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## TERMS OF SALE

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### Background

These Terms of Sale set out the terms under which Content, accessed as either one-off purchases or via Subscriptions, is sold by Us to customers through this website, [www.sleeppsychologist.co.uk](http://www.sleeppsychologist.co.uk) ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before purchasing Content or a Subscription. You will be required to read and accept these Terms of Sale when ordering Content or a Subscription. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase Content or a Subscription and You will not be permitted to access Content through Our Site.

### 1. Definitions and Interpretation

In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Content"	means the digital content sold by Us through Our Site;
"Contract"	means a contract for the purchase of Content or a Subscription to access Content, as explained in Clause 6;
"Data Protection Legislation"	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
"Order Confirmation"	means Our acceptance and confirmation of your purchase of a one-off piece of Content or a Subscription;
"Order ID"	means the reference number for your Subscription;
"Subscription"	means a subscription to Our Site providing access to Content; and
"We/Us/Our"	Means Sleep Psychologist, <a href="http://www.sleeppsychologist.co.uk">www.sleeppsychologist.co.uk</a>

### 2. Information About Us

1. Our Site is owned and operated by Sleep Psychologist, [www.sleeppsychologist.co.uk](http://www.sleeppsychologist.co.uk).

2. We are registered with the United Kingdom's Health and Care Professions Council, (HCPC).
3. All of our Clinical Psychologists abide by practice standards set out by British Psychological Society <https://www.bps.org.uk/> and abide by their code of Ethics and Conduct, <https://www.bps.org.uk/news-and-policy/bps-code-ethics-and-conduct>
4. We are a member of The British Sleep Society (BSS).

### **3. Access to and Use of Our Site**

1. Access to Our Site is free of charge.
2. It is your responsibility to make any and all arrangements necessary in order to access Our Site.
3. Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
4. Use of Our Site is subject to Website Privacy Policy (link located at the bottom of the Sleep Psychologist's website). Please ensure that you have read them carefully and that you understand them.

### **4. Customers**

1. Customers may only purchase Subscriptions and Content through this Site if they are at least 18 years of age.
2. These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Subscriptions and Content from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

### **5. Subscriptions, Content, and Pricing**

1. We make all reasonable efforts to ensure that all details of the Content and Subscriptions and its corresponding price will be set out on the relevant page of Our Site.
2. We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription. We will inform you of any change in price at least one month before the change is due to take effect. If you do not agree to such a change, you may cancel the Subscription as described in Clause 11.
3. Minor changes may, from time to time, be made to certain Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter

the main characteristics of the Content and should not normally affect your use of that Content. However, if any change is made that would affect your use of the Content, suitable information will be provided to you.

4. In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Content. If We do so, We will inform you at least one month before the changes are due to take effect. If you do not agree to the changes, you may cancel the Contract as described in sub-Clause 11.
5. Where any updates are made to Content, that Content will continue to match Our description of it as provided to you before you purchased your Subscription to access the Content. Please note that this does not prevent Us from enhancing the Content, thereby going beyond the original description.
6. We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.8 regarding VAT, however).
7. If the price of a Subscription that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order. Subsequent Subscriptions and renewals will be charged at the new price.
8. Prices on Our Site are shown exclusive of VAT.

## **6. Orders – How Contracts Are Formed**

1. Our Site will guide you through the process of purchasing a Subscription. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
2. If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Content that results from you providing incorrect or incomplete information.
3. No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you an Order Subscription by email. Only once We have sent you an Order Subscription will there be a legally binding Contract between Us and you.

4. Order Confirmations shall contain the following information:
  1. Your Order or Subscription ID;
  2. Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Content available as part of it;
  3. Fully itemised pricing for your Subscription including, where appropriate, taxes, and other additional charges; and
  4. The duration of your Subscription (including the start date, and the expiry date.
5. In the unlikely event that we do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you.
6. Any refunds due under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
7. Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Subscription.

## **7. Payment**

1. Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process your order and send you an Order Subscription.
2. Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
3. We accept the following methods of payment on Our Site:
  1. Bank Transfer
  2. PayPal
  3. Credit Card
4. If you do not make any payment due to Us on time, We will suspend your access to the Content. If you do not make payment within seven calendar days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
5. If you believe that We have charged you an incorrect amount, please contact Us at [sleeppsychologist@proton.me](mailto:sleeppsychologist@proton.me) as soon as reasonably possible to let Us know. You will not be charged for Content while availability is suspended.

## **8. Provision of Content**

1. We undertake to make available to You on these Terms of Sale the

Content you have purchased or for which You subscribe. However, if You choose not to access or make any permitted use of some or all of the Content or, for any reason not attributable to Us, You are unable to do so, You will not be entitled to any refund.

2. When you place an order for Content purchased as a one-off purchase or as part of a Subscription, you will be required to expressly acknowledge that you wish the Content and content contained within the Subscription to be made available to you immediately. You will also be required to expressly acknowledge that by accessing (e.g. downloading or streaming), you will lose your legal right to cancel if you change your mind (the “cooling-off period”).
3. An item of Content requested will be available when stated in the information that We provide about it before You place Your order, either (a) if it is a livestream item, the time and date when it is scheduled to be available and to start; or (b) if it is a pre-recorded or other non-streamed item, the period within which it is or will be available for access.
4. If an item of Content is a livestream item, We will use reasonable endeavours to make it available and start it at the time it is scheduled to start, but the start may be delayed either by overrun of a previous livestream item available to You and/or others or by other circumstances. We will not be liable for any such delay.
5. **We may provide you with a user name and password for accessing the Content or Subscription. Where we do so, you undertake to keep the user name and password safe and confidential, and they must not be disclosed to any other person. You must notify us immediately in the event of any unauthorised use of your Content or Subscription or in the event that your user name, password or account is used by any other person.**
6. In some limited circumstances, We may need to suspend the provision of Content (in full or in part) for one or more of the following reasons:
  - 6.1. To fix technical problems or to make necessary minor technical changes;
  - 6.2. To update the Content to comply with relevant changes in the law or other regulatory requirements; or
  - 6.3. To make more significant changes to the Content.
7. If We need to suspend availability of the Content for any of the reasons set out in sub-Clause 8.6, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Content, in which case We will inform you as soon as reasonably possible after suspension). You will not be charged while availability is suspended and your Subscription will be extended by a period equivalent to the length of the suspension (unless the period of suspension is less

than seven calendar days). If the suspension lasts (or We tell you that it is going to last) for more than seven calendar days, you may end the Contract as described below in sub-Clause 11.

8. We may suspend provision of the Content if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however if you do not make payment within seven calendar days of Our notice, We may suspend provision of the Content until We have received all outstanding sums due from you. If We do suspend provision of the Content, We will inform you of the suspension. You will not be charged for any Content while provision is suspended.

## 9. **Licence**

1. When you purchase a Subscription to access Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Content for commercial purposes for the duration of your Subscription. The licence granted to you does not give you any rights in Our Content (including any material that We may licence from third parties).
2. You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'). This includes a prohibition on making any visual or audio recordings of the Content.
3. You may not use any two way livestream facility which is part of the Content or a Subscription to communicate or make accessible to any other person (other than any member of Your staff) accessing or participating in that item or event anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of that item of event.
4. In the event that we record any of the Content at which you are attending, You grant us full permission to use your image and voice in any such recordings without payment or any further need for consent.
5. The terms of this clause 9 shall survive the termination of the Contract or Your Subscription.

## 10. **Ending Your Subscription**

1. If you are a consumer, by default you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund. The period begins once We have sent you your Subscription Confirmation (i.e. when the Contract between you and Us is formed) and ends when you access (e.g. download or stream) the Content, or 14 calendar days after the date of Our Subscription Confirmation, whichever occurs first.

2. You may cancel your Subscription at any time, however subject to Clause 11 (outlining your rights to cancel arising due to something done by Us), We cannot offer any refunds and you will continue to have access to the Content for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
3. If you purchase a Subscription by mistake (or allow your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Content. Provided you have not accessed any Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If you have accessed any Content once the Subscription has started, We will not be able to offer any refund and you will continue to have access to the Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).
4. If you wish to exercise your right to cancel under this Clause 10, you may inform Us of your cancellation in any way you wish. Cancellation by email or by post is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:
  - 4.1. Email: [sleepppsychologist@proton.me](mailto:sleepppsychologist@proton.me)In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.
5. Refunds under this Clause 10 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
6. Refunds under this Clause 10 will be made using the same payment method that you used when purchasing your Subscription.

## **11. Ending the Contract Because of Something We Have Done (or Will Do)**

1. By law, We must provide digital content that is of satisfactory quality, fit for purpose, and as described. If any Content available through Our Site does not comply, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
  - 1.1. If the Content has faults, you will be entitled to a repair or a replacement.
  - 1.2. If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund.
2. If you can demonstrate that the fault has damaged your device or other digital content belonging to you because We have not used reasonable care and skill, you may be entitled to a repair or compensation.

3. You may end the Contract at any time if We have informed you of a forthcoming change to your Subscription or the Content, or to these Terms of Sale that you do not agree to. If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a pro-rata refund equal to the remaining time left in that Subscription. If the change will not take effect or apply to you until the expiry of your current Subscription, the Contract will end at the end of that Subscription period and you will continue to have access to the Content until that date.
4. If We have suspended availability of the Content for more than seven calendar days, or We have informed you that We are going to suspend availability for more than seven calendar days, you may end the Contract immediately. If you end the Contract for this reason, We will issue you with a pro-rata refund.
5. If availability of the Content will be significantly delayed because of events outside of Our control, you may end the Contract immediately. See Clause 13 for more information. If you end the Contract for this reason, We will issue you with a pro-rata refund.
6. If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation in any way you wish. Cancellation by email or by post is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:
  - 6.1. Email: [sleepppsychologist@proton.me](mailto:sleepppsychologist@proton.me)In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.
7. Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
8. Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Subscription.

## **12. Our Liability**

1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
2. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, We will either repair the damage or pay you appropriate compensation. Please note that We will not be liable under this provision if:



- 2.1 We have informed you of the problem and provided a free update designed to fix it, but you have not applied the update; or
  - 2.2. The damage has been caused by your own failure to follow Our instructions; or
  - 2.3 Your device does not meet any relevant minimum system requirements that We have made you aware of before you purchased your Subscription.
3. Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
  4. Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
  5. Disclaimer: None of our Content or Subscriptions constitutes advice on which you should rely. It is provided for informational and educational purposes only. We do not make any representation or warranties with respect to the accuracy, applicability, fitness or completeness of any of our Content. The information in the Content represents the views and opinions of the original creators of such Content and does not necessarily represent the views or opinions of Us. We disclaim any and all liability to you for any direct, indirect, implied, punitive, special, incidental or other consequential damages arising directly or indirectly from any use of the Content, which is provided as is and without warranties.

### **13. Events Outside of Our Control (Force Majeure)**

1. We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

2. If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

- 2.1 We will inform you as soon as is reasonably possible;
- 2.2 We will take all reasonable steps to minimise the delay;
- 2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract)

will be suspended and any time limits that We are bound by will be extended accordingly;

2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Content as necessary;

2.5 If the event outside of Our control continues for more than one month We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 calendar days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription;

2.6 If an event outside of Our control occurs and continues for more than one month and you wish to cancel the Contract as a result, you may do so in any way you wish. If you would prefer to contact Us directly to cancel, please use the following details:

Email: [slepppsychologist@proton.me](mailto:slepppsychologist@proton.me)

In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 calendar days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription.

#### **14. Communication and Contact Details**

1. If you wish to contact Us with general questions or complaints, you may contact Us by email at [slepppsychologist@proton.me](mailto:slepppsychologist@proton.me)
2. For matters relating to the Content or your Subscription, please contact Us by email: [slepppsychologist@proton.me](mailto:slepppsychologist@proton.me)

#### **15. How We Use Your Personal Information (Data Protection)**

1. All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your data privacy rights.
2. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy.

## **16. Other Important Terms**

1. We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
2. You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
3. The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
4. If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
5. No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
6. We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them.

## **17. Law and Jurisdiction**

1. These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
2. Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.