

## Terms and Conditions

The following constitute the terms and conditions to which customers (including but not limited to; clients, individuals, volunteers, learners, families, organisations, agencies) agree to when purchasing or booking any service/product (including but not limited to; face to face training, e-learning, workshops, courses, support groups, one to one support sessions, contact sessions, volunteering – hereby know as services) provided by or through South West Family Values C.I.C (SWFV).

SWFV reserves the right to review and update these periodically.

If you have any questions in relation to these terms and conditions, please contact [info@southwestfamilyvalues.org.uk](mailto:info@southwestfamilyvalues.org.uk)

**Registered company address: C/O Vincent & Co Accountants, 37 Shiphay Lane, Torquay**

We advise you to print off a copy of these terms and conditions for your records. These terms and conditions do not affect your statutory rights.

### 1. Requesting a service

Purchasing or booking of services can be completed online or directly. When doing so, you will be asked to provide us with a minimum level of information about yourself and or your organisation. In doing this you agree to:

1. Provide true, accurate, current and complete information as prompted
2. Inform SWFV in a prompt manner of any changes to circumstances.

### 2. Booking services

Submission of the relevant booking / referral form represents an offer to SWFV. Following your submission an email will be sent to you with details of your request. Relevant information to allow you to access services will follow on confirmation of payment authorisation.

### 3. Prices, VAT, discounts

Prices for services are either shown or available on request.

VAT is charged at the applicable rate dependant on the service or product. Prices will state whether they are inclusive of or exclusive of VAT. SWFV will endeavour to provide notice of pricing changes in advance but reserve the right to change prices listed without prior notice.

Discounts are available from time to time for particular services. Where discounts are advertised these will not be available in conjunction with any other offer and are subject to availability and time limits specified. Discounts cannot be applied retrospectively.

### 4. Payment

1. Fees are payable at the point of booking unless otherwise stated.
2. Fees payable on receipt of an invoice must be received in advance of provision of the service or within 10 days of the date of the invoice.

Credit and debit cards are accepted for payments through the website (as detailed on the payment page). Payment confirmation will be provided on completion of payment. In the event that a payment is declined/not authorised by the purchaser's card provider the booking will be deemed as void. SWFV will not accept any liability for costs incurred as a result of applications deemed void.

Invoice payment methods are detailed within the issued invoice.

SWFV reserve the right to withdraw services and or apply an interest charge on overdue payments.

SWFV reserve the right to charge for services incurred by default including but not limited to late collection charges and or administration fees.

## 5. Ownership and intellectual property rights

All materials, whether online or otherwise, are the property of SWFV or are used in agreement with the licensed provider organisation. All intellectual property rights in all materials including the design, graphics and text of all printed materials and the audio of all webinars and podcasts, are owned or licensed by SWFV. When you are given access to services in particular the e-learning courses, you are granted a non-exclusive, non-transferable, revocable license to use the materials. No licensed or SWFV content may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without the prior permission of SWFV. Any such use is strictly prohibited and will constitute an infringement of intellectual property right laws.

## 6. Accessibility and special requirements

Please advise of any special requirements to support you **at least 48 hours in advance of a requested service**. SWFV will make every effort to accommodate your requirements (where notified).

## 7. Health and safety

You must comply with all health and safety rules and regulations and any other reasonable requests and or security requirements that apply at the premises at which the services are provided, including but not limited to; ESG Ltd premises, community venues and home tuition.

## 8. Behaviour

SWFV reserves the right to remove any person(s) from a service or discontinue that service where behaviour is deemed inappropriate or unacceptable. In these circumstances, no refund or reimburse any other costs will be given.

Where attending a parenting group, ground rules are set in the first session and you must comply with these rules. Failure to do so will result in removal from the group.

## 9. Service providers/personnel

SWFV will provide suitability qualified personnel to deliver/provide services. SWFV shall have sole discretion over the deployment of personnel and entitled at any time to substitute personnel with any other person who they deem suitably qualified to provide the service.

## 10. Liability

SWFV does not accept responsibility for anyone acting inappropriately as a result of information in, or views expressed on, its training courses including course materials. Opinions expressed are those of individual trainers and not necessarily those of the organisation. Participants should take professional advice when dealing with specific situations.

SWFV does not accept responsibility for attendees.

1. Personal belongings or valuables which remain the responsibility of the individual attendees.
2. Injury sustained during participation of a service provided through SWFV.

## **11. Technology**

SWFV does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors, and omissions.

## **12. Joining instructions/booking confirmation**

Joining instructions/booking confirmation including service dates, arrival times, duration and venue details will be issued prior to the service start date. SWFV will not be held responsible for non-receipt of joining instructions/booking confirmation and refunds will not be issued under such circumstances.

## **13. Cancellation**

a) If you need to cancel, you must notify the relevant SWFV service area via email. The following applies:

- 28 days or more notice entitles you to transfer to alternate dates, subject to availability, name a delegate who will attend in your place or ask for a full refund
- 14-27 days' notice entitles name a delegate who will attend in your place or to a 50% refund
- 0-13 days' notice entitles you to, name a delegate who will attend in your place\* No refund is available.

\*Subject to a minimum administration fee. .

## **Substitution**

It is not possible to substitute your place on a support programme with someone else if you are unable to attend a booked session.

## **Transferring**

If you can no longer attend the service booked/purchased, you are entitled to transfer your booking onto the next service that has availability. The transfer option only applies to attendee who are transferring to a different date for the same service and the date must be specified at the time of the transfer. Transfer will incur an admin fee.

Please note once you have transferred your booking you will not be entitled to a refund and you cannot transfer your place more than once.

## **b) Cancellation/request to amend SWFV services**

A minimum of 48 hours' notice is required to cancel or change a booking.

Requests to cancel or change a booking must be sent by email to [info@southwestfamilyvalues.org.uk](mailto:info@southwestfamilyvalues.org.uk) Providing full details of the service booked, date, time and name of those scheduled for contact. The following applies:

- Where 48 hours' notice or more is received the customer / client will not be charged and is or entitled to a full refund.
- Where less than 48 hours' notice is received no refund applies and a charge may be levied to amend a booking.

## **14. Changes and/or cancellation by SWFV**

Where circumstances dictate, SWFV reserves the right to alter published services, fees, dates or venues without prior notice. In extreme circumstances, SWFV may be forced to cancel a service. In such instances a refund of the service fee will be made but no compensation will be paid for any additional costs incurred (for example travel, accommodation etc).

## **15. Non-attendance**

If you fail to attend the service you are booked without giving the appropriate prior notice to SWFV, we will be unable to refund the course fees or offer a transfer.

## **16. Assessment/examination Course recognition**

Some training courses and or Awards are subject to achieving a pass mark on examination or on submission of a portfolio of work. Courses and Awards that are Accredited by external bodies are subject to the requirement of the Awarding Body.

## **17. Resists**

Dependent on the service purchased and may incur additional charges

## **18. Quality Monitoring**

Attendees will be asked to complete evaluation forms and to feedback any successes/issues/challenges. Some training courses and or Awards are subject to on-going quality assurance by ESG Ltd and or the Awarding Body.

## **19. Safeguarding**

SWFV have a duty to protect children and vulnerable groups from harm or potential harm. Our Directors, employees, volunteers, and contractors follow Safeguarding Children's Guidelines, which includes reporting concerns to local Children's or Adults Services Departments.

## **20. Complaints procedure**

Should you have a complaint/comments about any SWFV services, please submit the details of your complaint/comment by email to [info@southwestfamilyvalues.org.uk](mailto:info@southwestfamilyvalues.org.uk). A copy of SWFV complaints policy and procedure will be provided on request.

### **23. Privacy Notice**

SWFV will hold your data in line with our Privacy Notice.