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2. Any contract between us, whether for use of the websites or in relation to the purchase of items or services through the websites will be governed by the laws of England and Wales and all parties submit to the non-exclusive jurisdiction of the English Courts. Any contract will be communicated in English.
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7. You agree to be bound by the terms of our privacy policy.
8. Linden Ruskin Training Ltd reserves the right to alter these Terms & Conditions from time to time by posting new Terms & Conditions on these websites.
9. All rights, including copyright, in these websites are owned or licensed to Linden Ruskin Training Ltd. Any use of these websites or their 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 these websites for any purpose.
10. We try to ensure that these websites are free from viruses or defects. However, we cannot guarantee that your use of these websites or any websites accessible through them 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 these websites.
11. These Terms & Conditions shall be governed by and construed in accordance with English Law. If any provision of these Terms & Conditions shall be unlawful, void, or for any reason, unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

# TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS FROM LINDEN RUSKIN TRAINING LTD

## 1. PAYMENT

### 1.1 Security of online payments

We do understand your concern about payment securities and assure you that payment on-line is safe and secure. The information you provide during the checkout process is automatically encrypted and cannot be read whilst transmitted over the Internet. Information provided as part of the payment process through PayPal is governed by the Terms and Conditions of PayPal (see [www.paypal.com](http://www.paypal.com)). We request that information provided during the checkout is complete and concise. We accept no liability for failure to provide goods where inaccurate information has been provided. Linden Ruskin Training Ltd cannot guarantee the correct operation of systems owned by Paypal.com and accept no liability for errors, failures or delays as a result of their incorrect operation.

### 1.2 Payment Methods

Subject to further validation checks we may choose to make, our acceptance of your order brings into existence a legally binding Agreement between us. We accept all orders for products and services subject to availability. If your order cannot be fulfilled you will be offered an alternative or given a full refund. Orders can only be delivered to UK addresses.

We accept payment by most major credit/debit cards, or by personal cheque. Payment will be debited from your account before the dispatch of your purchase. All credit/charge cardholders are subject to validation checks and authorisation by the card issuer. We will not be liable for any delays to your order this may cause. If the issuer of your card refuses to authorise payment to us we will not be liable for any delay or non-delivery. Returned cheques will incur a £25.00 administration fee in order to cover the charges imposed by our bank. Where payment is made by cheque, goods will not be despatched until funds have cleared into our account.

## 2. CONFIRMATION

You will receive a receipted invoice in acknowledgement for your order if paying by cheque and an order confirmation from PayPal if paying by debit/credit card followed by a receipted invoice from us. System failures do occur, so if you receive neither, it is possible that your order may not have been received so please get in touch by email or telephone.

## 3. CANCELLATION RIGHTS

Under the Distance Selling Regulations you have the legal right to cancel your order within seven days of receipt of your goods (with the exception of any made to order or bespoke items). You do not need to give us any reason for canceling your contract nor will you have to pay any penalty but you will need to notify us.

You cannot cancel your contract if the CD or memory stick has been taken out of the wallet in which it was delivered to you.

If you have received the goods before you cancel your contract then [unless, under the clause above for which you do not have a right to cancel, you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return

the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

We reserve the right to cancel the contract between us if:

- We have insufficient stock to deliver the goods you have ordered.
- We do not deliver to your area.
- 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.

#### **4. LIABILITY**

If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us in writing at our contact address of the problem within 60 days of the date on which you ordered the goods (unless this is not reasonably practicable). If you notify a problem to us under this condition, our only obligation will be, at your option:

- To make good any shortage or non-delivery;
- To replace or repair any goods that are damaged or defective; or
- To refund to you the amount paid by you for the goods in question in whatever way we choose.

Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract.

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.

#### **5. DELIVERY**

Orders will usually be despatched within 10 working days, although we will inform you as soon as possible of any additional delay by telephone or email. Item(s) will not be despatched until funds have cleared.

Delivery will be made by Royal Mail or suitable carrier and Linden Ruskin Training Ltd accepts no liability where they are unable to make delivery of an item(s). Linden Ruskin Training Ltd will always attempt to contact you should there be a problem during the delivery process. If we are unable to deliver an item(s) due to circumstances beyond our control, we will contact you immediately by telephone or email, and provide you with a full refund. 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. Goods supplied are not for resale.

#### **6. REFUNDS**

We are proud of the quality of our merchandise and believe you will be happy with your purchase. However, you may return an item in new condition (complete with all packaging in an undamaged state) for a refund or exchange within 30 days of the shipment date. We will replace the item or issue a full refund for the purchase price, excluding shipping charges.

Refunds will take up to 14 working days to process, from the date that Linden Ruskin Training Ltd receives the merchandise, and will be credited by cheque or to the credit/debit card account used for the original purchase.

You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.

#### **7. THIRD PART RIGHTS**

Nothing in these terms and conditions are intended to, nor shall confer any rights on a third party.