

**Work in Wellness Online Course  
Terms & Conditions**

**WELLTODDO LONDON LIMITED**

*Updated: December 2019*

These terms and conditions govern the way in which we supply our Work in Wellness online careers course to you.

Please read these terms carefully before making your purchase. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. All rights not expressly granted in these terms are hereby reserved.

You agree to review this agreement periodically to ensure that you are aware of any amendments to this agreement, which may be made at any time.

**INFORMATION ABOUT US AND HOW TO CONTACT US**

Welltodo London Limited, a company registered in England and Wales (registration number 81155190) whose registered office is at 5 Technology Park, Colindeep Ln, London, NW9 6BX

**1. GRANT OF LICENCE**

In consideration of your payment, we hereby grant you a licence to use the purchased Work in Wellness Online Course (“the Product”). This licence is limited, revocable, non-exclusive, non-sublicensable and non-transferable, and is subject to the rights and obligations granted under these Terms.

This licence is personal to you and cannot be shared or exchanged with others.

**2. GENERAL**

We develop, distribute and maintain this Product and will also provide you with login details. We will also manage your access to the Product and provide support to you, where necessary.

You shall not copy, modify, transmit, distribute or in any way exploit the Product or any other copyrighted materials provided other than for your individual learning. Any other purpose is expressly prohibited under these terms. You shall also not permit anyone else to copy, use, modify, transmit, distribute or in any way exploit the Products or any other copyrighted materials.

We provide the materials ‘as is’ and without any warranties, whether express or implied, except those that cannot be excluded under statute. We also do not warrant that the materials will be error free, including technical inaccuracies.

**3. ACCESS TO MATERIALS**

The starting date of your access to the Product is deemed to be the date that you first have access. You’ll then have lifetime access to the course material.

We will take all commercially reasonable steps to provide you with uninterrupted access to the Product. However, your access may be restricted from time to time for reasons beyond our control. Such reasons include force majeure events, power outages and actions from computer hackers and others acting outside the law. Your access may also be interrupted due to software issues, server downtime, increased Internet traffic, programming errors, regular maintenance and other related reasons. Where this is the case, we will take commercially reasonable steps to restore your full access within a reasonable period of time. 'Commercially reasonable' in these terms shall mean reasonable efforts taken in good faith, without unduly burdensome use or expenditure of time, resources, personnel or money.

Our joint aim is to provide a course and material of the highest quality. As such, improvements or changes to the Product or any other material may occur at any time without prior notification in order to ensure that they are up to date and accurate.

#### **4. PRICING AND PAYMENT**

We use [WePay](#) and [Moonclerk](#) (third party payment providers), to process our payments.

Payment for the Product must be made at the point of purchase unless a payment plan has been selected. If a Payment Plan is selected, you will make an initial payment at the time of purchase followed by 2 or 3 payments depending on the payment plan selected. Payments will be debited automatically from the account at 30 day intervals.

Additional fees are charged when purchasing through a payment plan.

##### **Work in Wellness Early Bird Payment Plan Fees**

2 Month Payment Plan - Total fee of £7.00

3 Month Payment Plan - Total fee of £15.00

##### **Work in Wellness Standard Pricing Payment Plan Fees**

2 Month Payment Plan - Total fee of £15.00

3 Month Payment Plan - Total fee of £20.00

Welltodo reserve the right to withdraw payment plan purchase options at any time.

You agree to provide payment for the Product in the stipulated currency and you will be liable to pay any relevant conversion charges, as well as applicable sales tax in your region. Please note that we must receive your payment in full before providing you with access to the Product.

All deposits are non-refundable but can be transferred to a future Product release date.

We reserve our right to review and change the pricing of the product. This will not affect products that have already been purchased.

#### **5. CANCELLATION AND RESTRICTION POLICY**

Where Products are delivered to you immediately, you will not have the right to change your mind. In other cases, you may change your mind within fourteen (14) days of purchase, so long as materials have not been provided to you, downloaded, streamed or otherwise accessed. If you do wish to cancel, please contact us via email.

It is your responsibility to ensure that you meet the system requirements, including compatible hardware, software, telecommunications equipment and Internet service, prior to purchasing any

content. We are unable to provide refunds where your access to the Product is inhibited due to insufficient system requirements.

We may restrict your access to the Product if you breach these terms, including without limitation:

- a) A failure to make any payment due to us; or
- b) Failure to provide accurate information that is necessary for us to provide the Products to you.

In these circumstances, we will inform you in writing with seven (7) days' notice that your access to the Product will be restricted.

## **6. YOUR RIGHTS**

This is a summary of your key legal rights.

Under the laws of the United Kingdom, the Product must be as described, fit for purpose and of a satisfactory quality. If the Product is faulty, then you are entitled to ask for a repair or a replacement and if the fault cannot be fixed, or it has not been fixed within a reasonable time and without significant inconvenience, then you can get some or all of your money refunded.

If you can show that the fault has damaged your device and that we have not used reasonable care and skill, then you may be entitled to compensation.

## **7. INTELLECTUAL PROPERTY**

All rights, title and interest in intellectual property rights relating to the Product including copyright, patents, trademarks, trade secrets, improvements, developments, proprietary information, know-how, processes, methods, business plans or models (including computer software and preparatory and design materials thereof) and all other intellectual property (whether registered or not) developed or created from time to time shall exclusively be owned by Welltodo London Ltd. While you may utilise the intellectual property, you understand that there shall be no transfer of ownership of the same.

Nothing that you see or read in the Product may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use.

All other trademarks, service marks and trade names in this material are the marks of the respective owners and any unauthorised use is prohibited.

## **8. PRIVACY POLICY**

We respect your right to privacy and will only process personal information you provide to us in accordance with the General Data Protection Regulation (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 as revised by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, and other applicable privacy laws. For further information please read our Privacy Policy at <https://welltodocareers.com/privacy-policy/>

## **9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if it is either obvious that it will happen or if we are both aware that it might happen, such as where you have discussed the possibility with us during the sales process.

We are not liable to you in any way for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract or any and all other commercial damages or losses.

We do not exclude or limit our liability to you in any case where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products (summarised above at 6).

If the Product damages your device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice, following installation/download instructions, or having in place the minimum system requirements as advised by us.

Our liability to you for any damage to your computer system or loss of data resulting from the downloading of content is limited to the amount you have paid for the Product. In no event shall we be liable for damages in excess of this sum.

#### **10. OTHER IMPORTANT TERMS**

You need our consent to transfer your rights under these terms to someone else. We may not agree to this as these terms grant a licence for your benefit only.

Nobody else has any rights under these terms – they are between you and us. No other person shall have any rights to enforce any of its terms.

Welltodo London Ltd accepts no responsibility whatsoever for any opinions, findings, recommendations, comments or content written on any social platform or website in connection with our Product, including any Work in Wellness Facebook Group, by either you or any other Product user.

If a court finds part of these terms illegal, the rest will continue in force.

#### **11. GOVERNING LAW**

These terms are governed by and construed in accordance with the laws of England and Wales and you can bring legal proceedings in the English courts. If you live in Scotland, you can bring legal proceedings in either the Scottish or English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.