

Alison Victoria School of Sewing Terms and Conditions

These terms and conditions regulate the business relationship between you and us. By using Our Web Site in any way, or by buying from us, you agree to be bound by them.

We are: Alison Victoria Ltd
Our address is: 71 Market Street,
Ashby-de-la-Zouch,
Leicestershire.
LE65 1AH.

You are: visitor to Our Web Site / our customer

The terms and conditions

1 Definitions

In this agreement:

- “Our Web Site” means the entire computing hardware and software installation that is or supports Our Web Site www.schoolofsewing.co.uk.
- “Course” means any of the Courses or workshops we offer for booking on our web site
- “Content” means information in any form published on Our Web Site by us or any third party with our consent.

2 Our contract with you

- 2.1 These terms and conditions apply:
- 2.1.1 so far as the context allows, to you as a visitor to Our Web Site; and
 - 2.1.2 in any event to you as a buyer or prospective buyer of our Goods.
- 2.2 Courses advertised may be full or not available.
- 2.3 We shall accept your booking by confirmation through the post. Our letter will also confirm details of your booking and tell you details of the booked course. That is when our contract is made. It is possible that the price may have increased from that posted on our web site.
- 2.4 We may change these terms from time to time. The terms that apply to you are those posted here on Our Web Site on the day you order Goods.
- 2.5 If the Course you book is no longer available or full, we will inform you of any alternative dates. If this happens you may:
- 2.5.1 accept the alternatives date;
 - 2.5.2 cancel your order.

- 2.6 If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 30 days from the date of your order.

3 Price and Payment

- 3.1 All workshops must be paid for in full prior to the workshop. Payment can be made by cash, cheque (please allow 10 days for the cheque to clear) or credit/debit cards.
- 3.2 If a deposit only is paid on a workshop this MUST be paid by a credit/debit card that is valid on the date of the workshop. NO deposits will be refunded. The card will be debited for the workshop balance on approx 15th of the month prior to the workshop. There will be £5.00 surcharge on the balance for the additional administration costs. Cheques and cash are not acceptable as a deposit.
- 3.3 You will pay all sums due to us under these terms by the means specified without any set-off, deduction or counterclaim.

4 Information you give us

- 4.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the service.

5 Taxes, duties and import restrictions

- 5.1 We have no knowledge of, and no responsibility for, the laws in your country of residence.

6 Cancellations

Because you are booking the Course by mail order, you may have a right of cancellation. If you do, (and only if you do), these are the terms which apply:

- 6.1 Bookings once made are non transferable;
- 6.2 Refunds for cancellations will only be given on workshops that have been paid for in full;
- 6.3 Refunds for cancellations will be issued on the following basis:
- 6.3.1 with 28 days or more notice before date of workshop a refund of £55.00 per day;
 - 6.3.2 with 27-14 days notice before date of workshop a refund of £40.00 per day;
 - 6.3.3 Less than 14 days notice before date of workshop you will not receive a refund;

- 6.4 After we have received the notice, if you qualify for a refund we will credit your credit or debit card with the refund you qualify for no later than 30 days from the date of notice;

7 Disclaimers

- 7.1 We or our Content suppliers may make improvements or changes to Our Web Site, the Content, or to any of the Courses, tutors, vary or cancel a Course, at any time and without advance notice.
- 7.2 You are advised that Content may include technical inaccuracies or typographical errors.
- 7.3 We give no warranty and make no representation, express or implied, as to:
- 7.3.1 the adequacy or appropriateness of the Courses for your purpose.
 - 7.3.2 the truth of any information given on Our Web Site;
 - 7.3.3 compatibility of Our Web Site with your equipment software or telecommunications connection.
 - 7.3.4 compliance with any law;
 - 7.3.5 non-infringement of any right.
- 7.4 Our Web Site contains links to other Internet web sites. We have neither power nor control over any such web site. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked web site, nor for any loss or damage arising from your use of any such web site.
- 7.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Web Site.
- 7.6 In any claim against us our liability is limited to the value of the Course you booked in the contract which is the subject of the dispute.

8 Content and Intellectual Property Rights

- 8.1 Title, ownership rights, and intellectual property rights in the Content whether provided by us or by any other Content provider shall remain the sole property of us and / or the other Content provider. We will strongly protect its rights in all countries.
- 8.2 You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as is expressly permitted in this agreement.
- 8.3 You may download or copy the Content only for your own personal use, provided that you maintain all copyright and other notices contained in such Content. You may not store electronically any significant portion of any Content.

9 System Security

- 9.1 You agree that you will not, and will not allow any other person to, violate or attempt to violate any aspect of the security of the Installation;
- 9.2 you agree that you will in no way modify, reverse engineer, disassemble, decompile, copy, or cause damage or unintended effect to any portion of Our Web Site, or any software used on Our Web Site, and that you will not permit any other person to do so.
- 9.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.
- 9.4 Examples of violations are:
 - 9.4.1 accessing data unlawfully or without consent;
 - 9.4.2 attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
 - 9.4.3 attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing";
 - 9.4.4 forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
 - 9.4.5 taking any action in order to obtain Goods to which you are not entitled.
- 9.5 You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of:
 - 9.5.1 any violation of system security as set out above;
 - 9.5.2 your use of Our Web Site;
 - 9.5.3 any other breach or violation of this agreement by you;
 - 9.5.4 the infringement by you, or by any other user of your computer, of any intellectual property or other right of any person or entity, or as a result of any threatening, libellous, obscene, harassing or offensive material contained in any of your communications.

10 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

11 Contractual Limitation

Where we provide Courses without specific charge, then it (or they) is deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of any such goods.

12 Rights of third parties

Nothing in this agreement or on our web site shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

13 Severability

If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

14 No Waiver

No waiver by us, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

15 Dispute Resolution

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

16 Force majeure

We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

17 Governing Law

This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.