

TERMS AND CONDITIONS OF SALE

Acceptance of Terms & Conditions

The services that Applied Kinesiology Training provide are brought to you by Islington Osteopathy Clinic Limited (**we, us or our**) and are subject to the following Terms & Conditions (**T&Cs**). By purchasing our services, you acknowledge and agree to these terms. These T&Cs apply between us and you, the person purchasing our services (**you or your**).

About us

Islington Osteopathy Clinic Limited is a company registered in England and Wales under company registration number 09761321. Our registered office is at Colebrooke House, 10-12 Gaskin Street, London, Greater London, England, N1 2RY.

We are registered with the *General Osteopathic Council* under registration number: 5744.

Description of Services

We provide you with access to seminars on applied kinesiology topics (**Services**). Please see course syllabi for more information.

Eligibility

By purchasing the Services, you confirm that you are eligible for the course. If you have any concerns about eligibility, please contact us at: hello@applied-kinesiology.co.uk.

Fees

100% of your fees for open courses will be invoiced when you register for the course. You can either pay by bank transfer to Islington Osteopathy Clinic or a link can be provided to pay via Go Get Paid, provided by the Co-Operative Bank.

All invoices are payable within thirty days of the invoice without the right of set-off or counterclaim statutory or otherwise.

If you fail to make payment as required by these T&Cs then we shall have the right to cancel this contract and all sums owing at that time shall become immediately payable as a debt to us.

We reserve the right at any time prior to completion of the contract to adjust the price to take into account any increase in the cost of raw materials, labour, services or other overheads. Where possible, one months' notice in writing of any change affecting the proposed estimate will be given.

Intellectual property

All intellectual property rights in or arising out of or in connection with the Services shall be owned by us.

Refunds

All sales are final - refunds are not issued if you cannot make a module you have booked to attend. If, due to extenuating circumstances and solely at our discretion, you do miss a module, you may attend the one you missed on the subsequent foundation course run by Karen Willis.

In the unlikely event of cancellation by us, we will reschedule the course as soon as possible after the cancelled date, or in the event that rescheduling is not viable we will issue a refund to you for the cancelled module. We will not be responsible for any consequential losses by incurred by you as result of such cancellation.

Personal and non-commercial use

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from the Services without the explicit written permission from us.

Variation

Applied Kinesiology Training reserves the right in its discretion to update the Terms & Conditions at any time without prior notice.

Governing law and jurisdiction

These T&Cs, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these T&Cs or its subject matter or formation.

WEBSITE TERMS AND CONDITIONS

About our terms

These terms and conditions of use (**Terms**) explain how you may use this website [www.applied-kinesiology.co.uk] and any of its content (**Site**). These Terms apply between Islington Osteopathy Clinic Limited (**we, us or our**) and you, the person accessing or using the Site (**you or your**).

You should read these Terms carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately.

These Terms apply to any parts of the Site, its functionality and content provided to you free of charge for information.

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We are registered with the *General Osteopathic Council* under registration number: 5744.

If you have any questions about the Site, please contact us by sending an email to hello@applied-kinesiology.co.uk.

Using the site

The Site is for your personal use only.

You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.

We make no promise that the Site, or the content advertised on the Site, is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.

As a condition of your use of the Site, you agree not to:

- misuse or attack our Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
- attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site.

We may prevent or suspend your access to the Site if you do not comply with these Terms or any applicable law.

Infringing content

If you believe that any content which is distributed or published by the Site is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at www.applied-kinesiology.co.uk which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event that you have a query or complaint about the use of your personal information.

Member account, password and security

If we provide you with a user identification (**username**) and password to enable you to access restricted areas of our website or other content or services, you must ensure that that your username and password is kept confidential. You may not share your username and/or password with anyone for any reason, either directly or indirectly. You accept responsibility for all activities that occur under your username.

We may disable your username and password at our sole discretion or if you breach any of the policies or terms governing your use of this website or any other contractual obligation you owe to us.

You agree to notify us immediately of any unauthorised use of your account or any other breach of security. You may not use anyone else's account at any time, without our permission.

Ownership, use and intellectual property rights

The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site (**Content**) are owned by us and our licensors.

We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

Nothing in these Terms grants you any legal rights in the Site or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Site or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.

You are granted a nonexclusive, nontransferable, revokable license to use our website only for private, personal, non-commercial reasons. You may print and download portions of material from the different areas of the website solely for your own non-commercial use, provided that you agree not to change the content from its original form. Moreover, you agree not to modify or delete any copyright or proprietary notices from the materials you print or download.

Use by you of any trade marks on the Site or in the Content is strictly prohibited unless you have our prior written permission.

Submitting information to the site

While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive or valuable.

Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

Accuracy of information and availability of the site

We try to make sure that the Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.

We may suspend or terminate access or operation of the Site at any time as we see fit.

Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, medical, health advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and its Content.

While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third-party site and is at your own risk.

Our responsibility to you

If we breach these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time these Terms were formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

Events beyond our control

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

No third party rights

No one other than us or you has any right to enforce any of these Terms.

Variation

We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

Complaints

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

Governing law & jurisdiction

The laws of England and Wales apply to these Terms. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

April 2024