

CCS Ltd Trading as HPCFD T&Cs for purchasing on line

These terms and conditions apply to services provided by Cranial Communications Systems Ltd (hereinafter referred to as “CCS Ltd”) Trading As “The Howat Protocols of Cranial Fascial Dynamics” (hereinafter referred to as “HPCFD, “we” or “us”), a company incorporated in England and Wales with company number 03910547 with its registered offices at 99 Park Drive, Milton Park, Abingdon, Oxfordshire, United Kingdom, OX14 4RY.

You may contact us on courses@craniofascialdynamics.com and/or +44 1865 238 198.

These terms and conditions apply to the sale of any online or face to face courses and associated materials. Please read these terms and conditions carefully before making a purchasing and print a copy for your records.

By clicking on the “Accept” button for purchases on our website, you agree to the terms of this agreement. If you do not agree to these terms and conditions you must cease to continue your purchase from us.

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1. Definitions

“**Additional Online Terms and Conditions**” means any additional terms and conditions relating to a course agreed in writing by us to a particular student.

“**Additional Study Materials**” means any Online Study Materials or Physical Study Materials not included in the Course Fee.

“Confidential Information” means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the products purchased, including, without limitation, the course materials, but does not include information in the public domain.

“Courses” means the provision of online/or face to face courses and/or the course materials together with such other services as agreed from time to time and purchased by you through the website or by telephone.

“Course Fee” means the fee payable by you to CCS Ltd Trading As HPCFD for an online and face to face course but excludes any delivery charges that may be payable in relation to the delivery of course materials, if applicable, and any import duties, taxes and customs clearances which may be payable.

“Course Materials” means the materials provided by HPCFD to accompany an online or face to face course and provided as part of the purchase in hard copy or electronic form.

“Face to Face Course” means a course taught by us in a classroom setting to which you attend in person.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to confidential information and other intellectual property rights (registered or unregistered) throughout the world.

“On Demand Online Course” means the delivery by us of an online course which does not have a predetermined start date, to which you learn content remotely.

“Us” means CCS Ltd Trading as HPCFD

“We” means CCS Ltd Trading as HPCFD

“Website” means www.craniofascialdynamics.com

“You” means the individual purchasing the course.

2. Courses

2.1. A description of the course together with dates available to access the face-to-face modules will be available on our website. We will provide the course with reasonable care and skill in accordance with the description set out.

2.2. We reserve the right to vary or withdraw any of the course and accompanying material described on the website without notice.

2.3 You need to confirm that the course you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of the individual modules and completion of the full course.

3. Purchasing a course via the website

3.1. When you place an order for an any study materials or online and/or face to face course, you are offering to purchase using the on the online terms.

3.2. In order to make an online purchase you must provide the required information and pay the amount specified. You must ensure that all information provided is complete and accurate.

3.3. Once you have made your purchase you will be able to register with HPCFD for an account and log in using your user's name and password.

3.4. When you make a purchase via the website, you are offering to purchase the course on these terms and conditions. We reserve the right, in our sole and absolute discretion and without the need to give a reason, to refuse to accept an offer to purchase one or more courses. In such circumstances, no contract will arise and we will return any payment accompanying your purchase offer.

3.5. Following receipt by us of your order via the Website we will contact you confirming receipt of your order.

3.6. A legally binding agreement between us and you shall come into existence when we have:
(a) accepted your offer to purchase a course from us by sending you an email confirming the purchase; and
(b) received payment of the relevant fees from you in accordance with clause 5 below.

3.7. Where your order consists of multiple online and or face to face courses, each individual course will be treated by us as a separate offer to purchase.

3.8. You must check the details on the order confirmation email when you receive it. If there are any errors, please contact us immediately at courses@craniofascialdynamics.com

3.9. The course fee for any course at any given time and any additional delivery charges payable in relation to the delivery of course materials, if applicable, will be displayed on the Website and/or you will be notified by us.

3.10. All amounts are payable in Pounds Sterling. Any currency conversion costs or other charges incurred in making a payment shall be borne by you, and shall not be deductible from the amounts due to CCS Ltd Trading As HPCFD.

3.11. Unless otherwise specified/agreed in respect of a particular course, the course fee is payable with a one-off lump-sum payment.

4.Cancellation

4.1. Subject to clause 4.2 below, where we have accepted/confirmed the course being purchased by you and formed a legally binding agreement with you in accordance with clause 3.5 above, then you are permitted within 7 working days starting on the day after the date we have concluded our agreement in accordance with clause 3.5, to cancel your purchase.

4.2. If you have purchased an online course and have already accessed, downloaded all or part of the online course and/or started to use that online course then you shall have no right to cancel your purchase.

4.3. Notwithstanding clause 4.1 there is no other right to cancel or vary your purchase of a course and any other cancellation and/or variation of course dates will be at the entire discretion of HPCFD.

4.4. You may cancel your order by email, post or telephone within a period of 7 working days beginning on the day after the day on which the contract is concluded with you as notified by the order confirmation.

For further details of your rights under the Distance Selling Regulations you can visit your local Citizens' Advice Bureau or visit the Office of Fair Trading website.

4.5. If you cancel a course within a period of 7 working days in accordance with Clause 4.1, CCS Ltd Trading As HPCFD will deduct from any refund of your course fee, the cost of all applicable charges, including delivery charges, if applicable, paid to deliver any study materials to you.

4.6. If any physical study materials accompanying your course and, these have been dispatched to you prior to you cancelling your place on the course, then you must return them to HPCFD in a reasonable and resalable condition or you can choose to purchase these and the cost deducted from your refund. Any physical study materials returned to us will be at your own risk. You must obtain proof of postage, which you may be required to produce in the event of any query. You will be responsible for payment of any delivery charges incurred in returning the materials to HPCFD.

4.7. CCS Ltd Trading as HPCFD reserves the right to withhold payment of part or all of your course fee refund until all physical study materials, if applicable, have been returned to HPCFD or if the physical study materials are not returned in a re-saleable condition. HPCFD will deduct from any refund of part of all of your course fee the retail price of any physical study materials which cannot be returned or which are not returned in a re-saleable condition

5. Fees

5.1. The fees for the course shall be as set out on the website or as told to you over the telephone or by email at the time you made your purchase.

5.2. Unless otherwise specified at the time of purchase, the course fees are exclusive of the cost of some course materials and any delivery costs payable in respect of the delivery to you. Any extra costs, if any, will be set out in the website or told to you over the telephone or by email prior to your purchase the course.

5.3. All fees paid to CCS Ltd Trading as HPCFD, will cover all your examination and assessment fees unless any other arrangement is agreed by both parties.

5.4. Fees for the course purchased by you on the website shall be debited from your credit/debit card at the time of purchase. Fees must be paid in full prior to you being able to register and attending any online or face to face course.

5.5. Any fees charged by your debit or credit card provider in connection with your purchase are for your own account and CCS Ltd Trading as HPCFD shall not be responsible for these.

5.6. You shall be responsible for all costs you incur in connection with your access onto any online course or attendance at any face to face courses.

5.7. Once your fees are paid in full, you are required to successfully complete the online modules 1-7 before you can access the final practical face to face module 8.

6. Physical and additional Study Materials (when applicable)

6.1. Where physical study materials may accompany the online course and they are supplied by HPCFD, a delivery charge may be payable by you to us. The details of any delivery charges will be set out on the Website and/or will be notified to you by us. HPCFD will post the physical study materials to the person and address you give HPCFD at the time you make your course purchase unless you request otherwise.

6.2. When Physical Study Materials are sent to you outside of the United Kingdom, you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for customs clearance must be borne by you. HPCFD has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you order goods (including physical study materials) from us, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

6.3. Risk of damage to, or loss of, any physical study materials shall pass from HPCFD to you on delivery. Ownership of the physical study materials will pass to you on the later of receipt of payment by HPCFD in full of all sums due in respect of the physical study materials, and, delivery of the physical study materials to you.

6.4. HPCFD must be notified of any queries, complaints or incomplete or incorrect deliveries within 14 days of you receiving the physical study materials. If you do not notify HPCFD within this time period, HPCFD will not be obliged to correct your order and will not be responsible for any loss or damage suffered by you as a result.

6.5. Additional study materials may be available as an add-on to an online course. A charge may be payable for such additional study materials and the delivery of such additional study materials to you.

6.6. Any payment for additional study materials (if applicable) and any delivery charges payable in relation to the delivery, if applicable, will be accepted by the same methods as set out in Clause 3.1. above.

7. Online Course Content and Access Terms

7.1. The description of the online course on the Website and/or in any relevant brochures will set out details of the contents of the available courses.

7.2. Any additional course material course materials and/or tuition (either online, face to face or zoom) will be confirmed via email confirmation from HPCFD, unless, already set out in the description of the online course on the Website and/or in any relevant brochures.

7.3. The receipt of an online course is personal to you and you may not share or transfer your rights to access the online course or provide an online course to any other person.

7.4. You may incur charges to your internet service provider while you are accessing and/or downloading the Course Materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Course Materials. You are responsible for paying any such charges.

7.5. You acknowledge that HPCFD operates a zero-tolerance policy in relation to inappropriate behaviour of students. In particular, abusive or violent behaviour directed at HPCFD staff or other

students and unfair or dishonest practices will not be tolerated under any circumstances. HPCFD may, in its reasonable discretion and without liability or an obligation to refund any course fee, refuse to supply any online course to any student who engages in inappropriate behaviour.

7.6. We reserve the right to monitor IP addresses that are used to access the course materials and, if a student is found to be in contravention of the access rules (set out in Clauses 7.3.), we may terminate a student's access to the online course and the course material. In such circumstances, no refund will be given.

8. Limitation of liability

8.1. No part of the provision of the course shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice.

8.2. Although HPCFD aims to provide the highest standards within the industry, neither it, nor its trainers accept any liability for (i) any loss or corruption of data, (ii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

8.3. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the purchase. Subject to clause 6.5 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

8.4. Subject to clause 8.5 below, HPCFD's total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the course (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the fees received by us in connection with the relevant online course or face to face course in relation to which a dispute has arisen.

8.5. The exclusions and limitations of liability contained in the Online Terms do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

8.6. No claim may be brought more than six months after the last date on which the courses concerned have finished or ceased to be provided by us.

8.7. HPCFD is not responsible to you for any data that you lose either (a) as a result of accessing the online course or the online study materials; or (b) during completion of any online course via the Website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the online course and the online study materials; and (ii) all data that you are inputting when completing the online course.

8.8. Save as otherwise set out in this section "Limitation of liability", HPCFD maximum aggregate liability to you for any claims that you may have against HPCFD for direct loss in contract, tort or otherwise arising out of or in connection with the online terms, the online course, your use of the course materials and any technical support shall be limited to the amount of the course fee which has been paid, or is payable, by you.

8.9. HPCFD will not be held responsible for any delay or failure to comply with its obligations under the Online Terms if the delay or failure arises from any cause, which is beyond HPCFD's reasonable control. This condition does not affect your statutory rights.

8.10. Each provision in this Clause 8 shall be construed separately as between you and HPCFD. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

9. Intellectual Property

9.1. All intellectual property rights of the course materials, online courses and the speeches made by trainers at the face to face courses are, and remain, the intellectual property of HPCFD, whether adapted, written for or customised or not.

9.2. You are not authorised to: -

(i) copy, modify, reproduce, republish, sublicense, sell, upload, broadcast, post, transmit or distribute any of the course materials without prior written permission;

(ii) record on video or audio tape, relay by videophone or other means the online course or face to face courses given;

(iii) use the course materials in the provision of any other course or training whether given by us or any third-party trainer;

(iv) remove any copyright or other notice of HPCFD on the course materials;

(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the online courses.

Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any services, including but not limited to access to the online courses.

9.3. In consideration of the fees paid by you, we grant to you a limited, non-transferable, non-exclusive licence to use the course materials and the software in respect of the online course for the sole purpose of completing the online course and / or attending the face to face course.

10. Confidentiality

10.1. Each party shall keep the other party's confidential information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

10.2. Either party may disclose confidential information to its legal and other advisors for the purposes of obtaining advice from them.

10.3. This clause shall continue notwithstanding termination of these terms and conditions.

11. Termination

11.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any services with immediate effect in the event that you:

- a. fail to pay when due your fees;
- b. act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of HPCFD, lecturer who provides the face to face courses or any student who attends any face to face courses;
- c. cheat or plagiarise any work which you are required to prepare or submit in connection with the training or during any examination taken in connection with the course;
- d. steal or act in fraudulent or deceitful manner towards us or our employees or any other students who may be on our premises or attending our face to face courses;
- e. intentionally or recklessly damage our property or the property of our employees or property of the training venue or students attending our premises;
- f. are intoxicated through alcohol or illegal drugs while on our premises;
- g. commit any criminal offence committed on our premises or where the victim is our employee or student;
- h. are in breach of these terms and conditions.

11.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

12. Assignment

12.1. Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

12.2. We may assign, transfer, sub-contract any of our rights or obligations to a third party at our discretion.

13. Entire Agreement

These terms and conditions, together with the website disclaimer and course specific terms and conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

14. Force Majeure

HPCFD shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

15. Data Protection

15.1. The nature of the services provided by HPCFD means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our use of data. By purchasing the services, you agree to this use.

15.2. When you register with us you may need to provide certain data such as your contact details and demographic information. We will store this data and use it to contact you, provide you with details of the services you have purchased and otherwise as required during the normal provision of the course.

15.3. We may also use the above data, and similar data you provide us in response to surveys, to aggregate user profiles and, unless you tick on the relevant button on the registration form, provide you with communications. We will not pass any personal data onto anyone outside of HPCFD.

15.4. To enable us to monitor and improve our services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the website you visit.

15.5. We use information such as your User ID, session identifiers and password to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

15.6. If any of our services link to third party websites and we are not responsible for their data policies or procedures or their content.

15.7. HPCFD endeavour to take all reasonable steps to protect your personal data including the use of encryption technology, but cannot guarantee the security of any data you disclose. You accept the inherent security implications of being and transacting online over the internet and will not hold us responsible for any breach of security.

15.8. HPCFD may supplement the information that you provide with information we receive from third parties, such as exam registration bodies or your employer.

15.9. If you wish to change or update the data we hold about you, please e-mail courses@craniofascialdynamics.com

16. Modifications to Online Courses or Technology Enhancements

16.1. From time to time, HPCFD may make modifications or enhancements to the online courses. You will have access to such changes free of charge only to the extent that such changes relate to the online course purchased by you.

16.2. Purchase of a current online course does not entitle you to have access to future revised online courses as part of the original purchase.

17. Technical Support and Access

17.1. If you are unable to access an online course, HPCFD will use reasonable endeavours to provide a solution where HPCFD has direct control over the system, software or settings involved. If the issue lies with your hardware, systems, software or settings thereof, HPCFD may, in its discretion, provide assistance to you to help you resolve the issue but we cannot guarantee that any assistance provided will resolve your issue.

17.2. You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the Website and that technical assistance may

not be available during such periods of downtime. Further, you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.

17.3. HPCFD will use reasonable endeavours to make the online course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. HPCFD reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website.

17.4. You also accept and acknowledge that HPCFD cannot be held responsible for any delay or disruptions to your access to the online course as a result of such suspension or any of the following: (a) the operation of the internet and the world wide web, including but not limited to viruses; b) any firewall restrictions that have been placed on your network or the computer you are using to access the online course; c) failures of telecommunications links and equipment; or d) updated browser issues.

18. Warranties

18.1. HPCFD will provide the course materials in accordance with the online course description, which is set out on the Website and/or in any relevant brochures.

18.2. HPCFD expects you to take reasonable care to verify that the online course and course materials in question will meet your needs. HPCFD does not make any commitment to you that you will obtain any particular result from your use of the online course or course materials or that you will obtain any particular qualification on completion of the course (unless otherwise stated on the Website and/or in any relevant Brochures).

18.3. HPCFD does not make any representation, guarantee or commitment to you that the Online Course or Course Materials will be error free.

18.4. HPCFD does not make any commitment that the online course or course materials will be compatible with or operate with your software or hardware.

18.5. All representations, warranties and/or terms and/or commitments not expressly set out in the Online Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

19. Law and Jurisdiction

This Agreement is subject to English law and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.

20. Notices

You can contact us by any of the following methods:

Email: courses@craniofascialdynamics.com

Post: HPCFD, Oxford Chiropractic Clinic, St Luke's Hospital, Headington, Oxford, OX3 7PF

Tel: 01865 238198