

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of <https://www.teachconsultancy.com/> (the "Site"). This Site is owned and operated by Gloria Hyatt trading as Teach Consultancy. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to always abide by them.

**These terms and conditions contain a dispute resolution clause that impacts your rights about how to resolve disputes. please read it carefully.**

### **Intellectual Property**

All content published and made available on our Site is the property of Gloria Hyatt and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Age Restrictions**

The minimum age to use our Site is 18 years old. By using this Site, users agree that they are over 18 years old. We do not assume any legal responsibility for false statements about age.

### **Acceptable Use**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

Harass or mistreat other users of our Site.

Violate the rights of other users of our Site.

Violate the intellectual property rights of the Site owners or any third party to the Site.

Hack into the account of another user of the Site.

Act in any way that could be considered fraudulent; or unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

### **User Contributions**

Users may post the following information on our Site:

Public comments; and:

all users can join a community have a public profile that is publicly visible to site visitors, and that their public activity (such as their posts or comments) will be visible to other visitors.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

## **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account, the security and privacy of your account, including passwords or sensitive information attached to that account.
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

## **Sale of Goods And Services**

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

Corporate and Executive Coaching Programmes.

Redundancy Coaching Guides - E-books.

Racial Equity Calendar and Planner.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The following services are available on our Site:

Corporate and Executive Coaching.

Cultural Intelligence Training and Consultation For Organisations.

Leadership and Business Development Training and Consultancy.

Consultancy and action planning.

The services will be paid for in full, through online purchases when services ordered. Offline will be phased throughout the delivery of service or by arrangement at the end.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

## **Payments**

We accept the following payment methods on our Site:

Credit Card

PayPal

Debit; and Bank transfer

Apple and Google Pay

Klarna Online Bank Transfer.

iDeal

AliPay

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

## **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

UK postal recorded delivery 5-7 business days. International tracked delivery 10 + business days based on location.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and bank holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

If you purchase goods from us for delivery to a destination outside the United Kingdom your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for

the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

## **Right to Cancel and Receive Reimbursement**

If you are a customer living in the United Kingdom or the European Union you have the right to cancel your contract to purchase goods and services from us within 14 days without giving notice.

### **The cancellation period:**

The cancellation period will end:

14 days from the date of purchase when you purchased digital content that was not supplied on a tangible medium.

14 days from the date of purchase when you purchased a service.

14 days from when you receive, or someone you nominate receives, the goods when you purchased good(s) in one order that are all delivered together.

14 days from when you receive, or someone you nominate receives, the last goods when you purchased goods in one order that are delivered separately; or

14 days from when you receive, or someone you nominate receives, the first goods when you purchased goods that will be regularly delivered during a defined period of time.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period.

To cancel, contact us by

**email at [info@teachconsultancy.com](mailto:info@teachconsultancy.com) or by post at Level One, Basecamp Liverpool 49 Jamaica St, Liverpool , Merseyside, L1 0AH .**

You may use a copy of the Cancellation Form, found at the end of these Terms and Conditions, but you are not required to do so.

The right to cancel does not apply to:

Custom or personalised goods.

Goods that will deteriorate or expire rapidly.

Consultancy, coaching, training, accommodation, transport of goods, vehicle rental services, catering, or services related to leisure activities, if the contract includes a specific date or period of performance.

### **Effects of Cancellation**

If you cancel your contract with us and goods have already been sent to you, then you must return the goods to us as soon as possible after informing us of your decision to cancel. You will be responsible for the cost of returning the goods. We will not be responsible for any damage or loss to the goods that occurs before they are returned to us, including while the goods are in transit.

If you cancel your contract with us, we will reimburse to you all payments we received from you under the contract, including the costs of delivery, except for any supplementary delivery charges resulting from your choice of a delivery type other

than the least expensive type of standard delivery that we offer. Please note that we are permitted by law to reduce your reimbursement to reflect any reduction in the value of the goods that was caused by handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

We will provide the reimbursement without undue delay and no later than the earlier of 14 days after we receive back from you any goods supplied or 14 days after you provide proof that you have returned the goods. If no goods were supplied, then we will provide the reimbursement no later than 14 days after the day we were informed of your decision to cancel.

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse to you any amount you have paid above this proportionate payment.

If you provide express consent to the supply of digital content during the cancellation period and acknowledge that your right to cancel the contract is lost by the supply of digital content during the cancellation period, you will no longer have a right to cancel the contract.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

## **Refunds**

### *Refunds for Goods*

Refund requests must be made within 14 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

Good is broken;

Good does not match description;

Purchaser changed their mind;

Good does not meet the purchaser's expectations;

Online orders customers purchasing e- products can not claim a refund. Claims to replace damaged files will be accepted.; or

Customers purchasing a service can claim a refund within 14 days of a purchase. You must state the reason.

Refunds do not apply to the following goods:

Services will be fully refunded if they are cancelled with at least 1 week before the services were scheduled to be provided.

## **Returns**

Returns can be made by mail. To return a good by mail, follow the following procedure:

Proof that they bought any physical item from Teach Consultancy. This could be a sales receipt or other evidence such as a bank statement or email. It must contain buyers name and address, payment details and product purchased and date.

## **Guarantees**

The following guarantees apply to our Site:

We guarantee that all customers can exercise their rights as specified under our terms and conditions and we will comply with the Consumer Rights Act 2015.

## **Consumer Protection Law**

Where the Sale of Goods Act 1979, the Consumer Rights Act 2015, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

## **Links to Other Websites**

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using these sites.

## **Limitation of Liability**

Gloria Hyatt, consultants, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

## **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Gloria Hyatt and our consultants, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these

## **Terms and Conditions.**

Applicable Law

These Terms and Conditions are governed by the laws of the Country of England.

## **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Gloria Hyatt are unable to resolve any dispute through informal discussion, then you and Gloria Hyatt agree to submit the issue first before a non-binding mediator and to an

arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Gloria Hyatt.

Notwithstanding any other provision in these Terms and Conditions, you and Gloria Hyatt agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

### **Additional Terms**

Website owner, the offering, and binding of Terms.

This website is owned by Gloria Hyatt and operated by [Teach Consultancy]. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors [e-products, physical products, coaching, training and consultancy]. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

### **Conditions and Terms of Use.**

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

### **Copyright Notice.**

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

### **Website Link Endorsement And Responsibilities.**

From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

### **Who Can Use Website; Requirements To Use Our Services And Create An Account.**

In order to use our website and/or receive our services, you must be at least [18] years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are

not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

### **Key Commercial Terms Offered To Customers.**

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

### **Retention Of Right To Change Offering.**

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms.

If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

### **Ownership Of Intellectual Property, Copyrights And Logos.**

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of [Teach Consultancy]. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

### **Right To Suspend Or Cancel User Account.**

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

### **Indemnification**

You agree to indemnify and hold [Gloria Hyatt] harmless from any demands, loss, liability, claims or expenses (including solicitors' fees), made against them by any third



party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

### **Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall Gloria Hyatt], be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable [Gloria Hyatt] assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

0151 427 4464

info@teachconsultancy.com

Level One, Basecamp Liverpool 49 Jamaica St, Liverpool , Merseyside, L1 0AH

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of April 2025

### **Cancellation Form**

If you want to cancel your contract of sale with us you may use this form and email or post it back to us at the address below.

To: <https://www.teachconsultancy.com/>

Address: Level One, Basecamp Liverpool 49 Jamaica St, Liverpool , Merseyside, L1 0AH

Email: info@teachconsultancy.com

I hereby give notice that I cancel my contract of sale of the following goods or services:

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Ordered on: \_\_\_\_\_

Received on: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer address:

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Signature (only required if you are returning a hardcopy of this form):

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Date: \_\_\_\_\_