



## TERMS AND CONDITIONS

### 1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply our products to you, whether you have purchased access to a webinar, a set of training courses, tickets to a live seminar or training course, or any other products from us.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- 1.3.1 you are an individual; and
  - 1.3.2 you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer, these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in the contract.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are **Cognition Body Art Education Ltd** a company registered in England and Wales. Our company registration number is 13610387 and our registered office is at C/O Tattoo Accountants, 12 Norham Road, Whitley Bay, United Kingdom NE26 2SB.
- 2.2 **How to contact us.** You can contact us by telephoning us on 07825835284 or by writing to us at Cognition Body Art Education, 37 Holway Road, Sheringham, NR26 8HW.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is unavailable, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because of other unforeseen circumstances.

### 4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your

requested change and ask you to confirm whether you wish to go ahead with the change.

### 5. OUR RIGHTS TO MAKE CHANGES

- 5.1 Minor changes to the products. We may change the product:
- 5.1.1 to reflect changes in relevant laws and regulatory requirements; and
  - 5.1.2 to implement minor technical adjustments and improvements, for example to address a security threat or to update the product following an improvement made by the licensor of the product. These changes will not affect your use of the product.
- 5.2 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

### 6. OUR PRODUCTS

- 6.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract.
- 6.2 **Our products do not constitute piercing qualifications.** We make no warranty, representation or guarantee that the purchase of our products shall constitute a qualification to carry out piercing or other associated services. Where a product constitutes a certification or is accredited for CPD purposes, this will be specifically stated in the description of the product on our website.
- 6.3 If you are a business, you are responsible for ensuring you have the necessary qualifications and that you comply with all applicable laws and regulations in order to carry out piercing and other associated services. We shall not be responsible for your failure to ensure that you have such qualifications and/or comply with such applicable laws and regulations.

### 7. PROVIDING THE PRODUCTS

- 7.1 When we will provide the products.
- 7.1.1 **If the product is a live webinar.** We will provide the webinar on the date which was communicated to you during the order process.
  - 7.1.2 **If the product is a live and in-person seminar or training course.** We will provide the seminar or training course on the date(s), and at the location, which were communicated to you during the order process.
  - 7.1.3 **If the product is a one-off purchase of digital content.** If your product is a pre-recorded webinar or other digital content which is not provided live, we will make the digital content available for download by you as soon as we accept your order.
- 7.2 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control (including, for example, where the third party providing the product stops providing such product) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.3 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- 7.3.1 deal with technical problems or make minor technical changes;
- 7.3.2 update the product to reflect changes in relevant laws and regulatory requirements;
- 7.3.3 make changes to the product as notified by us to you (see clause 5).

7.4 **We are not responsible for ensuring you have the facilities to access our digital products.** We are not responsible for ensuring that you have access to the facilities required to access our digital products (for example, sufficient internet access). This includes you ensuring that any device you use access our products is up-to-date and suitable for such access. You will not be entitled to receive a refund for any products which are paid for but which you cannot access, where this is caused by you.

7.5 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 4 weeks we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.6 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 11.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.5).

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1 **Intellectual property rights belong to us.** All intellectual property rights in the products which you have purchased or which otherwise arise out of our services (such as information posted to our website from time to time) belong to us or our third party licensors. You are granted a non-exclusive, revocable, ongoing licence to use our intellectual property rights for the purpose of receiving the benefit of the products which you have purchased only.

8.2 **You must not re-sell or sub-license the products.** You shall not be permitted to re-sell or grant sub-licenses of any of our products and doing so shall be treated as a breach of our intellectual property rights and these terms.

## 9. YOUR RIGHTS TO END THE CONTRACT

9.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- 9.1.1 **if what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product replaced or a service re-performed or to get some or all of your money back);
- 9.1.2 if you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;
- 9.1.3 if you are a consumer and have just changed your mind about the product, see clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

9.1.4 in all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 9.6

9.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 9.2.1 to 9.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- 9.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to;
- 9.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- 9.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;
- 9.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or
- 9.2.5 you have a legal right to end the contract because of something we have done wrong.

9.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund.

9.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

- 9.4.1 digital products after you have started to download or stream these; or
- 9.4.2 services (including live webinars or seminars), once these have been completed, even if the cancellation period is still running.

9.5 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered, as follows:

- 9.5.1 **have you bought services (for example, a ticket to a live webinar or seminar to provided at a specific time)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the 14 day period is still running. If you cancel after we have started the services (for example, if you have purchased a course of live webinars), you must pay us for the services provided up until the time you tell us that you have changed your mind; or
- 9.5.2 **have you bought digital content for download or streaming (for example, a pre-recorded training course)?** If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming the digital content. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

9.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 9.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a

contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

9.7 **How to end the contract with us (including if you are a consumer who has changed their mind).** To end the contract with us, please let us know by contacting us using the contact details set out in clause 2.2.

## 10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for any product at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least one week in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 11. PRICE AND PAYMENT

11.1 **Where to find the price for the product.** The price of the product (which includes VAT, where applicable) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 11.2 for what happens if we discover an error in the price of the product you order.

11.2 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

11.3 **When you must pay and how you must pay.** We accept payment with all major UK credit or debit cards using Stripe, or by PayPal. You must pay for the products which you are purchasing at the time of making your order.

11.4 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 6% a year above the base lending rate of the Bank of England from time to time. This 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 must pay us interest together with any overdue amount.

## 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the products.

12.3 **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12.4 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 13.

12.5 **We are not liable to anyone other than you.** Our products are provided only to you as the purchaser and we shall not be liable for any loss or damage suffered by any other person in connection with the products, our services or any other information we have provided to you.

## 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

13.1 Nothing in these terms shall limit or exclude our liability for:

13.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

13.2 **If you are a business, we do not have a contract with any of your clients.** This contract is between you (as a business) and us. We shall not be liable for any loss or damage suffered by any of your clients, or any other third parties, as a result of:

13.2.1 your failure to comply with your obligations as a piercer under these terms, or otherwise; or

13.2.2 a breach of any agreement (whether formally agreed or otherwise, and whether in writing or otherwise) between you and a client in respect of your piercing services or any other services.

13.3 Subject to clause 13.1 and clause 13.2:

13.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

13.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for products under such contract.

#### 14. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our [\[LINK TO PRIVACY POLICY\]](#).

#### 15. OTHER IMPORTANT TERMS

- 15.1 **We may transfer the contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.