

## **1. Online Booking Process and Contract**

1.1 Courses and events must be booked in the name of the Participant

1.2 Payment of fees by a person or organisation other than the Participant does not constitute a contract for the provision of a Course between such person or organisation and Sensory babies. The contract is between the Participant and Sensory Babies.

1.3 By booking a Course, Participants are deemed to have accepted these Terms and Conditions.

## **2. Fees and Payment**

2.1 It is the Participant's responsibility to ensure that the Sensory Babies fees in respect of the Course (as stated on the website and in other course publicity) and all other fees and expenses relating to the Course are paid by the deadline notified or paid through an agreed payment plan.

2.2 All payments must be made in GB Pounds Sterling. Any currency conversion costs or other charges incurred in making the payment or in processing a refund shall be borne by the Participant or the third party making payment, and shall not be deductible from the Fees due to Sensory Babies. Please use the [www.xe.com](http://www.xe.com) currency conversion rate on the day of payment.

2.3 Sensory Babies is not VAT registered.

2.4 We are only able to take payments via the website

## **3. Cancellations, Transfers and Refunds: Live and On-Line Courses**

### **3.1 Cooling-off period**

3.1.1 You have the right to cancel any contract for the provision of a place on a Live Course at any time within seven working days, beginning on the day after you have received the acknowledgement email. You will receive a full refund of the price paid for the Course, save as follows: there is no right to cancellation where the Course begins within seven days beginning on the day after we sent the acknowledgement.

3.1.2 To cancel a contract please inform us in writing and emailing to [sensorybabies@gmail.com](mailto:sensorybabies@gmail.com)

## **Cancellation**

### **3.2 Cancellation by us**

3.2.1 We will make all reasonable efforts to deliver the Course as outlined on the website.

However, we reserve the right to: make reasonable adjustment to the timetable, location or presenters specified for a Course; and make reasonable amendments to the content and syllabus of a Course when necessary.

3.2.2 We reserve the right to cancel any Course by giving you notice in writing at any time before the Course is due to start. We will endeavour to offer a transfer to another Course as an alternative. If the Participant is unable to attend the rescheduled Course all fees will be refunded. If the course is

cancelled partway through the course, Sensory Babies will rearrange the remaining modules of the course to be provided on-line.

3.2.3 Sensory Babies maximum liability will be limited to a refund of received fees for the cancelled Course.

3.2.4 Sensory Babies will not accept liability for any costs or losses incurred by Participants or organisations which are claimed to have arisen through Course cancellation, other than for those stated here.

### **3.3 Cancellation by you for a Live Course**

3.3.1 To cancel a place on a course, or to transfer to another course, please email Sensory Babies explaining your reason for requesting the cancellation and details of the course you are cancelling off.

3.3.2 If you must cancel a place, cancellation charges will apply, even in the case of unforeseen events such as illness, unfavourable weather, or cancellation of a course for which travel and accommodation costs have been incurred. We regret that we must do this, however all bookings involve administrative, materials, venue costs etc and it is difficult to fill spaces made vacant by late cancellations.

3.3.3 Cancellation charges for live courses depend on when we receive your emailed cancellation notice:

- If cancelled more than 90 days before the course start date we will refund 100% of course fees, less an administration fee of £25.
- If cancelled between 60 and 90 days before the course start date, we will refund 50% of course fees or credit 50% of the course fee to

another course. If the invoice is unpaid at the time of cancellation, you will pay 50% of the fee due.

- If cancelled less than 60 days before the course start date or for 'non-attendance', no refund will be made. If the invoice is unpaid at the time of cancellation, you will still be liable for 100% of the course fee.

### **3.4 Cancellation by you for an Online course**

3.4.1 No refund is available in respect of any on-line course or digital content after enrolment through bank transfer/stripe or Paypal due to the nature of instant access to all our course materials.

## **Transfers**

### **3.5 Transfer of Classroom based course booking to another course**

3.5.1 You may transfer your booking to another course if your circumstances change, subject to the following rules:

- For transfer requests received more than 60 days before the course start date, there will be no charge.
- For transfer requests received between 30 - 60 before the course start date, we will transfer the booking for an administration fee of 25% of the course fee.
- For transfer requests received between 14 - 30 days before the course start date, we will transfer the booking for an administration fee of 50% of the course fee.
- For transfer requests received within 7 days before the course start date, transfers are not permitted, and no refund will be made.

3.5.2 If the new course fee is higher, you will be required to pay the difference.

3.5.3 Credit notes are valid for 12 months.

## **4. Visual and/or Audio recordings**

4.1 The organisers may take visual and/or audio recordings of Participants during Live Courses and we reserve the right to use these for promotional, management or educative purposes (in the United Kingdom or overseas).

Participants' individual consent for this will be assumed to have been granted unless otherwise indicated by Participants, in writing or by email, prior to the start of the Course.

## **5. Limitation of Liability**

5.1 Whilst we take all reasonable care and skill when producing course content, Sensory Babies are unable to guarantee and makes no representation or warranty that information and materials contained on or available via the Courses shall continue to be accurate or that they will be suitable for the Participant's particular needs.

5.2 To the extent permitted by law, all such representations and warranties whether expressed or implied are excluded.

5.3 Sensory Babies may make improvements or alterations to the courses and information provided from time to time.

5.4 Sensory Babies cannot guarantee that the use of online courses will deliver any specific outcome for the Participants.

5.5 We accept no liability for any loss or damage howsoever arising, whether direct or indirect, special or consequential, which may be suffered by any person in accessing, downloading, using or relying on any information or course materials contained in courses or website.

5.6 Sensory Babies liability in contract, tort (including negligence) or otherwise in relation to these terms and conditions is limited to the total fee you have paid for the course materials.

However, nothing in these terms and conditions shall restrict or exclude our liability for death or personal injury resulting from our negligence or our liability for fraudulent misrepresentation or liability which we are otherwise not permitted by law to exclude or restrict.

## **6. IT Viruses**

6.1 Sensory Babies exercises all reasonable skill and care to ensure that the online course content is free from viruses and other malware.

Sensory Babies does not guarantee that:

6.1.1 use of this website to access or download course content will be compatible with all hardware and software;

6.1.2 use of this website to view or access online course content will be uninterrupted or error or virus free; or that

6.1.3 defects will be corrected (save for those defects which Sensory Babies is obliged to correct by law); and it is the Participant's responsibility to ensure that it has in place suitable firewalls and cyber-security measures to minimise or remove the risk from viruses, malware and the like.

6.2 To the extent permitted by law, Sensory Babies does not accept any liability (whether in contract, tort, negligence or otherwise) for any external compromises of security and/or of confidentiality in relation to transmissions sent by email.

## **7. Data Protection**

7.1 Your personal information will be held and used in accordance with the General Data Protection Regulation ("GDPR").

7.2 You can see our full at the end of this document.

## **8. Intellectual Property Rights**

8.1 The copyright and all other intellectual property rights (including but not limited to database rights, trade marks, design rights and domain names in all cases whether registered or not) in all Sensory Babies materials (including without limitation, designs, texts, pictures, graphics, logos, images and the selection and arrangement of them) and all course materials belong to us. All rights are reserved.

8.2 Whilst you may print extracts or download them from the website for your personal use you may not otherwise download, copy, reproduce, translate, redistribute, republish, transmit, adapt, alter, create derivative works from or otherwise extract or reutilise any material contained on or

available via the website or our Course for commercial purposes without our prior written permission.

## **9. Variations to the Terms and Conditions**

9.1 Sensory Babies reserves the right to vary these Terms and Conditions from time to time and the current version will be that published on this website.

## **10. Choice of Law**

10.1 These terms and conditions 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) shall be governed by and construed in accordance with the law of England and Wales.

Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation (although we retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or in any other relevant country).