

# **Privacy & Terms and Conditions Policy**

## **Glossary of Terms:**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to 'Dosbarth'. "Party", "Parties", refers to both You and ourselves, or either You or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## **Privacy & Terms and Conditions Policy:**

This statement is made as part of Dosbarth's commitment to protecting your privacy. Only authorised Dosbarth employees within the company have access to need-to-know basis, any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. We will investigate any unauthorised actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible where necessary.

### **Confidentiality:**

We are registered under the Data Protection Act 1998 and, as such, will comply with the Act as the data controller of the information provided to us. Any information concerning the Client and their respective Client Records may be passed to third parties where express or implied consent has been given. However, Client records are regarded as confidential and therefore will not be divulged to any third party, unless legally required to do so to the appropriate authorities Clients have the right to request sight of and obtain copies of any and all Client Records we keep, upon making a subject access request. Clients are requested to retain copies of any literature issued in relation to the provision of our services.

Where appropriate, we shall issue Clients with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail without your consent. Any emails sent by this Company or any authorised third parties will only be in connection with the provision of agreed services and products.





## **Exclusions and limitations:**

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, Dosbarth:

- Excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- Excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.
- Does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

# Availability:

Unless otherwise stated, the services featured on this website are only available within the United Kingdom, or in relation to postings from the United Kingdom. All advertising is intended solely for the United Kingdom market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programmes, and text available through this site.

## Log Files:

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Information is not shared with third parties and is used only within this Company on a need-to-know basis.

## **Copyright Notice:**

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website. This Company's logo is a registered trademark owned and protected by this Company in the United Kingdom.





### **Cookies:**

Certain aspects of this site may require a visitor to permit a small text file, called a cookie, to be saved to their hard drive in order for those aspects to work appropriately. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. Cookies will also allow Google Analytics and statistics software to track which areas of the web site are accessed by a visitor, as per the description above. The website cannot function properly without these cookies.

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit <u>www.allaboutcookies.org</u>.

#### **Communication:**

We have several different e-mail addresses for different queries. These, and other contact information, can be found on our Contact Us link on our website or via Company literature or via the Company's stated telephone.

#### General:

The laws of England and Wales govern these terms and conditions. By accessing this website and/or using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply.

Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of Dosbarth.

### Notification of changes:

Dosbarth reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms.

If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change.

Yr Hen Gapel Ebeneezer, Lincoln Street, Llandysul, Ceredigion, SA44 4BS TEL/ Ffôn: 07411751875 E-mail/ Ebost: <u>contact@dosbarth.cymru</u>





Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place.

## **Prevailing Terms:**

Where these terms conflict with any terms and conditions issued by the Company or any third party in respect of a specific product or service provided by or accessed through the Company the terms relating to the specific product or service shall take precedence over these terms.

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance of the full Terms and Conditions.. Your statutory Consumer Rights are unaffected.

## **Terms and conditions: Offers and Promotions:**

From time-to-time Dosbarth may offer discounts and special promotions. These may be fixed to existing purchasers, new purchasers or both.

## 14. Terms and Conditions: Training courses and qualifications:

We need to receive your payment upon booking in order to secure your place on a course or event. We will then send you a receipted invoice. Whilst we don't want to we may be forced to refuse admission if we haven't received payment.

If circumstances change and the original delegate can no longer attend, we are very happy for you to send someone else- please phone us to let us know and we will amend our records.

If you have any questions about the Terms and Conditions, you can email karenjones@dosbarth.cymru

