

Terms of Supply

This page (together with the documents referred to on it) tells you the terms on which we supply any of the products (Products) and courses, workshops, lectures and seminars (collectively, Events) listed on this website (our site) to you, whether we conclude the contract for such supply electronically or by telephone. Please read these terms of supply carefully before ordering any Products or Events from us. You should understand that by ordering any of our Products or Events, you agree to be bound by these terms of supply. Please understand that if you refuse to accept these terms of supply, you will not be able to order any Products or Events from us.

1. Information about us

This site is operated by Aspiring Business Women. We are registered in England and Wales under company number **09051072** and have our registered office at Hunt Close, Radcliffe on Trent, NG12 2EQ. 07896216216

2. Your status

By placing an order with us, you warrant that:

- a. you are legally capable of entering into binding contracts; and
- b. you are at least 18 years old.

3. Consumer rights and cancellation

Digital products do not fall within the 'cooling off' 7 day period required under UK Law. If you have an issue with a product you have purchased, please email info@aspiringbusinessswomen.co.uk and we will respond within 48 working hours.

4. Risk and title in Products

1. 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.
2. Ownership of the Products cannot be shared or bought as a consortium or group. Purchases are on an individual basis and a login relates to the purchaser only. In the event that we receive evidence of logins being shared or products being purchased on a group basis, with a view to sharing logins we will cancel all access to all products with immediate effect for the individuals concerned, with NO refund.

5. Price and payment

1. The price of the Events, Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.
2. Prices stated on our site include VAT.
3. Event prices, Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.
4. It is always possible that, despite our best efforts, some of the Products and/or Events listed on our site may be incorrectly priced. We will normally verify prices as part of our Order Confirmation procedures. If the correct price of a Product or Event is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions or reject your order and notify you of such rejection.
5. We are under no obligation to provide any Product or Event to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.
6. If we agree with you that you may pay for a Product or Event in instalments, then each instalment must be paid by its due date (as notified by us to you).
7. If you fail to make any payment due to us by the due date for payment then, without limiting our other remedies, we may:
 - a. charge you interest on the overdue amount at the rate of 4% per annum above HSBC base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay the interest immediately on demand;
 - b. charge any reasonable debt collection costs incurred in pursuing the debt, such costs to be payable by you on demand;
 - c. refuse you entry to any Event (whether or not your booking on any such Event was a free bonus place for which you did not pay a specific fee);

- d. refuse to provide you with any Event materials; and/or
 - e. refuse to provide you with any Products that you have ordered from us, whether or not you have paid for them.
8. Discounts for members of Aspiring Business Women on our Products are for the ABW members only. If members are found to be sharing discount codes or access to discounted products, their membership will be terminated and access to ALL products purchased will be cancelled with no refunds.
9. Recurring payments made from your online banking accounts cannot be altered by us, where possible we will try to inform you of upcoming payments which may be made to us, however any payments on a recurring basis will not be refunded.

6. Our refunds policy

- 1. Due to the nature of our products, no refunds will be given
- 2. Digital products do not fall within the 7 day 'cooling off' period required by UK Law.
- 3. We may close Facebook groups, remove individuals from Facebook groups and refuse membership to Facebook groups at our discretion and without notice.

7. Intellectual Property

- 1. All intellectual property rights (including but not limited to copyright) in all Products, Events and Event materials at all times belong to and shall remain vested in us and neither you nor any other person shall obtain any intellectual property rights or any other interest, right or title whatsoever in or to any Product or any Event materials or any part thereof save as otherwise expressly granted under these terms of supply.
- 2. If you purchase an Event for which we provide you Event materials, we hereby grant you a non-transferable, non-exclusive licence to use those materials strictly for the purpose of participating in the relevant Event and for your own educational, non-commercial purposes.
- 3. You shall ensure that such course materials are only made available to and accessed by you in accordance with clause 10.2 and you must not make available, copy, reproduce, disseminate, retransmit, sub-license, distribute, sell, publish, broadcast or otherwise supply in any medium and in any manner any such materials (or any part of them) to any third party.

8. Warranty

- 1. We warrant to you that:
 - a. any Product purchased from us will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied; and
 - b. we will perform our obligations under the Contract with reasonable care and skill.
- 2. All other conditions, warranties or other terms which might have effect between you and us or be implied or incorporated, whether by statute, common law or otherwise, are hereby excluded to the fullest extent allowed by applicable law.

9. Data Protection

- 1. In relation to any personal data provided to us by you or on your behalf, you agree that we may use such personal data to perform our obligations and enforce our rights under any Contract.
- 2. Furthermore, you agree that any such personal data will be processed in accordance with our Privacy Policy (as amended by us from time to time).

10. Our liability

- 1. Nothing in these terms of supply excludes or limits our liability for:
 - a. death or personal injury caused by our negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other matter for which it would be unlawful for us to exclude or attempt to exclude our liability.
- 2. Our maximum aggregate liability in respect of any claim arising out of any Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total sum paid for the particular Product and/or Event giving rise to the claim.
- 3. We will not be liable in contract, tort (including negligence), breach of statutory duty or otherwise for losses that fall into any of the following categories:
 - a. loss of income or revenue;
 - b. loss of business;
 - c. loss of profits;
 - d. loss of anticipated savings;

- e. loss of data;
 - f. loss of goodwill;
 - g. loss of contract;
 - h. waste of management or office time; or
 - i. any special, indirect, consequential or pure economic loss which arises out of or in connection with these terms of supply even if we had been advised of the possibility of such loss.
4. We shall have no liability for any failure or delay in the performance of any of our obligations where any such failure or delay is due to any act or omission by you or any third party.
5. You assume sole responsibility for the selection, suitability and use of any Products or Events.

11. Import duty

1. If you order Products from us 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.
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.

12. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. You accept that communication with us may be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. 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.

13. Notices

All notices given by you to us must be given to us at info@aspiringbusinesswomen.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 clause 12 above. Notice will be deemed received by you and properly served on you immediately when posted on our site, 24 hours after an e-mail is sent to you, or three days after the date of posting of any letter to you. 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 email address of the addressee.

14. Transfer of rights and obligations

1. The contract between you and us is binding on you and us and on our respective successors and assignees.
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. In particular, you may not transfer to anyone else your place on an Event.
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.

15. Events outside our control

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).
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:
 - a. strikes, lock-outs or other industrial action;
 - b. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - c. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - d. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - e. impossibility of the use of public or private telecommunications networks; and
 - f. the acts, decrees, legislation, regulations or restrictions of any government.
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.

16. Waiver

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 of supply, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
2. A waiver by us of any default will not constitute a waiver of any subsequent default.
3. No waiver by us of any of these terms of supply will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

17. Severability

If any of these terms of supply 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.

18. Entire agreement

1. These terms of supply and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.
2. We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not expressly set out in these terms of supply.
3. Each of us agrees that our only liability in respect of those representations and warranties that are expressly set out in these terms of supply (whether made innocently or negligently) will be for breach of contract.
4. Nothing in this clause limits or excludes any liability for fraud.

19. Our right to vary these terms of supply

1. We have the right to revise and amend these terms of supply from time to time.
2. You will be subject to the policies and terms supply in force at the time that you order Products or Events from us.

20. Law and jurisdiction

Contracts 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) will be governed by English law. Any such dispute or claim will be subject to the nonexclusive jurisdiction of the courts of England and Wales.