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## TERMS OF SALE

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### BACKGROUND:

These Terms of Sale set out the terms under which Content, accessed as one-off purchases, is sold by Us to business customers through this website, [www.psych-va.co.uk](http://www.psych-va.co.uk) (“Our Site”). Please read these Terms of Sale carefully and ensure that you understand them before purchasing Content. You will be required to read and accept these Terms of Sale when ordering Content. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase Content and You will not be permitted to access Content through Our Site.

### 1. Definitions and Interpretation

In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Content”</b>	means the digital content sold by Us through Our Site;
<b>“Contract”</b>	means a contract for the purchase of Content to access Content, as explained in Clause 6;
<b>“Data Protection Legislation”</b>	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your purchase of a one-off piece of Content;
<b>“We/Us/Our”</b>	Means a company registered in England under 14125008, whose registered address is 73 Duke Street, Darlington, Co Durham, DL3 7SD and whose main trading address is 73 Duke Street, Darlington, Co Durham, DL3 7SD.

### 2. Information About Us

- 2.1 Our Site is owned and operated by Psych VA Ltd a limited company registered in England 14125008 under whose registered address is 73 Duke Street, Darlington, Co Durham, DL3 7SD and whose main trading address is 73 Duke Street, Darlington, Co Durham, DL3 7SD. Our VAT number is 441422235.
- 2.2 You can contact us at [anna@psych-va.co.uk](mailto:anna@psych-va.co.uk)



### **3. Access to and Use of Our Site**

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to Our Website Terms & Conditions [Website Terms & Conditions](#). Please ensure that you have read them carefully and that you understand them.

### **4. Business Customers**

- 4.1 These Terms of Sale apply to business customers only. These Terms of Sale do not apply to individual consumers purchasing Content for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession).
- 4.2 These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Content from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

### **5. Content and Pricing**

- 5.1 The details of the Content and its corresponding price will be set out on the relevant page of Our Site.
- 5.2 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.3 regarding VAT, however).
- 5.3 Prices on Our Site are shown exclusive of and inclusive of VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

### **6. Orders – How Contracts Are Formed**

- 6.1 Our Site will guide you through the process of purchasing Content. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Content that results from you providing incorrect or incomplete information.



- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase Content constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a confirmation by email. Only once We have sent you a confirmation email will there be a legally binding Contract between Us and you.
- 6.4 Order confirmations shall contain the following information:
  - 6.4.1 Confirmation of the Content ordered including full details of the main characteristics of the Content available as part of it; and
  - 6.4.2 Fully itemised pricing for your Content including, where appropriate, taxes, and other additional charges.
- 6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you.
- 6.6 Any refunds due under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Content.

## **7. Provision of Content**

- 7.1 Content will be available to you as stated in the information that We provide about it before You place Your Order either (a) if it is a livestream item, the time and date when it is scheduled to be available and to start; or (b) if it is a pre-recorded or other non-streamed item, the period within which it is or will be available for access.
- 7.2 If an item of Content is a livestream item, We will use reasonable endeavours to make it available and start it at the time it is scheduled to start, but the start may be delayed either by overrun of a previous livestream item available to You and/or others or by other circumstances. We will not be liable for any such delay.
- 7.3 We may provide you with a user name and password for accessing the Content. Where we do so, you undertake to keep the user name and password safe and confidential, and they must not be disclosed to any other person. You must notify us immediately in the event of any unauthorised use of your Content or in the event that your user name, password or account is used by any other person.

## **8. Payment**

- 8.1 Payment for Content must always be made in advance. Your chosen payment method will be charged when We process your order and send you an Order confirmation.
- 8.2 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 8.3 We accept the following methods of payment on Our Site:
  - 8.3.1 Electronic payment using Stripe
- 8.4 If you believe that We have charged you an incorrect amount, please contact Us at [anna@psych-va.co.uk](mailto:anna@psych-va.co.uk) as soon as reasonably possible to let Us know.



## 9 Licence

- 9.1 When you purchase access to Our Content, We will grant you a limited, perpetual non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Content for commercial purposes. The licence granted to you does not give you any rights in Our Content (including any material that We may licence from third parties).
- 9.2 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'). This includes a prohibition on making any visual or audio recordings of the Content.
- 9.3 You may not use any two way livestream facility which is part of the Content to communicate or make accessible to any other person (other than any member of Your staff) accessing or participating in that item or event anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of that item of event.
- 9.4 In the event that we record any of the Content at which you are attending, You grant us full permission to use your image and voice in any such recordings without payment or any further need for consent.
- 9.5 The terms of this clause 9 shall survive the termination of the Contract.

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### Our Liability

- 10.1 Subject to sub-Clause 10.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 10.2 Subject to sub-Clause 10.3, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sums paid by you under the contract in question.
- 10.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.
- 10.4 **Disclaimer:** None of our Content constitutes advice on which you should rely. It is provided for informational and educational purposes only. We do not make any representation or warranties with respect to the accuracy, applicability, fitness or completeness of any of our Content. The information in the Content represents the views and opinions of the original creators of such Content and does not necessarily represent the views or opinions of Us. We disclaim any and all liability to you for any direct, indirect, implied, punitive, special, incidental or other consequential damages arising directly or indirectly from any use of the Content, which is provided as is and without warranties.



## 11 Communication and Contact Details

- 11.1 If you wish to contact Us with general questions or complaints, you may contact Us by email at [anna@psych-va.co.uk](mailto:anna@psych-va.co.uk).
- 11.2 For matters relating to the Content, please contact Us by telephone at 01325 377774, by email at [anna@psych-va.co.uk](mailto:anna@psych-va.co.uk).

## 12 How We Use Your Personal Information (Data Protection)

- 12.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your data privacy rights.
- 13 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy [Privacy & Cookie Policy](#) Other Important Terms.
- 13.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
  - 13.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
  - 13.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
  - 13.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
  - 13.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
  - 13.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale, We will give you reasonable advance notice of the changes.

## 14 Law and Jurisdiction

- 14.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 14.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.