

Please read these terms and conditions carefully as they include important terms which apply to you. You should understand that by using our website and ordering any digital product or service via our website, you agree to be bound by these terms and conditions.

INTRODUCTION

We are The Sugar Flower School, based at 16 Ifield Close, Redhill, Surrey, RH1 6SW, United Kingdom and own and operate this website (otherwise referred to as “we”, “our”, “us”) in these terms and conditions.

AVAILABILITY

We always try to ensure that our website is available for you. In the event our website is unavailable at any time and for any period (for whatever reason) we shall not be liable.

USING OUR WEBSITE

We reserve the right to remove access to this website (and any digital products or services) in respect of anyone who does not comply with these terms of use.

CONTENT

Unless stated otherwise, the intellectual property rights and copyrights for all material displayed on our website (and contained in the online classes and materials accessed via our website) are owned by us. You may download and print PDF downloadable content provided with the class for your own personal, non-commercial purposes. You should not use any extracts from our website for any other purposes.

No part of our website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

With the exception of the online classes and material contained therein, the material on our website is provided on an “as is” basis, without any conditions, warranties or other terms of any kind. To the maximum extent permitted by law, we provide you with this website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have an effect with respect to our website.

THIRD PARTY WEBSITES

Links to third party websites on our website are provided solely for your convenience. By using these links, you leave our website. We do not review or control these websites and are not responsible for their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. By accessing third party websites linked to by our website, you do so entirely at your own risk.

DESCRIPTIONS

All descriptions, specifications, advertising, and overview information displayed on our website in relation to the digital products or services are issued or published for the sole purpose of giving an approximate idea of the digital products or services to be provided. They will not form part of the contract between us. The digital products and services delivered may differ in non-material respects from the information provided on our website.

We may make any change to the specification or design of the digital products or services which are required to conform to any applicable safety, statutory or regulatory requirement, or do not materially reduce their quality.

PRICES

The price(s) of the digital products and services are displayed on our website at the time you place your order. Unless stated otherwise, all prices stated on our website are inclusive of value added tax (VAT).

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PRICES

The price(s) of the digital products and services are displayed on our website at the time you place your order. Unless stated otherwise, all prices stated on our website are inclusive of value added tax (VAT).

All prices are subject to change without prior notice.

Our website contains many digital products and services and it is always possible that, despite our best efforts, some of the digital products or services listed on our website may be incorrectly priced. We will not be obliged to supply the digital product or service at the incorrect price, even if we have accepted your order.

PURCHASE OF PRODUCTS/SERVICES

Any purchase of digital products or services you make via our website will be governed by our Terms and Conditions. In such circumstances where you fail to comply with these terms no refund shall be made in respect of the products and services that are no longer accessible.

CANCELLING DIGITAL PRODUCTS/SERVICES

You may cancel an order for digital products or services within 30 days of placing your order and receive a full refund.

EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under an order that is caused by an event outside our control.

This means any act or event beyond our reasonable control, including without limitation, server failures, software failures, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

VISITOR MATERIAL AND CONDUCT

Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to this website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from our website any material that is threatening, defamatory, obscene, or similar. You must have obtained all necessary licences and/or approvals before submitting any information. We reserve the right to remove any material from the website that we consider inappropriate or unsuitable.

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting inappropriate material.

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REGISTRATION

To purchase digital products and services via our website you will need to register an account with us. Each registration is for a single user only. We do not permit you to share your username/email address and password with any other person. Responsibility for the security of any passwords issued rests with you. Information you provide to us during your registration will be dealt with in line with our Privacy Policy.

PRIVACY

Please refer to our Privacy Policy on our website for full details of how your personal information will be handled and processed by us.

LIABILITY

Save to the extent permitted by law, we exclude all liability and responsibility (including without limitation in respect of negligence) from any amount or kind of loss or damage arising out of or in connection with your use of this website.

We do not exclude or attempt to limit in any way our liability:

- for personal injury or death resulting from our negligence
- for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability; or
- for fraud or fraudulent misrepresentation.

Subject to the exclusions/limitations set out above, we shall not be liable to you for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, loss of anticipated savings, wasted third party costs, and/or loss of data, management or office time.

PAYMENT

We must receive payment in full for all the digital products and services you order before your order can be processed. Payment for the digital products and services will be taken through our third-party payment provider Stripe. Payment will be received by us upon confirmation from Stripe that the transaction has been completed. Every time you order a digital product or service from us, the terms in force at that time will apply to the contract between you and us.

PROMOTIONAL CODES AND DISCOUNTS

When you use an offer, you accept our Terms and Conditions relating to that offer (you are deemed to have accepted them and agree to be bound by them). Unless otherwise specified, promotional codes or discount offers cannot be used in conjunction with any other offer and are only valid at thesugarflowerschool.com. Any refunds will take into account the discount applied as part of the offer.

We reserve the right to decline orders where a promotion code or discount is invalid for the order being placed or is the subject of fraudulent activity. We reserve the right to withdraw a promotion or discount at any time on reasonable notice and to amend these Terms and Conditions at any time. Any revised version will be effective immediately.

ORDERING A DIGITAL PRODUCT/SERVICE

When you order a digital product or service through our website we will send you an email acknowledging your order, which will confirm the order details and information on how to access your digital product or service. A binding contract will only come into force between us once you have received this acknowledgement email.

All orders are subject to availability, and we reserve the right to reject any order for any reason. If we reject an order (for whatever reason) we will inform you as soon as possible.

COMPLAINTS

If you wish to make a complaint to us or let us know of any concerns while using this website, please do so in writing. Evidence of any faults, damages or discrepancies should be included. Any refunds will be given entirely at our discretion.

GENERAL

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you access our website.

If any provision within these terms and conditions is held by any competent authority to be invalid or unenforceable (in whole or in part) the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

These terms and conditions (including in relation to any non-contractual obligations) shall be governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the English courts.

Any rights not expressly granted in these terms and conditions are reserved.

February 2022