

Devon and Cornwall Counselling Hub Terms and Conditions

Terms and Conditions

The following Terms and Conditions apply to transactions with M and L Hartshorn trading as Devon and Cornwall Counselling Hub where products have been supplied or services provided to individual customers. Accepting a place on one of our courses by paying a deposit indicates your acceptance of these terms and conditions. Please read them carefully and print a copy for future reference. These Terms and Condition shall be construed in accordance with English Law.

In these terms and conditions the following definitions apply:

“The Company” is M and L Hartshorn trading as Devon and Cornwall Counselling Hub, hereafter referred to as Devon and Cornwall Counselling Hub.

“Customer” is the individual, company or organisation placing an order for goods, or an individual placing an order for goods or services with Devon and Cornwall Counselling Hub or requesting information from Devon and Cornwall Counselling Hub.

“You” or “your” refers to the Customer

“We” or “us” or “our” refers to M and L Hartshorn trading as Devon and Cornwall Counselling Hub

“The Goods” is any product or service supplied by M and L Hartshorn trading as Devon and Cornwall Counselling Hub and it’s contractors.

“The Service” is any service supplied by M and L Hartshorn trading as Devon and Cornwall Counselling Hub

“The User” is any person who uses or attempts to use any items or services supplied by M and L Hartshorn trading as Devon and Cornwall Counselling Hub

“Third party” is any person, company or organisation of any kind that is not either the customer or M and L Hartshorn trading as Devon and Cornwall Counselling Hub

These terms and conditions do not affect your statutory rights. To order goods or services through our website or by any other ordering method you must be at least 18 years of age. We will treat each order for goods or services

as an offer by you to purchase the goods or services subject to these Terms and Conditions. We have the right to refuse at our discretion to supply any goods or services ordered by you.

1. Description of Goods / Warranty and Liability

All images, descriptive matter, specifications and advertising are for the sole purpose of giving an approximate description of the goods and services we offer. Full details of all goods and services are available upon request.

2. Errors

In the event that a product or service is listed at an incorrect price due to a typographical error, or error in pricing information, we shall have the right to refuse or cancel any orders based on the incorrect price whether or not the order has been confirmed.

3. Product Specifications

While we endeavour to ensure all specifications are correct at the time of publication, they do vary. As such we can accept no responsibility for incorrect information.

4. Payments

Payments made by, cheque, bank transfer or cash in UK pounds are acceptable. However, provision of service may not be made until any cheque has been cleared through our bank account. Any cash sent to us is sent entirely at the customers own risk. Proof of posting cash is not accepted as proof of delivery of cash. Other payment methods may be accepted at the sole discretion of Devon and Cornwall Counselling Hub.

Devon and Cornwall Counselling Hub reserves the right to charge an administration fee plus interest on any late or unpaid fees. In the event of late payment of any amount, we reserve the right to suspend the customers place on any course or terminate their place on a course while still enforcing these terms and conditions.

We will not apply to the awarding body for your certificate or diploma until all outstanding course fees, administration fees and interest charges have been received by us in full.

5. Availability of Goods and Services

All products and services are subject to sufficient numbers to run courses and may be withdrawn at any time. However it is our policy to contact you at least seven days before a course is cancelled, withdrawn or postponed. If you do not wish to proceed with the course you have been accepted onto, no course fees will be due from you as long as you provide not less than one months notice of your intention to withdraw from the course and the

course has not started. If you wish to terminate your place on any course after the start date then you will be liable for the course fee and any fee paid to an awarding body in accordance with the scale provided in section 7. Deposits cannot be refunded in any instance, unless the course is not able to commence for any reason.

6. Delivery of Services

Whilst every reasonable effort shall be made to keep any course start date we shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any other person or company arising directly or indirectly out of any failure to meet any course start date. We reserve the right to terminate your place on any course if we deem your behaviour or the state of your mental health is detrimental to your own safety or that of other members of the group or our staff. In the event of this happening, there will be no refund in course fees and you will remain liable for the full cost of the course.

7. Cancellation of Orders and Services

Payment of a deposit for any course is regarded by us as an order for services. Deposits are not refundable in any instance, unless we are unable to run a course for any reason. Cancellation of an order for any service must be given at least 28 days prior to the start date of a course in writing. In this event, no payment of course fees will be required from the customer, other than the deposit.

If the course has begun, the customer may cancel their order for services with no liability for payment of the course fees, if the request to cancel the order is received by us, in writing, within 28 days from the start date of the course. If the customer cancels their order for services later than 28 days from the start date of the course, then the full course fee will remain payable by the customer.

Where a service is cancelled by us, the customer shall be offered an alternative course start date or a pro-rata refund for the part of the course that has not been delivered. Deposits will not be refunded in any instance unless the course is not able to commence for any reason. The student registration fee we pay to the awarding body, once we have paid it to them, is not refundable in any circumstance. We may cancel an order for service at any time and reserve the right to do so without prior notice, if the customer does not attend at least 85% of the course sessions, or their attendance record suggests that it may not be possible to pass the course, if we believe that a customer's mental health and or their emotional resilience is impaired to the point where engagement in the course or successful completion of it is not possible or unlikely or is disruptive to other students, if it becomes apparent that the customer is unable to reflect non defensively on feedback given by tutors and or supervisors or if a customer is unable to evidence the assessment criteria of both Devon and Cornwall Counselling Hub and the awarding body. In these circumstances the customer is still liable for the full course fee.

8. Training

Course fees cover the cost of training only. They do not guarantee to lead to a qualification. We are not responsible for any additional costs incurred by the customer in relation to their training and or the provision of our services, such as travelling, childcare, supervision, personal counselling, stationery or printing or other course related materials.

9. Liability

We shall not be liable for any personal injury or death howsoever caused whilst the customer is attending any of our courses except where such injury or death is shown to be as a result of negligence or wilful default on our part.

We shall accept no responsibility for any theft or damage to Students' possessions while attending any of our courses, in any location where a course is held.

10. Force Majeure

We will not be under any liability whatsoever in the event that we are prevented or delayed from supplying or making delivery of any goods or services by any reason or cause beyond our control.

11. Policies and Procedures

In paying the deposit for a course, it is understood that you agree to all the policies and procedures of Devon and Cornwall Counselling Hub, copies of which are available upon request and will be provided at the start of your course.

12. No Waiver

Our failure to insist upon strict performance of any provision of these Terms and Conditions shall not be deemed to be a waiver of our rights or remedies in respect of any present or future default of the Customer in performance or compliance with any of these Terms and Conditions.

13. Severability

In the event that any part of these Terms and Conditions shall be determined to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

14. Terms and Conditions Acceptance

I confirm that I have read and understood Devon and Cornwall Counselling Hub's terms and conditions document (dated May 2018) and understand that paying the deposit for a course is considered to indicate my acceptance of them.

I also agree to pay the course fees in accordance with the instalment plan I have received from Devon and Cornwall Counselling Hub and understand that failing to make a payment on time may incur additional charges.

Name

Signed

Date