

WEBSITE TERMS & CONDITIONS

GENERAL INFORMATION

This website (www.victoria-kirk.co.uk) (the **site**) is run and maintained by Victoria Kirk Coaching (**Victoria Kirk Coaching**). Our email address is hello@victoria-kirk.co.uk

Victoria Kirk Coaching provides career and confidence coaching services (the **services**), in the form of face to face, remote and online training sessions and the sale of digital products such as online courses (**digital products**) which may be purchased through the site.

These Website Terms and Conditions (**terms and conditions**) cover the terms on which you may use the site. By using this site you accept that you are bound by these terms and conditions. If you do not accept them, please do not use the site.

USER RIGHTS OF ACCESS

You have permission for temporary, non-exclusive use of the site. Victoria Kirk Coaching reserves the right to withdraw or change the content of the site and these Terms and Conditions at any time without notifying you and without having any legal responsibility towards you.

You are not allowed to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any part of the site.

You are also not allowed to licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the site and/or any documents or online resources (including our digital products after these have been purchased by you) on the site available to any third party.

You are responsible for configuring your own computer and software to access the material and content on our site including downloadable files and resources when purchasing our digital products. We do not warrant that the way we deliver data to you is compatible with your software or with the way your mobile device, computer or tablet is configured. Although we do our best to protect our site, we are not responsible for any viruses, bugs or similar issues. We advise that you use your own virus protection software to protect yourself.

You must treat all identification codes, passwords and other security information that you obtain from use of the site and (where applicable) for you to access parts of the site, as confidential. If we think you have failed to keep confidentiality, we may disable any such information, including your passwords and other codes.

You agree to follow our **Acceptable Use Policy**.

If you allow anyone else to use our site, you must make sure that they read these terms and conditions first, and that they agree to and follow them.

If you do not use the site according to the law and these terms and conditions, we may suspend your usage, or stop it completely.

We frequently update the site and make changes to it, but we have no duty to do this. This means that content on the site may be outdated or incorrect. We will have no liability to you for any losses or damage you may suffer from your reliance on any of our materials.

We do not save your credit card details or share customer details with any third parties and we follow our **Privacy Policy** in handling information about you. By using the site, you agree to us handling this information and confirm that data you provide is accurate.

Our site uses cookies. More information is provided in our **Cookie Policy**.

CONFIDENTIALITY:

Personal information or business information that you supply to Victoria Kirk Coaching through the site, other than information that is in the public domain, will be treated confidentially and in line with our **Privacy Policy**. Confidential information will not be disclosed to any Third Party, including for the purposes of marketing, without your prior permission. We will only disclose your information if it is necessary for the performance of our services or where so required by law.

VARIATION

We may change these terms and conditions from time to time. Please ensure that you check for any changes regularly, as you are bound by them if you use of this site.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or licensee of all intellectual property rights in the site in all of the material hosted on the site including any databases that hold relevant information about the site. They are protected by copyright or trademark registration and you may only use any such material and the documents in line with these terms and conditions and this paragraph specifically. If you do not use the materials in line with these terms and condition and this paragraph specifically, you lose your right to use our site, and must destroy or return any copies of documents you have made of it or any part of it. We reserve all our rights conferred to us by law to remedy any such breach.

OUR RESPONSIBILITY TO YOU

We do not guarantee the accuracy of material on our site, and you are responsible for the way you use its content.

We shall not limit or exclude our liability for:

- death or personal injury;
- fraud or fraudulent misrepresentation; or
- any act, omission or matter, liability for which may not be excluded or limited under any Applicable Law.

We shall not be liable to you for any indirect, special or consequential loss or damage, including:

- loss of profit;
- loss of goodwill;
- loss of savings; or
- loss of contract.

We also exclude, but only as far as legally possible, all terms and warranties or promises implied by law or by statutes.

Although we try to make the site available at all times, we do not warrant that your use of the site will be uninterrupted. We are not responsible for any loss or damage you may suffer resulting from any interruptions, errors or the transfer of data and you acknowledge that the site may be subject to limitations, delays and other issues.

Any duty of care owed to you by us is owed to you alone and no duty of care is owed to any third party and we do not assume any responsibility to any third party in respect of the performance of our duties to you.

LINKS TO OUR SITE OR OTHER SITES

You are allowed to make a link to our site's homepage from your website if the content on your site meets the standards of our **Acceptable Use Policy** and provided you do not suggest any endorsement by us or association with us unless we provide agreement in writing. We reserve the right to end this permission at any time.

Links from our site to other sites are only for information. We do not accept any responsibility for other sites, the accuracy of their content or any loss you may suffer from using and relying on them.

COMPUTER OFFENCES

If you do anything which is a criminal offence under the Computer Misuse Act 1990 (such as for example; introducing viruses, worms, Trojans and other technologically harmful or damaging material) your right to use the site will end immediately, we will report you to the relevant authorities and provide them with details of your identity.

You must not try to obtain access to our server or any connected database or make any 'attack' on the site.

APPLICABLE LAW

Any dispute arising from these terms and conditions shall be governed by and construed in accordance with the law of England and Wales and you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any arising dispute.

If any part of these terms and conditions is held to be invalid or unenforceable, the remaining terms and conditions will continue in full force and effect.

COMPLAINTS

If you have any questions or a complaint about the service provided by us please contact hello@victoria-kirk.co.uk to make your complaint.

TERMS AND CONDITIONS OF SALE

The below Terms and Conditions of Sale (**terms of sale**) set out the terms applicable to the sale of our digital products for your information. Each time you purchase any digital products from our site, you will be asked to confirm your agreement to the applicable terms and conditions of sale, before you can complete your purchase.

PURCHASE OF DIGITAL PRODUCTS

Victoria Kirk Coaching offers a range of services, including coaching packages and digital products. You may purchase digital products directly through the site.

These terms of sale (together with any relevant documents referred to in them and including our Website Terms and Conditions) set out the terms on which we supply any of the following products via our site to you:

- Digital downloads of audio products to your computer or mobile device
- Digital downloads of video products to your computer or mobile device
- Digital downloads of supporting materials

(digital products)

Each time that you purchase digital products through the site, you will be required to confirm that you have read, understood and accept our terms of sale. You will not be able to purchase anything through our site unless confirmation is given. Any terms that you seek to impose in respect of your purchase of digital products through this site will not form part of any contract between us. Please read these terms of sale carefully before ordering any digital products from our site. If you have any queries on these terms please contact us at hello@victoria-kirk.co.uk **before** placing any order.

By placing an order for digital products through our site, you warrant that you are legally capable of entering into binding contracts, that you are at least 18 years old and that you are purchasing our digital products for your private, non-commercial use only. You further warrant that you will not copy, rent, hire, record, edit, clip, exchange, lend, allow for the public performance, broadcasting, downloading or sharing of files or of access details, with anybody else other than may be allowed under the terms of any licence that is granted to you as a part of the sale.

By placing an order for digital products through our site you agree that we may store, process and use personal data collected from you for the purposes of processing/fulfilling your order only. We work with third parties to process your payment (for example, PayPal) and they will also have access to your personal data to enable them to help us process/fulfil your order **only**. More information on how we may store, process and use your personal data is contained in our **Privacy Policy**.

All of the digital products that are available for sale on our site are owned or controlled by our licensors, or us. Upon payment of the price for any of these digital products we grant you a non-exclusive, non-transferable licence to use the digital products for your own personal, non-commercial use.

You shall not redistribute, transmit, assign, sell, commercially exploit, broadcast, modify, adapt, edit, sub-licence, rent, share, lend, or transfer any digital products that you purchase through this site.

You are responsible for ensuring that you do not lose, destroy, or damage any Digital Product you purchase through this site.

You are responsible for ensuring that any hardware you use to download and/or access these digital products functions correctly with this site. You acknowledge and agree that the provision of all these requirements is your responsibility and is at your own cost. We are not obliged to ensure that our products are compatible with every manufacturer of mobile handsets.

PLACING AN ORDER

After placing an order for any digital products via our site, you will receive an on screen message and e-mail from us acknowledging receipt and setting out the details of your order.

The contract for the purchase of any digital products will only be formed when you have agreed to our terms of sale, we have received payment in full for the digital product you are purchasing and we make the digital product available for download. We reserve the right, in our sole discretion to reject any order we receive.

AVAILABILITY

All digital products featured on our site are subject to availability. We reserve the right to change or remove a digital product or other content on the site at any time without notice or liability to you.

Digital products will normally be available to download immediately upon purchase. There may be occasions when they are not available and we make no guarantee that any digital product ordered will be made available immediately (for example, if the site is taken down for maintenance or there is another technical issue). In such cases, we will use our best endeavours to give you access to your downloadable digital products as soon as possible following your purchase.

Where we are unable to provide you with any digital products that you have purchased, you agree that we can offer you either alternative goods to a similar value (upon your agreement that the alternative goods are suitable) or a complete refund. We will not be liable for our inability to fulfil a particular order from you.

PRICE AND PAYMENT

The price of any digital product will be as quoted on this site at the current time and will be shown inclusive of any VAT. We reserve the right to make certain digital products available only as part of a different purchase for example, part of a Service package.

Prices for digital products are liable to change at any time, but changes will not affect orders in respect of which we have already taken payment and made the download available.

Please note that some network/service providers may charge you an additional amount for downloading digital products to a mobile handset. We recommend that you contact your network/service provider to understand the nature and extent of any additional charges before downloading to a mobile device. Note that overseas roaming charges may also apply. We will not be held liable for any such charges.

By providing the details of a credit or debit card or payment account to be debited, you confirm that you are authorised to purchase the digital products and that you have the permission of or are the holder of the credit or debit card, PayPal or other account being used to pay for the transaction. All card payments and cardholder details may be subject

to validation checks carried out by us and/or the card issuer. If any validation checks are required, we will not be held liable for any delays or non-delivery nor are we obliged to.

In respect of validation checks and authorisation carried out by the card issuer, if the issuer of your card refuses to authorise payment we will not accept your order and we will not be liable for any delay or non-delivery or any bank charges applied to you. We are not obliged to inform you of the reason for the refusal.

REFUNDS

In accordance with Distance Selling Regulations, you have the right to cancel and obtain a full refund within 14 working days of purchasing our digital products but only if you have **not** downloaded the digital product made available, have **not** requested and been accepted to join any of our private social media groups to which access is offered as part of a purchase from the site, and have **not** accessed and/or used any supporting materials provided to you alongside your purchase of any digital products, within 14 calendar days from purchase.

If digital products are found to be defective, we shall have the right to attend to the cause of the problem and restore the digital products to functioning order, or offer you a repeat download. You shall not have the automatic right of refund in this case. You must notify us within 30 days of download of the digital product that it is defective at hello@victoria-kirk.co.uk If we are unable to fix it and a repeat download does not resolve the issue, we will provide you with a full refund within 30 days of ascertaining that the issue cannot be resolved.

EVENTS OUTSIDE OUR CONTROL

We will not be liable for any failure or delay to perform any of our obligations under a contract for a digital product that is caused by events outside our reasonable control.

PURCHASE OF SERVICES

More details on our services can be found on our website. If you wish to purchase services or would like more information on our services, please contact Victoria Kirk Coaching at hello@victoria-kirk.co.uk

If you purchase any services from us, a separate agreement will be executed between you and Victoria Kirk Coaching which will be subject to a specific set of terms and conditions suitable for that agreement. It may be that some terms and conditions are the same or similar to those contained in these Website Terms and Conditions and Terms and Conditions of Sale, but they may vary to suit the relevant agreement at that time. Victoria Kirk Coaching which will be subject to a specific set of terms and conditions suitable for that agreement will make those terms and conditions known to you and those will apply to any contractual agreement if you agree and it is concluded.