

E-learning Policy



E-LEARNING TERMS AND CONDITIONS

These terms and conditions govern the way in which we supply products to you, including any eLearning courses.

Please read these terms carefully before you submit your order to us. 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.

ABOUT US & CONTACTING US

We are Soul Awakening Academy Limited, a company registered in England and Wales with company number 11119126 and registered office at 33 Thingwall Road, Thingwall Road, Irby, Wirral, United Kingdom, CH61 3UE.

You can contact us on +44 (0) 7818 728056 or by writing to us at:

33 Thingwall Road,

Thingwall Road,

Irby,

Wirral,

United Kingdom,

CH61 3UE.

GRANT OF LICENCE

In consideration of your payment, we hereby grant you a licence to use the purchased eLearning courses (“the Products”). 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 or be used without express permission and is not to be used for business purposes.

GENERAL

We develop, distribute and maintain the Products and will also provide you with log in details. We will also manage your access to the Products and provide support to you, where necessary.

You shall not copy, modify, transmit, distribute or in any way exploit the Products or any other copyrighted materials provided other than for your individual training. 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.

ACCESS TO MATERIALS

The starting date of your access to the Product(s) is deemed to be the date of purchase and will be available to you for 2 years. It is the responsibility of the student to ensure that all course content has been completed within the allocated time period. If you do not think this will be possible, then extensions of time are available for purchase at an additional cost.

We will take all commercially reasonable steps to provide you with uninterrupted access to the Products. 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 an unduly burdensome use or expenditure of time, resources, personnel or money.

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

Where your access to the Products is restricted for any of the above reasons, we may provide you with a free extension of time at our sole discretion.

PRICING & PAYMENT

We use third party payment providers, depending on the way in which you make payments such as - [Stripe](#) and [PayPal](#). Payment for the Products must be made at the point of purchase.

You agree to provide payment for the Products in the stipulated currency which is £ sterling 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 Products.

Your payment includes the licensing of the Products for a limited period of time that is appropriate for the eLearning content. We are unable to provide a refund if you fail to complete the content within the allocated time, except at our absolute and sole discretion.

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

COURSE EXTENSIONS

Course access can be extended for a number of periods up to a year. The cost of an extension period is calculated as a percentage of the full course cost (without any discount applied) as follows:

- 1 Month = 10%
- 3 Months = 20%
- 6 Months = 30%
- 12 Months = 50%

CANCELLATION 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 at admin@soulawakeningacademy.co.uk.

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 Products is inhibited due to insufficient system requirements.

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

- 1.a) A failure to make any payment due to us; or
- 2.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 Products will be restricted.

In case you decide to cancel your purchase of a course, it can be done by contacting admin@soulawakeningacademy.co.uk

If you cancel the purchase of a course within 14 calendar days as mentioned above, we will refund you for all payments made as a part of your purchase within 14 calendar days from the day we accept that you are entitled to a refund.

Please note that if more than 10% of any module(s) of the course has been completed during the Cancellation Period, you acknowledge that you lose your right to cancel the purchase of the course and get any refund for it.

YOUR RIGHTS

This is a summary of your key legal rights. For more detailed information, you can visit www.adviceguide.org.uk or call 03454 04 05 06, or if based outside the United Kingdom, we recommend you review your local statutory rights.

Under the laws of the United Kingdom, the Products must be as described, fit for purpose and of a satisfactory quality. If the Products are 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.

INTELLECTUAL PROPERTY

All rights, title and interest in intellectual property rights relating to the Products 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 Soul Awakening Academy Limited. 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 Products 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.

LOSS OR DAMAGES

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 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 Products damage 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 Products. In no event shall we be liable for damages in excess of this sum.

OTHER 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.

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

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

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.

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