



Damozza Associates Ltd

Workforce & personal development support

DAMOZZA ASSOCIATES LTD

STANDARD TERMS & CONDITIONS

OFFLINE CONSUMER SALES

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OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content (**Products**) and will apply to any contract between us for the sale of products to you (**Contract**). Our Products consist of various educational and training programmes which comprise of either Online Content, On-Site Training or both.
- 1.2 **Why you should read them.** Please read these terms carefully and make sure that you understand them 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. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Damozza Associates Ltd a company registered in Scotland. Our company registration number is SC801496 and our registered office is at 5 South Charlotte Street, Edinburgh, Scotland EH2 4AN. Our registered VAT number is XXXXXXXX.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 07586 429051 or by writing to us at damozza@icloud.com
- 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 contact 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. If you have already paid

for the Product, we will refund you the full amount including any delivery costs charged as soon as possible. This might be because the Product is no longer available, 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 we are unable to meet a delivery deadline you have specified.

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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract (see clause 7, *Your rights to end the Contract*).

5. OUR RIGHTS TO MAKE CHANGES

5.1 Minor changes to the products. We may change the Product from time to time to reflect the following circumstances:

- (a) changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat, or deal with server issues. If you have purchased access to our Online Content, and these changes affect your access, we will extend the period of access to accommodate for any period missed as a result.

5.2 More significant changes to the products and these terms. In addition, as told to you over the telephone, set out in our brochure, displayed on our website, or told to you in the course of email exchanges, we may change the Product or these terms as they apply to your order, but if we do so we will contact you to give you reasonable advance notice of the changes, and you may then contact us to end the Contract before the changes take effect and receive a refund for any products paid for but not received. This refund shall include any delivery charges.

5.3 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description that we provided to you before you bought it.

6. PROVIDING THE PRODUCTS

6.1 Delivery costs. The costs of delivery will be as told to you over the telephone, set out in our brochure, displayed on our website, told to you in the course of email exchanges, or notified to you before you place your order.

- 6.2 **When we will provide the products.**
- (a) **If the Products are goods.** If the Products are goods we will contact you with an estimated delivery date, which will be within 30 days after the day on which we accept your order.
 - (b) **If the Products are one-off services.** We will begin the services on the date agreed with you during the order process. Where the Products are services which are provided online, we will begin the services on the date on which you pay and access the paid for services on our site. Where relevant, the estimated completion date for the services is as told to you during the order process.
 - (c) **If the Product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order.
 - (d) **If the Products are ongoing services or a subscription to receive goods or digital content.** We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the Contract as described in clause 7 or we end the Contract by written notice to you as described in clause 9. Please note that when you purchase access to our Online Content, the subscription expiry date will be provided in your order confirmation.
- 6.3 **We are not responsible for delays outside our control.** If our supply of the Products is delayed by an event outside our control then we will contact you as soon as reasonably 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 the delay continues for more than 30 days, you may contact us to end the Contract and receive a refund for any products you have paid for but not received.
- 6.4 **Collection by you.** If you have asked to collect the Products from our premises, you can collect them from us at any time during our working hours.
- 6.5 **If you are not at home when the Product is delivered.** If no one is available at your address to take delivery and the Products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the Products.
- 6.6 **If you do not re-arrange delivery.** If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect the Products we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and clause 9.2 will apply.

- 6.7 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the Contract and clause 9.2 will apply.
- 6.8 **Your legal rights if we deliver goods late.** If we miss the delivery deadline for any products then you may treat the Contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the goods;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 6.9 **Setting a new deadline for delivery.** If you do not wish to treat the Contract as at an end straight away, or do not have the right to do so under *clause 6.7*, you can give us a new deadline for delivery, which must be reasonable, and you can treat the Contract as at an end if we do not meet the new deadline.
- 6.10 **Ending the Contract for late delivery.** If you do choose to treat the Contract as at an end for late delivery under *clause 6.7* or *clause 6.9*, you can cancel your order for any of the Products or reject those that have been delivered. If you wish, you can reject or cancel the order for just some of those Products, unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Products and their delivery. If the Products have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.
- 6.11 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the Product to the address you gave us or you or a carrier organised by you collect it from us.
- 6.12 **When you own goods.** You own a Product which is goods once we have received payment in full, including all applicable delivery charges.
- 6.13 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Products to you. If so, this will have been told to you over the telephone, set out in our brochure, displayed on our website, told to you in the course of email exchanges, or notified to you before

you placed your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.14 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Product as requested by you or notified by us to you (see clause 5).

6.15 **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 one week in any month 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 30 days and we will refund any sums you have paid in advance for the Product in respect of the period after you end the Contract.

6.16 **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 11.4) 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 suspend the Products where you dispute the unpaid invoice (see clause 11.6). 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).

7. **YOUR RIGHTS TO END THE CONTRACT**

7.1 **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 and when you decide to end the Contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the Contract** (or to get the product repaired or replaced or a

service re-performed or to get some or all of your money back), *see clause 10*;

- (b) **If you want to end the Contract because of something we have done or have told you we are going to do, *see clause 7.2*;**
- (c) **If you have just changed your mind about the Product, *see clause 7.3*.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), *see clause 7.6*.**

7.2 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 (a) to (e) 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:

- (a) we have told you about an upcoming change to the Product or these terms which you do not agree to (*see clause 5.2*);
- (b) 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;
- (c) there is a risk that supply of the Products may be significantly delayed because of events outside our control;
- (d) 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 30 days; or
- (e) you have a legal right to end the Contract because of something we have done wrong (including because we have delivered late (*see clause 6.7*)).

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought either off-premises, over the telephone, by mail order, or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) access to our Online Content after you, or anyone whom you have authorised to access the content, have logged in and accessed the content;
- (b) digital products after you have started to download or stream these;
- (c) services, once these have been completed, even if the cancellation period is still running;

- (d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (e) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- (f) any products which become mixed inseparably with other items after their delivery.

7.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought services (for example, one of our On-Site Training programmes)?** If so, you have 14 working 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 period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought digital content for download or streaming, or access to our Online Content?** If so, you have 14 working days after the day we contact you to confirm we accept your order, or, if earlier, until you start downloading or streaming, or you log in and access the Online Content. If we delivered the content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
- (c) **Have you bought goods?** If so you have 14 working days after the day you (or someone you nominate) receives the goods, **unless**:
 - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 working days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
 - (ii) **Your goods are for regular delivery over a set period.** In this case you have until 14 working days after the day you (or someone you nominate) receives the first delivery of the goods.

7.6 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 do not have a right to change your mind (see clause 7.1), you can still end the Contract before it is completed. A contract for goods or 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 the Contract in these circumstances, just contact us to let us know. The Contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. For example,

if you tell us you want to end the Contract on 4 February we will continue to supply the product until 3 March. We will only charge you for supplying the Product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

Where you have purchased a product which comprises On-Site Training, the refund you will receive will depend on when you have contacted us to let us know you wish to end the Contract:

- (a) If you contact us 30 days or more prior to the commencement of the On-Site Training we will provide you with a full refund.
- (b) If you contact us 29-15 days prior to the commencement of the On-Site Training we will refund the sum paid for the Product, but will deduct reasonable compensation for the net costs we will incur as a result of your ending of the Contract, which may be up to 50% of the Product price.
- (c) If you contact us with less than 15 days until the commencement of the On-Site Training, we may not be able to provide you with a refund.

Where you have purchased a product which comprises access to our Online Content, the Contract is complete after you have logged in and accessed the content. We are therefore unable to offer you a refund after you have used your log in details for the first time.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 Tell us you want to end the contract. To end the Contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 07586 429051 or email us at damozza@icloud.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the form found at [damozza.co.uk /contact](http://damozza.co.uk/contact) on our website.
- (c) **By post.** Simply write to us at the address provided, including details of what you bought, when you ordered or received it and your name and address.

8.2 Returning products after ending the Contract. If you end the Contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return goods in person to where you bought them, post them back to us at 5 South Charlotte Street, Edinburgh, EH2 4AN or (if they are not suitable for posting) allow us to collect them from you. Email us at damozza@icloud.com to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the Contract.

- 8.3 **When we will pay the costs of return.** We will pay the costs of return:
- (a) if the Products are faulty or misdescribed; or
 - (b) if you are ending the Contract because we have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 8.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the Product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, as told to you over the phone, displayed on our website, told to you in the course of email exchanges, or set out in our brochure.
- 8.5 **How we will refund you.** We will refund you the price you paid for the Products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of goods, if this has been caused by your handling the goods in an unacceptable way. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
 - (c) Where the Product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 8.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the Products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a product to us, see clause 8.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the Contract if you break it. We may end the Contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) 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, for example, where you have purchased an On-Site Training programme, giving us access to your premises/venue as agreed;
- (c) you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services; or.

9.2 You must compensate us if you break the Contract. If we end the Contract in the situations set out in clause 9.1 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. Where you have purchased a product which comprises On-Site Training and we have ended the Contract:

- (a) 30 days or more prior to the commencement of the On-Site Training we will provide you with a full refund.
- (b) 29-15 days prior to the commencement of the On-Site Training we will refund the sum paid for the Product, but will deduct reasonable compensation for the net costs we will incur as a result of us having to end the Contract, which may be up to 50% of the Product price.
- (c) Less than 15 days prior to the commencement of the On-Site Training, we may not be able to provide you with a refund.

9.3 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 14 days 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.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 **How to tell us about problems.** If you have any questions or complaints about the Product, please contact us. You can telephone our customer service team on 07586 429051 or write to us at damozza@icloud.com.

10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your Product is **goods** the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your Product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your Product is **digital content**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or hasn't been fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back.
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

If your Product is **services**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.

- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

10.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 07586 429051 or email or write to us at damozza@icloud.com to arrange collection.

11. PRICE AND PAYMENT

11.1 **Where to find the price for the Product.** The price of the Product will be the price as told to you over the telephone, set out in our brochure, displayed on our website, told you in the course of email exchanges, as indicated on our most recent price list, or as provided to you. This price will be subject to VAT and we will include this in the total price when we acknowledge your order. We use our best efforts to ensure that the price of the Product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the Product you order.

11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

11.3 **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 that 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 unmistakeable 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.

11.4 **When you must pay and how you must pay.** We accept payment online or directly into our account via a Bacs bank transfer. When you must pay depends on what product you are buying:

- (a) For **goods**, you must pay for the Products before we dispatch them. We will not charge your credit or debit card until we dispatch the Products to you.

- (b) For **digital/Online Content**, you must pay for the Products before you download/access them.
 - (c) For **services**, you must make an advance payment of 30% of the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them. You must pay each invoice within 30 calendar days after the date of the invoice.
- 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 5% 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.
- 11.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 12. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
 - 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. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
 - 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; for breach of your legal rights in relation to the Products as summarised at clause 10.2; and for defective products under the Consumer Protection Act 1987.
 - 12.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
 - 12.4 **When we are liable for damage caused by 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.

- 12.5 **We are not liable for business losses.** We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 13.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the Products to you;
- (b) to process your payment for the Products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

- 13.2 Where you have purchased access to our Online Content, we may ask you, or anyone whom you have authorised to access the content, to submit online information to us in the form of comments, opinion or suggestions (**Feedback**) in relation to our products. We will use this Feedback to improve our current products and to inform the creation of future products. This information shall be stored in an anonymised manner, and shall not be provided to third parties.

- 13.3 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

14. **OTHER IMPORTANT TERMS**

- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always notify you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

- 14.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 14.3 **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.
- 14.4 **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. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.
- 14.5 **Which laws apply to this Contract and where you may bring legal proceedings.** These terms are governed by the law of Scotland and you can bring legal proceedings in respect of the Products in the Scottish courts.