17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 17.2.1 Strikes, lock-outs or other industrial action.
  - 17.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - 17.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - 17.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - 17.2.5 Impossibility of the use of public or private telecommunications networks.
  - 17.2.6 The acts, decrees, legislation, regulations or restrictions of any government.
- 17.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **18. Waiver**

- 18.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 18.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 18.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **19. Severability**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **20. Entire Agreement**

- 20.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 20.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 20.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## **21. Our Right To Vary These Terms And Conditions**

- 21.1 We have the right to revise and amend these terms and conditions from time to time.
- 21.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **22. Law And Jurisdiction**

Contracts for the purchase of Products through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.