

## **Website usage terms and conditions**

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Amber Publications & Training Ltd (APT) relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term Amber Publications & Training Ltd or 'us' or 'we' refers to the owner of the website whose registered office is Bell Barn Road, Birmingham, B15 2AF Our company registration number is 06682626. The term 'you' refers to the user or viewer of our website.

### **The use of this website is subject to the following terms of use:**

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

### **Online Shop**

- When you purchase goods or services from this Shop, you are required to tick to acknowledge that you have read and accepted our Terms & Conditions, as shown below.
- It is very much in your best interests to read these terms in order that you are fully aware of the conditions under which you purchase. Should you have any questions or concerns, please contact APT by email; [enquiries@amberpublications.org.uk](mailto:enquiries@amberpublications.org.uk)

## **Standard Terms and Conditions**

- These terms and conditions apply to all online transactions made to APT. Please refer to Sections II and/or III below when purchasing Goods and Services online from APT. When booking a place on a Conference or Event please see Section IV below.
- APT may change these terms from time to time without notice. Changes will apply to any subsequent transactions with APT.
- These terms will be governed by and construed in accordance with English law.
- Nothing in these Conditions excludes or limits the liability of APT for death or personal injury caused by the APT's negligence, or for fraudulent misrepresentation. Subject to the preceding sentence, Condition 11 constitutes the entire financial liability of the APT (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: (i) any breach of these Conditions; and (ii) any representation, statement or negligent act or omission, including negligence arising under or in connection with the contract.
- The acknowledgement of the order and these Conditions together constitute the entire agreement between the parties relating to the contract.
- Each right or remedy of APT under the contract is without prejudice to any other right or remedy of APT whether under the contract or not.
- The contract will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the contract.

### **Section I**

#### **On-Line Payments**

- Please read these terms carefully before using the online payment facility. Using the online payment facility on this website indicates that you accept these terms. If you do not accept these terms do not use this facility. All payments are subject to the following conditions.
- Your payment will normally reach the APT account to which you are making a payment, the following working day. However, time should be allowed for processing transactions.
  1. We cannot accept liability for a payment not reaching the correct account due to you quoting an incorrect account number or incorrect personal details.
  2. Neither can we accept liability if payment is refused or declined or the credit/debit card supplier for any reason.

3. If the card supplier declines payment, APT is under no obligation to bring this fact to your attention. You should check with your supplier that payment has been deducted from your account.

4. The data that you provide during this transaction will only be used for the purpose of recording your payment. We shall abide by the principles of the Data Protection Act 1998 and ensure that the data is used for no other purposes and is disclosed to no third party, except in respect of data that it is necessary to provide to the APT's e-commerce provider. PayPal and the APT's e-commerce provider will retain some personal information so that we can access payment records in the event of queries or incomplete payment information. Any credit/debit card details given by you will not be retained in their entirety. Information will only be retained for a reasonable period and then destroyed.

5. In no event will APT be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

6. Refunds, if applicable, will only be made to the credit/debit card used for the original transaction.

## **Section II**

### **Sale of Goods**

1. In these Conditions, the Delivery Address means the address specified in the personal details you, the Buyer, have supplied.

2. The contract will be subject to these Conditions of Sale, to the exclusion of all other terms and conditions.

3. Any date specified by APT for delivery/collection of the Goods is intended to be an estimate, and delivery will be within a reasonable time.

4. If for any reason the Buyer will not accept delivery of the Goods when APT notifies the Buyer that they are ready for delivery (the time of delivery/collection), or APT is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions or the Buyer has not collected the goods from the Collection Point:-

- (i) risk in the Goods will pass to the Buyer
- (ii) the Goods will be deemed to have been delivered; and
- (iii) APT may store the Goods until delivery/collection, where upon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

5. The Goods are at the risk of the Buyer from the time of delivery/collection. Ownership of the Goods will not pass to the Buyer until APT has received cleared payment in full in respect of the Goods.

6. Unless otherwise agreed by APT in writing, the price for the Goods will be the price as displayed on the APT Shop Web Site. That price is subject to the addition of all costs or charges in relation to postage, carriage and insurance, where applicable, and payment must be received in advance in all transactions.

7. The Buyer will make all payments due, in advance, under the contract of sale, without any deduction.

8. APT confirms that (subject to the other provisions of these Conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979. APT will not be liable for a breach of this Condition unless:

- (i) the Buyer gives written notice of the defect to APT, and (if the defect is as a result of damage in transit) to the carrier, within fourteen (14) days after the time when the Buyer discovers or ought to have discovered the defect; and
- (ii) APT is given a reasonable opportunity after receiving the notice to examine the Goods, and the Buyer (if asked to do so by APT) returns the Goods to APT, at the Buyer's cost, for the examination to take place there.

9. APT will not be liable for a breach of Condition 8 if:

- (i) the Buyer makes any further use of the Goods after giving notice; or
- (ii) the defect arises because the Buyer failed to follow APT's instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (iii) the Buyer alters or repairs the Goods without the consent of APT.

10. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.

11. Subject to Condition 10:

- (i) APT's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of the contract will be limited to the price of the Goods; and
- (ii) APT will not be liable to the Buyer for loss of profit, loss of business or depletion of goodwill nor for any indirect or consequential liability, loss or damage which arises out of or in connection with the contract.

12. APT reserves the right to defer the date of delivery / collection or to cancel the contract in the case of any strike, lockout, disorder, fire, explosion, accident or stoppage of or affecting the APT's business or work which is beyond its reasonable control and which prevents or hinders the delivery of the Goods.

### **Section III**

#### **Sale of Services**

1. Unless otherwise agreed by APT in writing, the price for the Services will be the price as displayed on the APT Shop Web Site. That price is subject to the addition of all taxes costs or charges in relation to provision of the Services, where applicable, and payment must be received in advance in all transactions.

2. The Buyer will make all payments due, in advance, under the contract of sale, without any deduction.

### **Section IV**

#### **Conferences and Events**

1. Cancellation of a Conference or Event by APT. APT reserves the right to cancel a Conference or Event or any associated event at its sole discretion. In the event of such a cancellation APT will refund the value of the booking or any ticket sold upon proof of purchase. APT expressly excludes any liability for any direct or indirect losses or damages howsoever arising as a result of such cancellation and will not, for example, be responsible for any travel or accommodation costs incurred. In the event of cancellation,

APT will use reasonable endeavours to publicise the cancellation and details will be posted on the website associated with the Conference or event. Attendees are responsible for checking this information prior to the event.

**Cancellation policy:**

<b>Within 30 days of booking place</b>	A full refund will be issued.
<b>After 30 days of booking place</b>	Refund minus 15% handling charges for registration.
<b>15th January 2012</b>	No refunds will be issued after this date.

**Photo and video recording:**

Amber Publications & Training Ltd is hereby authorised to use still photographs or motion picture footage, recordings of my voice and my name for advertising, publicity, commercial or other business purposes related to Amber Publications & Training Ltd. Said photographs and/or recordings may be used singularly or in conjunction with other photographs and/or recordings.

Searchable database:

By accepting the terms & conditions you are giving APT the rights to include your paper in the BECERA searchable database.

**Contact us:**

Enquiries should be directed to Selma Manjee [s.manjee@crec.co.uk](mailto:s.manjee@crec.co.uk) or 0121 464 7233.

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