
TERMS OF SALE

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Services are sold and provided by Us through this website, www.ftandconsultancy.com or any of our 3rd party platforms. Please read these Terms of Sale carefully and ensure that you understand them before ordering any Services from Our Site. You will be required to read and accept these Terms of Sale when paying for Services. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Services through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

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

“Contract”	means a contract for the purchase and sale of Services, as explained in Clause 7;
“Services”	means the services which are to be provided by Us to you as specified on our checkout page.
“We/Us/Our”	means Financial Training and Consultancy Ltd a company registered in England under 12586752, whose registered address is 27 Old Gloucester Street, London, WC1N.

2. Information About Us

2.1 Our Site, www.ftandconsultancy.com is [owned and] operated by Financial Training and Consultancy Ltd.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 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.
- 3.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that

you have read them carefully and that you understand them.

4. Age Restrictions

- 4.1 Consumers may only purchase Services through Our Site if they are at least 18 years of age.
- 4.2 [None of the Services on Our Site may be purchased by anyone under 18 years of age]

OR

5. Services, Pricing and Availability

- 5.1 We make all reasonable efforts to ensure that all general descriptions of the Services available from Us correspond to the actual Services that will be provided to you, however, please note that the exact nature of the Services may vary depending upon your individual requirements and circumstances.
- 5.2 We neither represent nor warrant that all Services will be available at all times and cannot necessarily confirm availability until confirming your payment.
- 5.3 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary.

6. Payment

- 6.1 We accept the following methods of payment on Our Site:
 - 6.1.1 PayPal.
 - 6.1.2 Debit/Credit card.
- 6.2 We do not charge any additional fees for any of the payment methods listed above.

7. Provision of the Services

- 7.1 As required by law, we will provide the Services with reasonable skill and care We will begin providing the Services when you make your payment (which We shall confirm in the payment Confirmation). Please refer to Clauses 8 and 9 for more details on your cancellation rights, including the cooling off period. We will use all reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice.

We will make every reasonable effort to provide the Services in a timely manner [and to complete them on time]. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please refer to Clause 13 for events outside of Our control.

- 7.2 In certain circumstances, for example where We encounter a technical

problem, we may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency that requires immediate action, we will inform you in advance by email before suspending or interrupting the Services.

8. Your Legal Right to Cancel (Cooling Off Period)

- 8.1 If you are a consumer, you have a legal right to a “cooling off” period within which you can cancel the Contract for any reason. This period begins once payment has been received. The period ends at the end of 14 calendar days after that date.
- 8.2 If you wish to exercise your right to cancel under this Clause 8, you must inform Us of your decision within the cooling off period. Cancellation by email is effective from the date on which you send Us your message. Please note that the cooling off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted.
- 8.3 [We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services in the future, however, please note that you are under no obligation to provide any details if you do not wish to.]
- 8.3.1 If the Services are fully performed within the 14 calendar day cooling off period, you will lose your right to cancel after the Services are complete.
- 8.3.2 If you cancel after provision of the Services has begun but is not yet complete you will still be required to pay for the Services provided up until the point at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within 14 days and in any event no later than 14 calendar days after you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Services [unless you specifically request that We make a refund using a different method].

9. Cancellation After the Legal Cancellation Period

- 9.1 Cancellation of Contracts after the 14 calendar day cooling off period has elapsed shall be subject to the specific terms governing those Services and may be subject to a minimum contract duration.
- 9.2 If you wish to cancel under this Clause 9, you must inform Us of your decision to do so. You may do so by emailing us at info@ftandconsultancy.com.
- 9.3 [We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services in the future, however, please note that

you are under no obligation to provide any details if you do not wish to.]

- 9.4 You may be entitled to cancel immediately by giving Us written notice in the following circumstances:
- 9.4.1 We breach the Contract in a material way and fail to remedy the breach within 30 days of you asking Us to do so in writing; or
 - 9.4.2 We go into liquidation or have a receiver or administrator appointed over Our assets; or
 - 9.4.3 We change these Terms of Sale to your material disadvantage; or
 - 9.4.4 We are adversely affected by an event outside of Our control [that continues for more than 30 days] (as under sub-Clause 13.2.3).
- 9.5 Eligibility for refunds may vary according to the Services ordered. You will be required to pay for Services supplied up until the point at which you inform Us that you wish to cancel (please note that this may include charges for preparatory work that We have undertaken where We have reasonably incurred costs). Such sums will be deducted from any refund due to you or, if no refund is due, we will invoice you for the relevant sums. If you are cancelling due to Our failure to comply with these Terms of Sale or the Contract, you will not be required to make any payment to Us (unless such failure is due to an event outside of Our control or is due to your failure to comply with any of your obligations).
- 9.6 Refunds under this Clause 9 will be issued to you within 14 days and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Services [unless you specifically request that We make a refund using a different method].

10. Our Rights to Cancel

- 10.1 We may cancel the Services after We have begun providing them due to an Event outside of Our control [that continues for more than 30 days] (as under sub-Clause 13.2.3), or due to the non-availability of required personnel and/or required materials necessary for the provision of the Services. In such cases, [you will only be required to pay for Services that We have already provided up until the point at which We inform you that We are cancelling the contract. Such sums will be deducted from any refund due to you or, if no refund is due, we will invoice you for the relevant sums] **OR** [no payment will be due from you and if you have already made any payment to us, such sums will be refunded to you].
- 10.2 Once We have begun providing the Services, we may cancel the Contract at any time and will give you at least 30 calendar days written notice of such cancellation. You will only be required to pay for Services that you have received. Such sums will be deducted from any refund due to you or, if no refund is due, we will invoice you for the relevant sums.
- 10.3 Refunds due under this Clause 10 will be issued to you within 14 days and in

any event no later than 14 calendar days after the day on which We inform you of the cancellation. Refunds will be made using the same payment method you used when ordering the Services [unless you specifically request that We make a refund using a different method].

10.4 We may cancel immediately by giving you written notice in the following circumstances:

10.4.1 You fail to make a payment by the due date as set out in Clause 9. This does not affect Our right to charge you interest on any overdue sums as set out in sub-Clause 9.4; or

10.4.2 You breach the contract in a material way and fail to remedy the breach within 30 days of Us asking you to do so in writing.

11. Problems with the Services and Your Legal Rights

11.1 We always use reasonable endeavours to ensure that Our Services are trouble-free. If, however, there is a problem with the Services please contact Us as soon as is reasonable possible via info@ftandconsultancy.com.

11.2 We will use reasonable endeavours to remedy problems with the Services as quickly as is reasonably possible and practical.

11.3 We will not charge you for remedying problems under this Clause 12 where the problems have been caused by Us, any of Our agents or sub-contractors, or where nobody is at fault

11.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, we will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you [unless you request an alternative method]. In addition to your legal rights relating directly to the Services, you also have remedies if We use materials that are faulty or incorrectly described.

12. Our Liability

- 12.1 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.
- 12.2 We provide Services for private use or purposes. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind [(including resale)]. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 12.3 Nothing in these Terms of Sale seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 12.4 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.

13. Events Outside of Our Control (Force Majeure)

- 13.1 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, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control
- 13.2 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:
- 13.2.1 We will inform you as soon as is reasonably possible.
- 13.2.2 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary.
- 13.2.3 If the event outside of Our control continues for more than 30 days. We may 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, no later than 14 calendar days after the date on which We inform you of the cancellation.
- 13.2.4 If an event outside of Our control occurs [and continues for more than 30 days] and you wish to cancel the Contract as a result, you may do so by emailing us at info@ftandconsultancy.com.

In each case, providing Us with your name, address, email address,

and telephone 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, no later than 14 calendar days after the date on which you inform Us that you wish to cancel.

14. Communication and Contact Details

14.1 If you wish to contact Us with general questions or complaints, you may contact Us by email at info@ftandconsultancy.com.

14.2 For matters relating to cancellations, please contact Us by email at info@ftandconsultancy.com.

15. Complaints and Feedback

15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

15.2 If you wish to complain about any aspect of your dealings with Us, please contact Us at info@ftandconsultancy.com.

16. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Policy, available from our website www.ftandconsultancy.com.

17. Other Important Terms

17.1 You may not transfer (assign) your obligations and rights under these Terms of Sale without Our express written permission.

17.2 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.

17.3 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.

17.4 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.

17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. The changes will appear on the website.

18. Law and Jurisdiction

- 18.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 18.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 21.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.