



Terms & Conditions

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by Cystel Limited, Clavering House, Clavering Place, Newcastle Upon Tyne, England, NE1 3NG. United Kingdom. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at [info\[at\]cystel.org](mailto:info@cystel.org) or call +44 333 1223 372.

1. The contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

2. Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to [insert your business name]. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute, or repost anything on this website for any purpose.

4. Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any timings, weights, dimensions and capacities given about the goods are approximate only.

5. Damage to your computer

We try to ensure that this website and our is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will

not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. Availability

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

7. Ordering errors

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

8. Price

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

9. Payment terms

We will take payment upon receipt of your order via Paypal. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

10. Delivery charges

Delivery charges vary according to the type of goods ordered.

11. Delivery

11.1 No delivery charges apply for our services.

11.2 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations.

11.3 We are able to deliver to addresses within the United Kingdom including the Isle of Wight, the Isle of Man, the Scottish Isles, parts of Scotland, Northern Ireland and the Channel Isles and countries overseas.

11.4 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you, they will be held at your own risk and we will not be liable for their loss or destruction.

12. Intellectual Property Rights

By using our Site, you acknowledge and agree that Cystel Limited is the owner and/or the licensee of all the intellectual property rights in our website, and in the material published on it.

Cystel Limited grants you a limited, personal, non-transferable, non-exclusive, revocable license to access and use this Site pursuant to this Agreement and to any additional terms and policies set forth by us. All Intellectual Property Rights including all Copyrights, Patents, Trademarks, Service marks, Trade names, Domain names, Social media identifiers, Designs, whether registered or unregistered in the Site and services, materials, information and content on this Site, any database operated by us, all the Site design, text, graphics, software, photos, videos, music, sound, data, all software compilations, underlying source code and software is either owned by us, licensed to us or we are entitled to use it. You shall not, or shall not attempt to, obtain any ownership or title to any such property. All rights are reserved.

None of the material listed in section 13, in whole or in part, may be reproduced, distributed, copied, modified, published, downloaded, posted, performed or transmitted in any form or by any means, sold, rented, re-sold, licensed or sub-licensed, used to create derivative works, or in any way exploited without the prior express written permission of Cystel Limited. You may, however, retrieve and display the content of the Site on a computer screen, store such content in electronic form but not on any server or other storage device connected to a network. You may not otherwise reproduce, modify, copy, distribute, display, perform or use for commercial purposes any of the materials, information or content on the Site without our express written consent. You acknowledge that you do not acquire any ownership rights by downloading any copyrighted material. Any violation of these restrictions may result in copyright, trademark or other intellectual property rights infringement that may subject you to civil or criminal penalties.

Title, ownership rights and intellectual property rights in and to the content accessed using this Site and services is the property of the applicable content owner and may be protected by the applicable copyright, trademark or other law. This Agreement gives you no rights to such content except for the licenses granted herein.

13. Cancellation rights

13.1 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

13.2 Should you wish to cancel your order, you can notify us via email to [info\[at\]cystel.org](mailto:info[at]cystel.org) with a clear statement.

13.3 You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order) and if you have consumed/used up to 5% of any audio or video recordings or other teaching material.

13.4 Once you have notified us that you are cancelling your contract, and we have verified that you have not used more than 5% of the content of the course, we will refund any sum

debited by us from your Paypal account within 14 calendar days.

13.5 We may make a deduction from your refund for any consumption/use above 5% of any audio or video recordings or other teaching material.

14. Cancellation by us

14.1 We reserve the right not to process your order if:

14.1.1 An insufficient number of students has signed up for the course you have ordered;

14.1.2 We do not deliver to your area; or

14.1.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

14.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your Paypal account as soon as possible, but in any event within 14 days.

15. If there is a problem with the goods

If you have any questions or complaints about the goods, please contact us. You can do so at Cystel Limited, Clavering House, Clavering Place, Newcastle Upon Tyne, England, NE1 3NG. United Kingdom. Email: info[at]cystel.org or call +44 333 1223 372.

15.1 We are under a legal duty to supply goods that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

15.2 If you wish to exercise your legal rights to reject goods which do not conform with the Act you must contact us at Cystel Limited, Clavering House, Clavering Place, Newcastle Upon Tyne, England, NE1 3NG. United Kingdom. Email: info[at]cystel.org or call +44 333 1223 372.

16. Liability

16.1 Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than rearrange delivery (in accordance with clause 11), we will provide you with a full refund.

16.2 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

16.3 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

16.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from

our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

16.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g., under the Act) relating to faulty and/or misdescribed goods.

17. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Cystel Limited, Clavering House, Clavering Place, Newcastle Upon Tyne, England, NE1 3NG. United Kingdom. Email: info[at]cystel.org and all notices from us to you will be displayed on our website from time to time.

18. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

19. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

20. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

21. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

22. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

23. Other important terms

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may submit the dispute for online resolution to the [European Commission Online Dispute Resolution](#) platform.

Link to the form:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>