



Terms and Conditions of Sale

August 2024
Strictly Confidential

These terms and conditions (“Terms”) outline the Terms under which J9 Consulting (management services) Ltd (“J9 Consulting”) supply the programmes (the “Programmes(s)”) and resources (the “Resources”) listed on our website <https://www.j9consulting.com> (“Website”) to you. This includes the Programmes listed on our Website which are be provided via online study (“Online Programmes”) and all Resources including learning materials, presentations, webinars, support and coaching (where applicable) relating to any Programmes. Please read these Terms carefully before placing an order for any of our Programmes. The Terms tell you who we are, how we will provide the Programmes and Resources to you, how you and we may change or end the contract, what to do if there is a problem and other important information. By ordering any of our Programmes, you agree to be bound by these Terms and the Terms and Policies on our Website. Please understand that if you do not accept these Terms, you will not be able to order any Programmes from our Website. Our Website provides information on the Programmes and other services offered by J9 Consulting. All Programmes advertised on this Website are provided J9 Consulting. At our sole discretion, we reserve the right to refuse orders relating to any of the Programmes advertised on the Website.

1. INFORMATION ABOUT US

1.1 www.j9consulting.com is a Website operated by J9 Consulting (“we”, “us”). J9 Consulting is a limited company registered in England and Wales under company number 06862320 and VAT number 970363221 and has its registered office at 11, Whitewater Road, Elvetham Heath, Fleet, Hampshire GU34 5EW.

1.2 You can contact us by writing to us at info@j9consulting.com or 11, Whitewater Road, Elvetham Heath, Fleet, Hampshire GU34 5EW.

1.3 We are registered as a data controller on the Data Protection Register as required by the Data Protection Act 2018 and the General Data Protection Regulation (registration number ZA680734).

2. INFORMATION ABOUT YOU

2.1 By placing an order for Programmes through our Website, you warrant that you are: (a) capable of entering into a legally binding contract; and (b) at least 18 years old.

3. REGISTRATION, PASSWORDS AND SECURITY

3.1 When you register your details on any part of the Website, you must ensure that the details provided by you on registration or on any subsequent occasion are complete and correct. You are required to inform us immediately of any changes to the information that you have provided so that we can communicate with you effectively.

3.2 If you register to use the Website you will be asked to create a username and password. You must keep this password confidential and must not disclose or share it with anyone. If you know or suspect that someone else knows your password, you should notify us by contacting info@j9consulting.com.

3.3 If we have reason to believe that there is likely to be a breach of security or misuse of the Website, we reserve the right to request that you change your password or suspend your account whilst any matters are resolved.

4. PLACING AN ORDER

4.1 When placing an order, you are required to pay the price quoted. Payment is made via PayPal.

4.2 To place an order, you must complete the sign up form and click the “pay now” button. You will be directed to login to your PayPal account to complete the transaction. Once you have completed the transaction you will receive an email from PayPal acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Programmes. All orders are subject to acceptance by us.

4.3 Once payment has been made and processed via PayPal, acceptance of your order will be confirmed by email, at which point a contract will come into existence between you and us.

4.4 If we cannot accept your order, we will inform you by email and where possible we will not charge you for the Programmes. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price description of the product, or where your payment is unsuccessful.

5. PROVISION OF PROGRAMMES AND DELIVERY OF RESOURCES

5.1 Once the order process is complete, you will receive an email with details for accessing the Programmes. We aim to fulfil your order within reasonable time of the order being placed, unless there are exceptional circumstances. If you haven't received an email within 2 hours, please contact us.

5.2 All Resources will be provided in English language only and will be available for viewing online (videos and slideshow) or for download (resources and templates).

5.3 If our supply of the Programmes or Resources are delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the delay.

Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Programmes you have paid for but not received.

6. RESOURCES

6.1 It is your responsibility to review the Resources as soon as you have received them and to inform us about any defects.

6.2 We do not make any commitment to you that the content of the Programmes will meet any specific requirements that you have and we expect you to take reasonable care to verify that the Programme in question will meet your needs. We do not make any commitment to you that you will obtain any particular qualification from your receipt of the Programme. Your success depends entirely on your own effort, motivation, commitment and follow-through. We cannot predict and we do not guarantee that you will attain a particular result and you accept and understand that results differ for each individual. Each individual's results depend on their unique background, dedication, desire, motivation, actions and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive from purchasing a Programme.

7. OUR RIGHTS TO MAKE CHANGES/SUSPEND SUPPLY

7.1 We may change a Programme: (a) to reflect the changes to the relevant syllabus and any relevant laws and regulatory requirements; and/or (b) to implement adjustments, improvements and updates.

7.2 These changes may impact the delivery, and your use of the Course as set out within Clause 6.3.

7.3 We may suspend the supply of a Programme: (a) to deal with technical problems or make minor technical changes; and (b) to update the Programmes to reflect the changes to the relevant syllabus and any relevant laws and regulatory requirements.

7.4 We will contact you to tell you when we are suspending supply of the Courses.

8. YOUR RIGHTS

8.1 You may have the right to end the contract where: (a) if you want to end the contract because of something we have done or have told you we are going to do; (b) have just changed your mind about the Programme; (c) if what you have bought is faulty or misdescribed; or (d) in all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind).

8.2 If you are ending the contract because of something we have done or are going to do we will refund you in full for any products which have not been provided. This Clause will apply where; (a) we have told you about an upcoming change to the Programmes or these Terms which you do not agree to; (b) we have told you about an error in the price or description of the Programmes you have ordered and you do not wish to proceed; (c) there is a risk that supply of the Programmes may be significantly delayed because of events outside our control; (d) we have suspended supply of the Programmes for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 90 days; or (e) you have a legal right to end the contract because of something we have done wrong.

8.3 Once you have placed an order for one of our Programmes, you may cancel the contract at any time within seven days (the "Cooling Off Period"). In this case, you will receive a full refund of the fee paid in accordance with our refunds policy below.

8.4 You accept that the Programmes and Resources are available for instant download, and as such, you accept that you lose the right under the Distance Selling Regulations to cancel your order within 14 days.

8.5 To cancel a contract, you must inform us in writing by sending a cancellation letter by Royal Mail recorded delivery to our registered office address, or by email to info@j9consulting.com.

8.6 After the Cooling Off Period has elapsed, we cannot accept cancellation of an order unless you have a statutory right to do so as set out below.

9. OUR REFUNDS POLICY

9.1 We offer a refund on all Programmes within the Cooling Off Period.

9.2 When you request a refund: (a) because you have cancelled the contract between us within the Cooling Off Period, we will process the refund due to you as soon as reasonably possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Programmes concerned in full. (b) for any other reason, if for example you claim that the Programmes or Resources are defective, we will examine the Programmes and Resources for defects and will notify you of your entitlement to any refund via email within a reasonable period of time. If a valid defect is found, you will be refunded in full.

10. PRICE AND PAYMENT

10.1 The price of any Programmes will be as quoted by us or on our Website, except in cases of obvious error. The prices on our Website include VAT. If you have purchased a Programme from a Country of origin that does not pay VAT and you have been charged VAT, please contact us. If you require a VAT receipt and have not received one as part of the order process, please contact us. Prices may be liable to change at any time. Special offer discounts are only available at the time of ordering and cannot be backdated.

10.2 It is always possible that, despite our best efforts, some of the Programmes listed on our Website may be incorrectly priced. If a Programme's correct price is higher than the price stated on our Website, we will normally, at our discretion, either contact you for instructions, or reject your order and notify you of such rejection.

10.3 We are under no obligation to provide the Programmes to you at any incorrect (lower) price, even after we have sent you a confirmation email.

11. DURATION OF PROGRAMMES

11.1 You will have access to the Resources and be required to complete your Programme within 12 months of purchase, unless otherwise stated. Any extension to this duration is down to our discretion and may incur an additional fee.

12. LIABILITY and INDEMNITY

12.1 The Programmes and Resources are provided on an "as is" basis without any warranties, representations or conditions of any kind. J9 Consulting, to the fullest extent permitted by law, disclaim all warranties, including the warranty of merchantability, non-infringement of third party rights and the warranty of fitness for a particular purpose.

J9 Consulting make no warranties about the accuracy, reliability, completeness or timeliness of the Programmes or Resources.

Programmes, Resources or this Website will not exceed the actual payment received by us from you for the Programmes.

12.3 We will not be liable in any way for any increased costs or expenses, loss of profit, data, earnings, business, contracts, revenues or expected savings or any special indirect or consequential damage whatsoever arising out of any provision or use of the Programmes, Resources or this Website or of any error or defect in them or of the performance, non-performance or delayed performance of the Programmes, Resources or this Website by us.

12.4 Notwithstanding any other terms and conditions, we do not attempt to exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for any matter which it would be illegal for us to exclude or attempt to exclude liability.

12.5 Nothing in this Clause 13 shall affect your statutory rights where you are a consumer.

13. INTELLECTUAL PROPERTY

13.1 All copyright and other intellectual property rights relating to the Programmes and any Resources are either owned by or licensed to J9 Consulting. Copying, adapting, reproducing, selling, distributing, modifying or any other use of all or any part of it without permission is strictly prohibited. Our Programmes and Resources are our property and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws.

13.2 The content in our Programmes and Resources is solely owned by or licensed to us, unless otherwise indicated. This content includes, but is not limited to, the design, layout, look, appearance, graphics of our Programmes and Resources or any other material or aspects of materials provided by us to you. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use.

13.3 If you purchase or access any of our Programmes or Resources, you will be considered our Licensee. For the avoidance of doubt, all content obtained through us is our property, and you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only. This means that you may not use our Programmes or Resources in a manner that constitutes an infringement of our rights or in a manner that has not been authorised by us.

13.4 You are being granted a limited license to use our Programmes and Resources with permission and restrictions. This means that when you purchase a Programme from our Website or otherwise, you are purchasing the limited right to use the Programme and its Resources in the form that is provided by us to you with certain conditions as specified in these Terms of Use.

13.5 You are permitted to use our Programmes and Resources as follows:

- You may download and/or print Resources for your own personal use.
- However, you are not permitted to share, sell, reprint or republish any of our Programmes or Resources, including handouts, for resale or mass reproduction purposes.

14. WRITTEN COMMUNICATIONS

14.1 When using our Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14.2 All formal notices from you are required to be sent by email or letter. A letter shall be delivered at our registered offices by recorded delivery post. If the notice is not returned as undelivered it will be deemed to have been given 3 working days after it was sent.

15. CONFIDENTIALITY

15.1 In all cases, we will only communicate with the registered account holder unless we have written permission from that account holder to speak to a third party on their behalf.

16. EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to provide the Programmes, Resources or this Website that is caused by events outside our reasonable control.

16.2 J9 Consulting is not liable for external third party costs unless stated.

17. OUR RIGHT TO VARY THE TERMS AND CONDITIONS

17.1 We have the right to revise and amend these Terms from time to time. Any such changes will be published on our Website.



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www.j9consulting.com