

# **Terms & Conditions – Edinburgh Parent Centre Privacy Policy**

Version 1.0 - Last updated 18/02/2014

The privacy of our website users is important to us and we take care to safeguard it. This policy explains how we use such personal information as we may hold about you.

## **IMPORTANT INFORMATION Queries**

If you have any queries concerning your personal information or any questions on our use of your information, please contact us at [info@edinburghparentcentre.com](mailto:info@edinburghparentcentre.com)

## **Changes**

Our privacy policy is regularly reviewed to make sure that we continue to serve your privacy interests. We reserve the right to modify or otherwise update this privacy policy and these changes will be posted on our website. We encourage you to visit this page from time to time to ensure that you are aware of any changes we may have made.

## **Other important legal information**

For information about using this website, please read our Website Terms Of Use. For further information about purchasing goods, places on our courses or other services from us, please also read our Course Terms and Conditions.

## **WHO WE ARE Us**

In this Privacy Policy references to "we", "our" and "us" are to Frances Byatt-Smith, trading as 'Edinburgh Parent Centre'.

For more information about Frances, please see About Us Page.

## **WHAT INFORMATION WE COLLECT AND HOW Information volunteered by you**

The information we collect via this website may include any personal details you type in and submit (such as your name, address, email address, etc.) and the contents of any correspondence you send to us.

If you apply for any of our goods, places on our courses or other services, we may also obtain information about you from third parties which you agree we may contact.

## **IP addresses**

The information we collect via this website may also include your IP address (this is your computer's individual identification number that is assigned to your computer when connected to the Internet) which is automatically logged by our web server. This information is collected by our website host in the United Kingdom.

## **Cookies**

In order to save you re-entering information, this website collects data which allows us to recognise you, your preferences and how you use this website. This information is collected by 'session cookies' and 'persistent cookies'. Cookies are small strings of data stored in your device's temporary memory when you navigate around our website. Session cookies are deleted when you close your browser but persistent cookies are not. Our cookies do not store your email address or other personal information.

## **WHAT WE DO WITH YOUR INFORMATION**

### **Keeping you informed**

You do not have to give us any personal information in order to use most of this website. However, any information which you choose to give us via this website may be used by us for marketing our goods, places on our courses, our other services and events.

Occasionally we may send you information from time to time which we believe may be of interest to you, such as details of our products, courses or other services; news updates; and invitations to our events. It is possible that these messages may contain input from other companies or organisations with whom we are dealing.

### **Statistical analysis**

The IP addresses logged by our website server may be used by us to perform technical diagnosis of our website's performance on a statistical basis and to analyse traffic data (so as to gauge interest in our website).

### **Transfer outside the European Economic Area**

To provide you with the services you ask for, we and our services providers may share your information with organisations outside the European Economic Area (which currently includes the European Union, Iceland, Liechtenstein and Norway). We will not do this unless we are satisfied that your information will be processed as securely as if we were processing it ourselves.

### **Law enforcement**

We reserve the right to cooperate with law enforcement officials in the investigation of alleged unlawful activities of our website users or relating to our website users. We will have no legal liability for such disclosures of your personal information.

Unless we suspect fraud, we do not use your IP address to identify you personally.

### **Other sharing of information**

We may share personal information about you with: our agents and data processors who provide a service to us and you; and any person, business or other organisation (and their advisers) who might take over our rights or responsibilities under our agreement with you to allow them to prepare for taking these over (after that, we may also allow that person or business to use and share your information on the same basis as us).

We will not pass your information to anyone outside Edinburgh Parent Centre other than for the purposes described above, unless: we have your permission; we have to do so or are allowed to do so by law; we have a duty to the public to reveal the information; or our interests mean we must give the information (for example, to prevent fraud.)

### **Other websites**

This Privacy Policy only covers personal data collected via this website. While we carefully select the websites to which we link, we are not responsible for the privacy practices or the content of these websites.

## **YOUR RIGHTS**

### **Access**

You also have the right to request a copy of certain personal information we hold about you. To do this, simply write to us at The Edinburgh Parent Centre, 28 Kirk Brae, Edinburgh EH16 6HH, enclosing a cheque for £10 payable to Frances Byatt-Smith to cover our administration costs.

### **Direct marketing**

Occasionally, we may want to tell you about Edinburgh Parent Centre courses, products and events which may be of interest to you. You have a right to stop us contacting you for this purpose. You may email [info@edinburghparentcentre.com](mailto:info@edinburghparentcentre.com) or write to us at Edinburgh Parent Centre, 28 Kirk Brae, Edinburgh EH16 6HH at any time in the future if you want us to stop. However, choosing not to receive this information from us will mean that you may not receive details about any of our special offers and promotions.

### **Rejecting cookies**

For information about cookies (including how to set your browser to reject cookies) please visit the website set up by the Interactive Advertising Bureau (Europe) at <http://www.allaboutcookies.org>.

### **Updating & correcting**

To provide the highest level of customer service we need accurate customer information. You can help by informing us whenever your circumstances change.

You can ask us to update or delete incorrect personal information about you by emailing [info@edinburghparentcentre.com](mailto:info@edinburghparentcentre.com) or by writing to Edinburgh Parent Centre, 28 Kirk Brae, Edinburgh EH16 6HH. However, please note that we may need to keep some personal data in order to carry out any services or provide any goods you may request in the future.

### **More information**

Detailed information about your rights under UK Data Protection legislation can be found on the website of the United Kingdom Information Commissioner, which is (as at the date of this privacy policy) <http://www.ico.gov.uk>. The telephone number of the Information Commissioner's Office is 01625 545 700 (or (44) 1625 545 700 if phoning from outside the United Kingdom.)

## **COURSE TERMS AND CONDITIONS**

Version 1.0 - Last updated 18/02/2014

### **WARNING**

This website is operated by Frances Byatt-Smith, trading as Edinburgh Parent Centre' (referred to as "we" / "our" / "us"). As a user of this website (referred to as "you" / "your") you should ensure that you read and understand these Course Terms and Conditions before ordering any goods, places on our courses or other services via our website.

If you are uncertain as to your rights under these Course Terms and Conditions or you want any explanation about them please contact us at the address and telephone number set out at the end of these Course Terms and Conditions.

## **IMPORTANT INFORMATION**

### **Contract terms**

It is our intention that the terms of the contract between us and you are all contained in:- these Course Terms and Conditions; our Website Terms Of Use; our Privacy Policy.

We intend that the terms of our contract will also include any special agreed terms that have been subsequently discussed, confirmed and agreed in writing between you and us.

If goods or services ordered via this website are being provided by a third party, that third party's own terms and conditions may also apply to your order. We shall inform you at the time you place your order if third party terms and conditions apply and we shall also make a copy of these terms and conditions available to you at this time.

## **Changes to these terms and conditions**

We reserve the right in our sole discretion to modify, alter or otherwise update these terms and conditions and the content of our web pages (including details of prices, products, courses and other services, and offers) at any time.

You will be asked to read and accept the terms and conditions each time you place an order, to ensure that you are familiar with the most current ones.

## **ORDER PROCESS**

### **Who is permitted to submit offers**

You are only permitted to use this website to submit an offer to buy goods, places on our courses or other services if you are aged 16 years or older.

### **Your offer to purchase goods / services**

Nothing on this website is intended to mean that we are making a legally binding offer to you to provide goods, places on our courses or other services: instead, we are inviting you to make a legally binding offer to us to purchase goods, places on our courses or other services.

Offers can be submitted by completing the online order form on our website and clicking on the SUBMIT ORDER  button.

### **Acknowledgement of your offer**

Once you have submitted your offer to us, you should be presented with a confirmation webpage which sets out the final details of your offer.

We shall also endeavour to confirm the details of your offer by email within 24 hours. Please note that although this email constitutes notification of receipt of your offer, it does not constitute our acceptance of your offer.

### **Acceptance of your offer & formation of our contract**

Unless specifically accepted by us as set out below, we will not be bound by any offers submitted by you via this website.

Our contract with you is formed only when we have accepted your order by:- delivering the goods or providing the services you have offered to purchase (in which case the date of formation of the contract is the date on which we attempt to deliver the goods or perform the services); or if earlier, sending you notice of our acceptance by email or by post (in which case the date of formation of our contract is the date shown on that notice of acceptance).< /p> All contracts shall be concluded in the English language.

### **Rejection of your offer**

It is entirely at our discretion to accept or reject any offer submitted by you. Our acceptance of such offers is always subject to authorisation of your payment card (or receipt of payment in cleared funds), availability of stock at the stated price and confirmation that you have read and accepted these terms and conditions by clicking on the 'I ACCEPT' button.

If for whatever reason we are unable to accept your order, we shall endeavour to notify you of this promptly and shall provide a full refund of any prepayments made.

## **DELIVERY OF GOODS / PERFORMANCE OF SERVICES**

### **Address**

Goods ordered via this website can only be delivered to addresses in the UK (and such other territories as may be specifically detailed in our website), being the address provided by you in your offer to purchase goods or services from us. Courses and other services can only be delivered at the venues specified on our website.

All goods must be signed for on delivery, the signatory being either you or another person authorised by you who is aged 16 years or over.

### **Date**

If we accept your offer to purchase goods, places on our courses or other services from us, we shall use reasonable endeavours to deliver the goods or provide the services you have ordered:- within thirty (30) days after we receive your offer; or if we agree an alternative date with you, by that date (provided that the alternative date is not merely declared to be an estimate).

We can only deliver goods to you during normal working hours, on normal working days Monday to Friday (excluding public holidays). We are unable to specify the exact time or period in the day at which the goods will be delivered to you.

### **Delay**

If we anticipate any delay in delivery or performance, we shall endeavour to notify you of such delay as soon as possible.

If we cannot supply you with the goods, places on our courses or other services you have ordered within thirty (30) days after we receive your offer (or by any alternative date we have agreed with you), we shall endeavour to inform you accordingly and you shall have the option of either:- accepting a later delivery/performance date which we propose to you; or cancelling your contract with us (or, as appropriate, cancelling your offer) and accepting a refund of any prepayments which you have made.

If we are unable to contact you (or are otherwise unable to ascertain your preference in relation to the above two options) within seven (7) days after the expected delivery date our contract with you shall be treated as cancelled in full.

### **Failure to accept goods**

If delivery of goods ordered by you is not accepted within two weeks of our first attempt to deliver the goods to any specified address, we reserve the right to charge you for any consequential storage costs reasonably incurred by us.

## **PAYMENT**

### **Payment methods**

All payments must be made in UK pounds Sterling (and we reserve the right to make any refunds in UK pounds Sterling.) Our receipt of cleared funds sent by you does not constitute our acceptance of your order.

Payment for goods, places on our courses or other services ordered is processed using the services of Paypal. Payment may be made by any of the methods below and will be debited when we accept your offer, or when we deliver the goods or perform the services ordered by you, whichever is earlier:- Visa/Delta/Electron Mastercard/Eurocard American Express Switch / Maestro Solo

We will tell you if your payment details cannot be authorised for any reason and may invite you to pay by another method.

## **Price**

All prices on this website are quoted in UK pounds Sterling and include VAT where applicable.

## **Delivery charge**

In addition to the price of goods, delivery charges may be payable by you. The delivery charge will be that shown on the order form section of our website at the time you place your order. A greater charge is applicable to delivery outwith the UK: this should be detailed on our website but should you have any queries, please do not hesitate to contact us.

## **VAT number**

Non applicable

## **ERRORS**

### **Errors made by us**

While we try to ensure that the descriptions, prices and delivery charges displayed on our website are correct, errors may occur. If, prior to delivery to you, we discover an error in relation to goods or services you have ordered, we will inform you as soon as possible and you will then have the option of either:- confirming your offer to purchase subject to the corrected description, price or delivery charge; or cancelling your offer to purchase and receiving a full refund of any prepayments.

If we are unable to contact you (or are otherwise unable to ascertain your preference in relation to the above two options) within seven (7) days after the expected delivery date our contract with you shall be treated as cancelled in full.

### **Errors made by you**

Information that you provide to us by using this website must be accurate and complete. Errors in your offer should be corrected prior to the conclusion of our contract. You can correct such error: - Prior to submitting your offer to us: by re-entering the relevant information in our online order form, using the BACK button where required; or After you have submitted your offer to us: by contacting us by post or by email, prior to acceptance by us of your offer. Our contact details can be found at the end of these Course Terms and Conditions.

## **CANCELLATION**

### **Our right to cancel**

The sale and supply of goods, places on our courses or other services are always subject to availability of stock, availability of staff and venues, and receipt of your payment in cash or in cleared funds, so:- In the event that we are reasonably unable to supply the goods, course or other services which you have ordered due to circumstances beyond our control, we will endeavour to inform you of this as soon as possible and our contract with you will, insofar as it relates to goods or services which we are unable to supply, be treated as cancelled. Any prepayment which you have made will be refunded to you in full. In the event that your payment is not authorised, we will endeavour to inform you of this as soon as possible and our contract with you will be treated as cancelled.

### **Your right to cancel**

You have a right to cancel your order for goods or services at any time before the expiry of the 'cooling-off period', which is a period of seven (7) working days after the date on which:- if your order was for goods, you receive the goods; or if your order was for services, our contract with you is formed (by us accepting your offer in accordance with the order process' explained above.)

## **Exceptions to your right to cancel**

You do not have a right to cancel your order:- after the end of the cooling-off period (unless the goods, courses or other services provided are faulty, defective or not in accordance with specification); or if your order is for a place on our courses or other services and you have agreed to performance of these services before the cooling-off period has ended; or if your order is for goods which are perishable or, by reason of their nature, cannot be returned; or if your order is for goods which have been specifically made to your specification, are clearly personalised or are otherwise unique (unless the goods or services provided are faulty or not in accordance with specification).

If, at our sole discretion, we allow you to return unwanted goods which conform to contract after the cooling-off period has ended, we reserve the right to charge you a handling fee based on any consequential costs we incur.

## **How to exercise your right to cancel**

If you wish to cancel your order, you must notify us (using the contact details provided at the end of these Course Terms and Conditions) by delivering the notice to us by hand, by post, or by email. If you have placed more than one current order, please specify clearly which order you wish to cancel.

## **Return of goods where your order is cancelled**

If you wish to exercise your right to cancel after the goods you have ordered have been delivered, you must arrange for return of the goods to us at your own cost within seven (7) working days from the date we receive notice of cancellation from you.

If you fail to return the goods to us within this time, you must, at our request, make the goods available for collection and we reserve the right to charge you the direct cost to us of recovering the goods.

## **Duty to take care of goods**

You are under a duty to take reasonable care of goods to be returned following cancellation by you. You will be liable for any loss or damage to the goods if you fail in this duty. Without limitation, this duty requires you to ensure that:- prior to being returned to us, the goods are carefully, safely and securely stored; goods being returned are packaged in a manner which is adequate for transit, taking into account the nature of the goods being returned and the distance which they are required to travel (please use the original protective packaging if still available: we will not provide additional packaging or boxes); and (unless we decide to exercise our right to recover the goods from you), the goods are correctly addressed, bear adequate postage and are transported using a reputable carrier so as to ensure that the goods are not lost or damaged in transit.

## **Refunds**

If your order is cancelled, we will refund to you any monies paid within thirty (30) days of notice of cancellation being given.

We reserve the right to deduct from the monies being refunded the direct cost to us of recovering the goods if you fail to return them to us within seven (7) working days from the date we receive notice of cancellation from you.

## **DEFECTIVE GOODS**

### **Rejecting defective goods**

If you wish to reject goods we have provided because you believe them to be faulty, not in accordance with specification, or damaged on delivery, you must inform us within a reasonable period of time and you must make the rejected goods available for collection by our courier at our request.

Where we have provided goods which were faulty, not in accordance with specification, or damaged on delivery, we are usually able to offer a repair (where reasonably possible), replacement or a refund.

If you reject goods which are in every respect what you ordered (being in accordance with specification, and not damaged on delivery) and you are not otherwise entitled to cancel your contract with us, we reserve the right to charge you the direct cost to us of collecting, testing, storing and redelivering the rejected goods.

## **Duty to take care of goods**

You are under a duty to take reasonable care of goods you are rejecting, irrespective of whether they are faulty, not in accordance with specification, or were damaged on delivery. You will be liable for any loss of damage to the goods if you fail in this duty. Without limitation, this duty requires you to ensure that:- prior to being returned to us, the goods are carefully, safely and securely stored; at the time they are made available for collection, the goods are packaged in a manner which is adequate for transit, taking into account the nature of the goods being returned and the distance which they are required to travel (please use the original protective packaging if still available: we will not provide additional packaging or boxes).

## **LIABILITY WARNING**

This section contains provisions which restrict the extent to which we are liable to you for any loss you may suffer in connection with use of our website and goods, our courses or other services ordered via this website.

By using this website to place an order for goods, places on our courses or other services, you also agree that you will be liable for any loss we (or certain people connected with us) suffer as a result of breach of these Course Terms and Conditions by you or by certain people connected with you.

Nothing in these Course Terms and Conditions is intended to restrict liability arising under our Website Terms Of Use.

## **Your and our liability**

Nothing in these Course Terms and Conditions is intended to exclude liability (if any) for personal injury or death resulting from our negligence, for fraud or for any matter which it would be illegal to exclude or to attempt to exclude.

You and we shall only be liable to each other under these Course Terms and Conditions for losses which are a reasonably foreseeable consequence of the relevant breach of contract.

Neither you nor we shall be liable to each other under these Course Terms and Conditions for any other loss or damage, subject to the paragraph above.

## **Circumstances beyond our control**

We shall be under no liability for any delay or failure to deliver goods or otherwise perform any obligation as specified in these Course Terms and Conditions if the same is wholly or partly caused, whether directly or indirectly, by circumstances beyond our reasonable control.

## **No implied warranties**

All warranties relating to goods, our courses or other services ordered via our website which are not expressly stated in these Course Terms and Conditions are hereby excluded to the fullest extent permitted by law.

## **Liability passed from us (and others) to you**

You agree that you shall be liable for any foreseeable and reasonable costs incurred by us in respect of any and all demands, liabilities, losses, costs and claims (including reasonable legal fees incurred in defending any action or otherwise) sustained or incurred by us, our agents, suppliers, customers, officers, or employees, and arising as a result of breach by you of these Course Terms and Conditions.

## **GENERAL Headings**

The headings are for convenience only and shall not affect the construction or interpretation of these Course Terms and Conditions.

## **Interpretation**

In these Course Terms and Conditions, unless the context otherwise requires:- the singular shall include the plural and vice versa; and words importing the whole shall be treated as including a reference to any part thereof.

## **Waiver**

Any waiver by either you or us of a breach of any provision of these Course Terms and Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision of these Course Terms and Conditions.

## **Our relationship with you**

You and we are, with respect to one another, independent parties. Nothing in these Website Course Terms and Conditions is intended to nor shall create any partnership, joint venture or agency.

## **Transfer of rights / obligations**

We shall be entitled to transfer, sub-licence and/or assign any of our rights and/or obligations under these Course Terms and Conditions. This will not affect your rights under these Course Terms and Conditions.

You may not transfer, sub-licence or assign any of your rights or obligations under these Course Terms and Conditions without our written consent.

## **Severability**

Every provision of these Course Terms and Conditions shall be construed separately, applying and surviving even if for any reason any of these provisions is held inapplicable or unenforceable in any circumstances.

## **Law & jurisdiction**

These Course Terms and Conditions shall be governed by and construed in accordance with Scots law and you agree to submit to the non-exclusive jurisdiction of the Scottish courts.

You are solely responsible for compliance with any applicable laws of the country from which you access our website.

## **CONTACTING US**

**Queries, comments and complaints**

**If there is anything in these terms and conditions which you do not understand or you have any other queries, comments or have a complaint, please contact us. Our contact details are as follows:-**

**Postal address: Edinburgh Parent Centre, 28 Kirk Brae, Edinburgh EH16 6HH**

**Email address: info@edinburghparentcentre.com**

**Telephone number: 0131 664 5388**

**We recommend that you print out a copy of these terms and conditions for your future reference.**

## **WEBSITE TERMS OF USE**

**Version 1.0 - Last updated 27/01/2014**

### **WARNING**

**Please read these terms and conditions carefully: if you do not agree to all of the following terms and conditions for use of this website, please leave this website immediately.**

### **IMPORTANT INFORMATION**

**Acceptance of these terms**

**The use of these World Wide Web pages of Frances Byatt-Smith, trading as 'Edinburgh Parent Centre' (referred to as "we" / "our" / "us") is subject to the terms and conditions set out below.**

**As a user of this website (referred to as "you" / "your"), your use will be deemed to constitute your acceptance of these terms and conditions.**

### **Changes**

**These Website Terms of Use contain the entire understanding between you and us in relation to use of our website and its content but we reserve the right in our sole discretion to modify, alter or otherwise update these terms and conditions and our web pages at any time without further notice and you agree to be bound by any such modifications, alterations or updates. You**

**should check this website from time to time to review the then current version of these Website Terms of Use.**

### **Other important legal information**

**For information about how we process your personal data, please read our Privacy Policy. For further information about purchasing goods, places on our courses or other services from us, please also read our Course Terms And Conditions.**

## **PERMITTED USE OF THIS WEBSITE**

### **Licence**

**The copyright in material on these web pages and the database right in this website is either owned by or licensed to us and is protected by the laws of the United Kingdom, international treaties and all other applicable intellectual property laws.**

**You are permitted to retrieve and display content from this website on the device from which you initially accessed or downloaded it and you may print a single copy of individual pages on paper, solely for your personal non-commercial use.**

### **Accessibility**

**We support the Web Accessibility Initiative and are committed to making our site as accessible as possible to everyone.**

**We welcome your comments and suggestions about how to make this website more accessible. If you are unable to access the information you require from this website, please contact us for assistance 'our contact details are provided at the end of these Website Terms of Use.**

## **RESTRICTIONS ON USE OF THIS WEBSITE**

### **Our rights**

**Any unauthorised downloading, retransmission, or other copying or modification of any of the contents of any of these web pages may be in breach of statutory or common law rights which could be the subject of legal action.**

### **Republishing**

**You may not republish any of the content of this website in any manner without our prior written consent. Requests to republish redistribute or syndicate content should be addressed to [info@edinburghparentcentre.com](mailto:info@edinburghparentcentre.com)**

## **Linking**

**You may only create a link to our website homepage at <http://www.edinburghparentcentre.com> on the condition that you do not do any of the following:- create a frame or any other browser or border environment around this website; in any way imply that we are endorsing any products or services other than our own; misrepresent your relationship with us nor present any other false information about us; or create a link from a website which contains content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.**

**You may not create any link to any other page of this website, nor frame it, without our prior written consent, nor may you restrict or inhibit the use or enjoyment of it by anyone else.**

## **Databases**

**You may not create a database in electronic or structured manual form by systematically downloading and storing all or any of the content of this website without our prior written permission.**

## **Editing**

**You may not:- remove any news source identification, copyright notices, trade mark notices, or other notices or proprietary restrictions from any of the material or information contained in these web pages; use any graphics from this website separately from accompanying text; or modify documents or related graphics on this website (or reproductions in other media of such documents or related graphics) in any way.**

## **Email**

**You agree not to send unsolicited e-mails for the purposes of advertising or market research to the e-mail addresses provided on this website.**

## **Offers**

**Nothing on this website constitutes a binding offer by us to perform any service or provide any goods. Unless specifically accepted by us, we will not be bound by any offers submitted by you via this website. Acceptance by us of such offers is subject to**

**payment clearance; availability of stock at the stated price; suitability of course dates, times and places; and acceptance by you of our Course Terms and Conditions.**

## **Password**

**Any password issued to you on registration may be used only by you. You are responsible for preventing unauthorised use of this password.**

## **TRADE MARKS**

### **Our trade marks**

**Certain names, words, titles, phrases, logos, icons, graphics or designs for the pages of this website may also constitute trade names or unregistered trademarks of ours. This includes the words 'EDINBURGH PARENT CENTRE', the strap line 'CHILD RELATIONSHIP COACHING FOR PARENTS' and the 'Edinburgh Parent Centre' logo. The display of any trade names or trademarks on this website does not imply that any licence has been granted to you to use the same.**

### **Third party trade marks**

**All other company and product names together with all other third party devices, logos, icons, graphics or designs as may be referred to on the pages of this website from time to time, are the trademarks of their respective owners and are exhibited only in such a manner as is intended to be for the benefit of such trade mark owners: we intend no infringement of such trademarks.**

### **No endorsement**

**The appearance or absence of products, services, companies, organisations, or other such content on this website does not imply any endorsement or non-endorsement by us.**

## **LIABILITY WARNING**

**This section contains provisions which restrict the extent to which we are liable to you for any loss you may suffer in connection with your use of this website.**

**By using this website you also agree that you will be liable for any loss we (or certain people connected with us) suffer as a result of**

**breach of these Website Terms of Use by you or by certain people connected with you.**

**Please read the following section carefully and if you do not agree to these conditions, please leave this website immediately.**

### **Content**

**The information, materials and functions contained in this website (including text, graphics, links or other items) are provided on an "as is" basis without any warranties of any kind and may be out of date or may otherwise contain errors or omissions. The information is for general purposes and guidance only and does not purport to constitute professional advice.**

**Although acceptance of advertisements on our website for goods or services provided by third parties is subject to our discretion, we do not accept liability in respect of any such advertisements.**

### **Hyperlinks**

**The provision by us of a link to another website does not constitute any authorisation by us to you to access materials held at that location, nor is it evidence of any endorsement by us of the material held there.**

### **Access abroad**

**This website is hosted by us in Scotland and we make no representation that the information contained herein is appropriate or available for use in locations outside the United Kingdom.**

### **Our liability**

**We do not exclude liability (if any) to you for personal injury or death resulting from our negligence, for fraud or for any matter which it would be illegal to exclude or to attempt to exclude.**

**To the fullest extent permitted by applicable law we exclude all other liability and responsibility for any amount or kind of loss or damage that may result to you or to a third party in connection with:- the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites; or this website (or any websites linked to this website) in any other way.**

**For the avoidance of doubt, this exclusion of liability extends to (but is not limited to) loss or damage due to:- errors or omissions from information, materials or functions in or of this website (or any websites linked to this website); business interruption resulting from the use or inaccessibility of this website (or any websites linked to this website); collaboration with any third party as a result of using our website (we will not in any way be construed as a party to such collaboration, nor shall we be liable in any way for the dealings you may have with that third party); viruses, worms, trojans or other hostile computer programs that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website (or any websites linked to this website); computer failure resulting for any reason from the use of this website (or any websites linked to this website); or breach of any conditions implied by law (including without limitation any conditions of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these Website Terms of Use might have effect in relation to this website.**

### **Your liability**

**You agree that you shall be liable for any foreseeable and reasonable costs incurred by us in respect of any and all demands, liabilities, losses, costs and claims (including reasonable legal fees incurred in defending any action or otherwise) sustained or incurred by us, our agents, suppliers, customers, officers, or employees, and arising as a direct result of breach by you of these Website Terms of Use.**

## **GENERAL**

### **Headings**

**The headings are for convenience only and shall not affect the construction or interpretation of these Website Terms of Use.**

### **Interpretation**

**In these Website Terms of Use, unless the context otherwise requires:- the singular shall include the plural and vice versa; references to persons shall include bodies corporate, unincorporated associations and partnerships; and words importing the whole shall be treated as including a reference to any part thereof.**

### **Waiver**

**Any waiver by either you or us of a breach of any provision of these Website Terms of Use shall not be considered as a waiver of any subsequent breach of the same or any other provision of these Website Terms of Use.**

### **Our relationship with you**

**You and we are, with respect to one another, independent parties. Nothing in these Website Terms of Use is intended to nor shall create any partnership, joint venture or agency.**

### **Transfer of rights / obligations**

**We shall be entitled to transfer, sub-licence and/or assign any of our rights and/or obligations under these Website Terms of Use. This will not affect your rights under these Website Terms of Use.**

**You may not transfer, sub-licence or assign any of your rights or obligations under these Website Terms of Use without our written consent.**

### **Severability**

**Every provision of these Website Terms of Use shall be construed separately, applying and surviving even if for any reason any of these provisions is held inapplicable or unenforceable in any circumstances.**

### **Law & jurisdiction**

**These Website Terms of Use shall be governed by and construed in accordance with Scots law and you agree to submit to the exclusive jurisdiction of the Scottish courts. You are responsible for compliance with any applicable laws of the country from which you access our website.**

## **CONTACT US**

### **Queries, comments and complaints**

**If you have any queries about these Website Terms of Use, or any other aspect of our website, or you have any comments or complaints, you can contact us by emailing [info@edinburghparentcentre.com](mailto:info@edinburghparentcentre.com), by telephoning 0131 664 5388, or writing to Edinburgh Parent Centre, 28 Kirk Brae, Edinburgh EH16 6HH. We shall endeavour to respond to any communication received by us as quickly as we can.**