

tmesisltd

REGISTERED OFFICE

Lowingfold
Farley Green
Surrey
GU5 9DN

Registered in England : 3163733

Data Protection Act Registration
Number : A1052658

PHONE

+44 1483 209560

EMAIL

tom@tmesis.co

WEB

www.tmesis.co

Terms and Conditions for Tmesis Ltd

Last updated : Wednesday, 2 May 2018

1. Our website

Your use of this website and any service contained within constitutes acceptance of these Terms & Conditions.

2. Customer Information

2.1. You should always check that the contact information you provide is correct before creating a customer account or proceeding to payment.

2.2. You are responsible for maintaining your own username and password, where required to access your customer account. You should ensure that you store your username and password securely and that the details required to access your customer account are not provided to another party.

2.3. As a customer you are responsible for your customer account and actions taken within it. If you are aware or suspect that your customer account username and password or other details have become known to a third party, you should inform us immediately.

2.4. Our website is only intended for use by adults. Adults may purchase products for children as long as the products purchased are intended by the manufacturer for use or consumption by children.

3. Privacy

Tmesis Ltd takes your privacy seriously. We comply with the Data Protection Act 1998. For further details please see our Privacy Policy.

4. Product Pricing and Title

4.1. We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). The processing of an order can be cancelled or corrected by us at anytime up to the shipment of that order and any related items.

4.2. We reserve the right to alter all products pricing without notice.

4.3. Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account.

5. Your Order

5.1. When you place an order you will automatically receive a confirmation email from us to confirm your order. Your order constitutes an offer made to us to purchase the goods specified in the order.

5.2. Your offer is only accepted by us once we have emailed you to confirm the dispatch of your order.

5.3. Product items not included within the dispatch email are not included in the order and contract between you and us.

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5.4. We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

5.5. If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made against the card used at the time of purchase. No other form of refund or credit will be offered nor will a refund be made to any third party card or account.

6. Shipping and Customs Duty

6.1. All orders received by us are shipped subject to availability. This does not apply to electronic products for download.

6.2. We reserve the right to ship products at a later date (up to 28 days after purchase) where the product ordered is not in stock at the time of purchase. In this situation you will be contacted and offered a full refund instead of delivery of the product.

6.3. We cannot be held responsible for disruption to shipping caused by industrial disputes or action outside our direct control. If such disruption occurs you will be offered delivery via an alternative delivery or fulfilment company or a full refund.

6.4. If you are ordering a product from outside the UK the recipient of the product is responsible for all customs duties or tariffs incurred in the country to which the products are shipped. Furthermore your order may be subject to delay or be opened and searched by local customs authorities when entering the destination country. Please note we are unable to provide specific advice on customs duties or tariffs.

7. Cancellation Rights, Returns and Refunds

7.1. Under the Consumer Protection (Distance Selling) Regulations 2000 you have a right to cancel your purchase. However, to exercise this right you must notify us by email within 7 working days from the day after you receive your goods.

7.2. As stated above notification of cancellation must be in writing, a telephone call is not a valid cancellation.

7.3. No right of cancellation, refund or return exists under the Consumer Protection (Distance Selling) Regulations 2000 once you have used your product, unless the product is defective and you are returning it for this reason.

7.4. No right of cancellation exists for downloaded goods or "softcopy" goods to which you, the customer has instant access to or use of. This also applies to any CD's or DVD's whose seals have been broken.

7.5. Please observe the following procedure for all returns to us:

7.5.1. On the back of your delivery note or on another piece of paper, (if you no longer have your delivery note), include your order number and the reason for the return.

7.5.2. If you are returning your product because it is defective, please state the defect or defects.

7.5.3. Repackage the product in its original packaging, including any accessories, brochures, manuals, guarantees or warranties that came with the product. Unfortunately we will be unable to issue a refund where the product is in an incomplete state.

7.6. If the original packaging surrounding the product has been damaged or destroyed we will only issue a refund if the product is being returned due to a defect. If the original packaging of a defective product has been damaged or destroyed you should ensure that the returned product is adequately packed for shipment back to us.

7.7. You are responsible for paying any postage or shipping costs incurred when returning the product.

7.8. We recommend that all returns be sent by registered post, so that a record of the return is available for you.

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7.9. We will not issue refunds for any items lost or stolen in transit to us.

7.10. Where a return is lost or stolen in transit to us, you should claim compensation from the company that shipped the return.

7.11. If you fail to return a product to us, we may make arrangements to have the product collected from you. The cost of this collection will be passed on to you.

7.12. Refunds for training courses booked are under the following terms, less any unrecoverable tax, transaction and administration charges

Over 90 days - 90% of original booking fee

Over 30 days - 50% of original booking fee

Under 30 days - 0% of original booking fee, i.e. cancellation is subject to our discretion but transference to a later course may be possible

7.13. Unused products may be returned promptly by customers to the address on the left.

7.14. Subject to the above, we will refund the purchase price of a returned product within thirty days of receiving written notification of your intention to return the product.

7.15. We will also refund the cost of standard or recorded postage incurred returning a product, if incorrectly sent by us or where the product has been returned due to a defect. Please note that we will not refund any courier, overnight or express element of any delivery or postage charge, including Royal Mail Special Delivery.

8. Customer Complaints

We endeavour to respond to all customer complaints or queries within five working days.

9. Faulty Products

Where a Customer experiences a fault with a product it can be returned to Tmesis Ltd, subject to our returns policy above.

10. Events outside our control

We shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

11. License

11.1. Tmesis Ltd grants you a license to access the content, information and services contained within our website for personal use only.

11.2. This license allows you to download and cache (using your browser) individual pages from our website.

11.3. This license does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

11.4. Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

11.5. Our website cannot be placed within the frame-set of another site.

11.6. Third parties are not allowed to "deep link" to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

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11.7. The restriction on “deep linking” does not apply to affiliate and referral partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

12. Copyright

12.1. All content, databases, graphics, buttons, icons, logos, layouts and look & feel are the copyright of Tmesis Ltd, unless expressly acknowledged as otherwise.

12.2. The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

13. Reasonably Foreseeable Losses

13.1. Tmesis Ltd will be liable for any losses incurred by you due to breaches of these Terms & Conditions by us, where such losses were reasonably foreseeable at the time the contract between you and us was made.

13.2. All business, indirect or consequential losses not reasonably foreseeable at the time of the contract between you and us are excluded.

14. Severability

The foregoing paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, subparagraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

15. Waiver

Failure by Tmesis Ltd to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

16. Entire Terms & Conditions

These Terms & Conditions set out the entire agreement and understanding between you and Tmesis Ltd. We reserve the right to change these Terms & Conditions at any time, without giving notice to you.

17. Jurisdiction

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Your statutory rights are unaffected.

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Our terms and conditions have been updated in compliance with GDPR.

They can be viewed online and downloaded at:

<https://www.tomevans.co/wp-content/uploads/2018/05/Tmesis-GDPR-Privacy-Policy.pdf>