

Online Courses: Terms and Conditions

Course booking and fees:

- 1. Courses and events must be booked in the name of the Participant through the online booking forms on the Autism Wellbeing CIC website (www.autismwellbeing.org.uk) using an email address that is unique to them.
- 2. By booking a Course, Participants are deemed to have accepted these Terms and Conditions.
- 3. After booking a Course, you will receive an email from Autism Wellbeing CIC acknowledging that we have received and accepted your booking. (Please check your spam folder for the email.)
- 4. Payment of fees by a person or organisation other than the Participant does not constitute a contract for the provision of a Course between such person or organisation and Autism Wellbeing CIC. The contract is between the Participant and Autism Wellbeing CIC.
- 5. All payments must be made in GB Pounds Sterling at the time of booking. Any currency conversion costs or other charges incurred in making the payment or in processing a refund shall be borne by the Participant or the third-party making payment.
- 6. Autism Wellbeing CIC is not VAT registered.
- 7. You have the right to cancel any contract for the provision of a place on a Course at any time within 14 days, beginning on and including the day you receive the acknowledgement email.
- 8. To cancel a booked course please contact roriefultonaw@gmail.com or use the Autism Wellbeing CIC website contact form.
- 9. Autism Wellbeing CIC will make all reasonable efforts to deliver the Course as outlined on the website and in any brochure. However, Autism Wellbeing CIC reserve the right to: make reasonable adjustment to the timetable, location or presenters specified for a Course; and make reasonable amendments to the content and syllabus of a Course when necessary.
- 10. Autism Wellbeing CIC reserve the right to cancel any Course by giving you notice in writing at any time before the Course is due to start. We will refund all fees paid by you and will endeavour to offer a transfer to another Course as an alternative, subject to payment or refund of any difference in purchase price.
- 11. Autism Wellbeing CIC's maximum liability will be limited to a refund of received fees for the cancelled Course.
- 12. For partial cancellation of a Course, such refunds will be made on a pro rata basis. Autism Wellbeing CIC will not accept liability for any costs or losses incurred by Participants or organisations which are claimed to have arisen through Course cancellation, other than for those stated here.
- 13. Cancellation charges for online courses depend on when we receive your written/emailed cancellation notice:
 - For bookings cancelled before the course start date but after the 14-day cooling off period, we will refund 100% of course fees less an administration fee of £25.
 - For bookings cancelled after the course start date, no refund will be made.
- 14. You may transfer your booking to an alternative course if your circumstances change, subject to availability and a £10 admin charge. If the new Course fee is higher, you will be required to pay the difference.

Limitation of Liability:

- 15. Whilst Autism Wellbeing CIC take all reasonable care and skill when producing course content, Autism Wellbeing CIC is unable to guarantee and makes no representation or warranty that information and materials contained on or available via this website shall continue to be accurate or that they will be suitable for the Participant's particular needs.
- 16. To the extent permitted by law, all such representations and warranties whether expressed or implied are excluded.
- 17. Participants confirm that they will not rely on any such information and acknowledge that they must seek specialist and professional advice before taking any action relating to using course content within their practice or personal situations.
- 18. Autism Wellbeing CIC may make improvements or alterations to the courses and information provided on or via this website from time to time.
- 19. Autism Wellbeing CIC is unable to guarantee that the use of online courses will deliver any specific outcome for the Participants.
- 20. Autism Wellbeing CIC accept no liability for any loss or damage howsoever arising, whether direct or indirect, special or consequential, which may be suffered by any person in accessing, downloading, using or relying on any information or course materials contained in this website.
- 21. Autism Wellbeing CIC's liability in contract, tort (including negligence) or otherwise in relation to these terms and conditions is limited to the total fee you have paid for the course.
- 22. However, nothing in these terms and conditions shall restrict or exclude our liability for death or personal injury resulting from our negligence or our liability for fraudulent misrepresentation or liability which we are otherwise not permitted by law to exclude or restrict.

Viruses etc:

- 23. Autism Wellbeing exercises all reasonable skill and care to ensure that the online course content is free from viruses and other malware. Autism Wellbeing does not guarantee that:
 - use of this website to access or download course content will be compatible with all hardware and software;
 - use of this website to view or access online course content will be uninterrupted or error or virus free: or that
 - defects will be corrected (save for those defects which Autism Wellbeing is obliged to correct by law); and it is the Participant's responsibility to ensure that it has in place suitable firewalls and cyber-security measures to minimise or remove the risk from viruses, malware and the like.
- 24. To the extent permitted by law, Autism Wellbeing does not accept any liability (whether in contract, tort, negligence or otherwise) for any external compromises of security and/or of confidentiality in relation to transmissions sent by email.

Privacy:

- 25. Your personal information will be held and used in accordance with the General Data Protection Regulation ("GDPR").
- 26. Autism Wellbeing's Data Protection Policy can be requested by email: roriefultonaw@gmail.com

Intellectual property:

- 27. The copyright and all other intellectual property rights (including but not limited to database rights, trade marks, design rights and domain names in all cases whether registered or not) in all Autism Wellbeing CIC's materials (including without limitation, designs, texts, pictures, graphics, logos, images and the selection and arrangement of them) and all course materials belong to us or our licensors (whether marked as such or not). All rights are reserved.
- 28. Whilst you may print extracts or download them from the website for your personal use you may not otherwise download, copy, reproduce, translate, redistribute, republish, transmit, adapt, alter, create derivative works from or otherwise extract or reutilise any material contained on or available via the website for commercial purposes without our prior written permission.

Accessibility:

29. Autism Wellbeing CIC is committed to providing a website, training courses and events that are accessible to the widest possible audience. We are actively working to increase the accessibility and usability of our services. Upon booking, please inform us of any additional needs you may have so that we discuss how to accommodate them.

Variations:

30. Autism Wellbeing CIC reserves the right to vary these Terms and Conditions from time to time and the current version will be that published on this website.

These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation (although we retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or in any other relevant country).