

Online Course Terms and Conditions: UK and EU

This page tells you the terms and conditions (**Terms**) on which we supply any of the courses (**Courses**) listed on our website www.thepostpartumpsychoanalyst.com (**our site**) to you. Please read these Terms carefully before ordering any Courses from our site.

You should print a copy of these terms and conditions for your future reference.

By placing an order on our site, you agree to these Terms and that these Terms take precedence over any other terms and conditions including your own terms of business, any course of dealing or any industry practice.

1. INFORMATION ABOUT US

www.thepostpartumpsychoanalyst.com is a site operated by Dr Margy Bowes, trading as The Postpartum Psychoanalyst ("we" or "us"). Our address is 5 South Charlotte Street Edinburgh, EH2 4AN and our email address is hello@thepostpartumpsychoanalyst.com.

We are registered with the United Kingdom's Health and Care Professions Council (HCPC). As a Clinical Psychoanalyst, we are also a member of the British Psychological Society <https://www.bps.org.uk/> and abide by their code of Ethics and Conduct, <https://www.bps.org.uk/news-and-policy/bps-code-ethics-and-conduct>.

2. SERVICE AVAILABILITY

Our site is only intended for use by people resident in the United Kingdom and EU. We do not accept orders from individuals outside those countries.

3. YOUR STATUS

By placing an order through our site, you warrant and confirm that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old;
- (c) You are resident in the United Kingdom or EU;
- (d) You are accessing our site from the United Kingdom or EU; and
- (e) You will only use a Course for your personal, non-commercial use and you may not sell, publish or distribute such document or use it in whole or in part to create another document.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order is an offer to us to buy a Course. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Course is available for access or download (**the Download Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Download Confirmation.
- 4.2 The Contract will relate only to those Courses whose access or download we have confirmed in the Download Confirmation. We will not be obliged to supply any other Courses that may have been part of your order until the access or download of such Course has been confirmed in a separate Download Confirmation.
- 4.3 [If you are purchasing a Course as a consumer (as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – namely you are buying the course as an individual acting for purposes which are wholly or mainly outside of your trade, business, craft or profession, the following shall apply:
- (a) you have the right to cancel this agreement within 14 days of the date of this agreement by emailing us at hello@thepostpartumpsychoanalyst.com or by using the form of cancellation annexed to this agreement at Annex 1. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this agreement, we will reimburse to you all payments received from you in relation to the agreement within 14 days after the date on which we were informed about your decision to cancel this Contract; and
 - (b) notwithstanding paragraph 4.3(a) above, you agree that we may begin the supply of digital content not on a tangible medium before the end of the cancellation period set out in paragraph 4.3(a) above and you acknowledge that you will lose your cancellation rights in relation to such digital content; and
 - (c) in relation to the provision of any additional services under this Contract:
 - (i) you hereby request immediate performance of the Contract and acknowledge that you will lose your right of withdrawal from the Contract once the service contract is fully performed; and
 - (ii) if you cancel the Contract before the services have been fully performed, you agree that you will pay for the supply of the service for the period for which they are supplied. The amount payable will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.]

If you are not purchasing as a consumer, the above provisions shall not apply.

5. AVAILABILITY

- 4.1 Your order will be fulfilled automatically on your receipt of the Download Confirmation but in the event that our automated systems do not work immediately, please contact hello@thepostpartumpsychologist.com to advise us that the Course has not been made available for access or download. As our systems are automated, we shall not be liable for any delay in the access to or download of any Course.
- 5.2 Any digital materials included as part of the course require the following hardware and software and other functional requirements in order to be fully used: The language of the interface of the goods with digital elements, digital content or service is English; the method of providing the content will be online videos, audio and digital documents (PDF) accessed via download from an online learning portal which the purchaser will be granted access to for 12 months; an internet connection will be required to use the product.

6. TITLE AND INTELLECTUAL PROPERTY

- 6.1 You will only be entitled to use the Course when we receive full payment of all sums due in respect of the Course.
- 6.2 As between us and you, all Intellectual Property Rights and all other rights in any Course shall be owned by us. We license all such rights to you on a non-exclusive basis only to such extent as is necessary to enable you to make reasonable use of the Course.
- 6.3 We shall enforce our Intellectual Property Rights in the Course to the fullest extent possible by law and **DISTRIBUTING (WHETHER FOR PAYMENT OR OTHERWISE), PUBLISHING, SELLING OR DISCLOSING A COURSE IS STRICTLY PROHIBITED.**
- 6.4 You may not without our prior written consent make any audio or visual recordings of any part of the course.
- 6.5 The materials we deliver as part of the course do not in any way constitute advice or recommendations. We are providing training and guidance only. We are not able to advise you on your individual circumstances and shall not be liable for any reliance placed by you on the materials within the course.
- 6.6 We will endeavour to ensure that all information that we provide within the course is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.

7. MEDICAL DISCLAIMER:

- 7.1 All content and online services that we provide are for educational and informational purposes only and are general in nature. Any information or guidance we provide is not a substitute for the consultation, diagnosis, and/or medical treatment of your doctor or healthcare provider. You must not rely on any information or guidance we provide you with as an alternative to medical advice from your doctor or healthcare provide and we expressly disclaim all responsibility, and shall have no liability, for any damages, loss, injury, or liability whatsoever suffered by you or any third party as a result of your reliance on any information or guidance we provide you with. If you have any specific questions or concerns about any medical matter, you should consult your doctor or healthcare provider as soon as possible. If you think you may be suffering from any medical condition, you should seek immediate medical attention from your healthcare provider. Do not delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information or guidance we provide you with. Nothing in this disclaimer will limit or exclude any liability that may not be limited or excluded by applicable law.

8. PRICE AND PAYMENT

- 8.1 The price of any Course will be as quoted on our site from time to time, except in cases of obvious error.
- 8.2 These prices include VAT except where expressly stated otherwise.
- 8.3 Where your order includes ongoing access to the course materials (for the period stated on the order form), your access shall expire (and the Contract shall terminate) on the date falling on the expiry of such stated period. If you wish to continue to have access to the course materials, you must renew your membership in the manner advised on our site.
- 8.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Download Confirmation.
- 8.5 Payment for all Courses must be by such method of payment as is specified on our website. If you choose to pay by PayPal, you must have a valid PayPal account in order to purchase a Course.

9. REFUNDS

- 9.1 As you are able to download, make use of and copy the Course immediately, we will only offer refunds in limited circumstances at our discretion.
- 9.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

10. OUR LIABILITY

- 10.1 **Our Courses are provided on an "as is" basis without any representations or endorsements made and without any warranty of any kind whether express or implied, other than where you are purchasing our Courses as a consumer in which case the implied warranties of fitness for purpose, merchantability and accuracy shall apply.**
- 10.2 **Nothing in these terms attempt to exclude or limit any liability for death or personal injury caused by our negligence (or any other matter for which we are not able to limit or exclude our liability due to applicable law).**
- 10.3 **If, for any reason, we are liable for any damages, our total liability shall be limited to the amount of the Course purchased.**
- 10.4 **By purchasing a Course, you agree that in no circumstance shall we be liable for any indirect, incidental, special or consequential damages, including, but not limited to:**
- (a) **loss of income or revenue**
 - (b) **loss of business**
 - (c) **loss of profits or contracts**
 - (d) **loss of anticipated savings**
 - (e) **loss of data, or**
 - (f) **waste of management or office time**

however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable arising out of or in any way connected with the use of a Course, under any law or on any basis whatsoever whether contractual or otherwise.

11. WRITTEN COMMUNICATIONS

You agree that our communication with you will be mainly electronic and via email. We may however also provide you with information by posting notices on our site. You agree that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. NOTICES

All notices given by you to us must be given to Dr Margy Bowes at 5 South Charlotte Street Edinburgh, EH2 4AN and hello@thepostpartumpsychoanalyst.com. We may give notice to you at the e-mail address you provide to us when placing an order. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and,

in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

13. TRANSFER OF RIGHTS AND OBLIGATIONS

- 13.1 You may not transfer, assign or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 13.2 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

14. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control.

15. WAIVER

- 15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 15.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

16. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17. ENTIRE AGREEMENT

- 17.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and

supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

17.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

18. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

18.1 We have the right to revise and amend these terms and conditions from time to time.

18.2 You will be subject to the policies and terms and conditions in force at the time that you order Courses from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Download Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Course).

19. LAW AND JURISDICTION

Contracts for the purchase of Courses through our site 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) will be governed by Scottish law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Scotland.

ANNEX 1

CANCELLATION FORM

To:

Dr Margy Bowes, The Postpartum Psychologist, 5 South Charlotte Street Edinburgh, EH2 4AN and
hello@thepostpartumpsychoanalyst.com

**PLEASE NOTE THIS FORM ONLY APPLIES IF YOU ARE PURCHASING A COURSE IN YOUR CAPACITY AS
A CONSUMER**

I/we* hereby give notice that I/we* cancel my/our* contract of sale for the supply of the following
services:

.....

Ordered on

Name of consumer

Address of consumer

Signature of consumer

Date

[* delete as appropriate]