Terms and Conditions

Because it's good to know what your rights and responsibilities are.

Last updated: 07/06/2020

Review due by: 30/06/2021

Happenence

© Happenence Ltd. All Rights Reserved.

Published by Happenence Ltd.

The information in this document may not be reproduced, stored in a retrival system or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior written permission of Happenence Ltd.

Permission may well be granted, but you do have to write and ask.

Whilst best efforts have been made to assure the accuracy of the information contained in the document, at the time of writing, the reader maintains responsibility for checking any facts for themself.

For more information, please write to:

Happenence Ltd.
Brig Mill, Providence Lane,
Keighley, West Yorkshire,
United Kingdom, BD22 7QY
kate@happenence.co.uk
happenence.co.uk

Published from the United Kingdom. Yorkshire to be precise.

Introduction

Happenence Ltd is registered in England and as such is governed by the laws of England. You can read more about your rights regarding refunds in England on <u>the government website</u>. The company registration number is <u>09764252</u>.

The English version of this document is considered to have legal standing. The text of this document is also provided in Spanish however if in doubt the English version is definitive.

The aim of the company is to provide resources and education that are useful to those members of our community who are endeavouring to learn. Happenence Ltd produces digital educational resources and provides online and face-to-face teaching.

By scheduling classes or purchasing products or licences to use our resources you are entering into a contract with Happenence Ltd.

Happenence Ltd reserves the right to choose who we sell to. Additionally we reserve the right to offer products and services tailored to the needs and circumstances of our customers.

Paying for classes

Unless otherwise agreed, classes should be paid for in advance of the class or course taking place.

Classes may be paid for in Chilean pesos using the payment facilities provided on happenence.co.uk.

Classes may be paid for in euro or US dollars (from any bank account) or pound sterling (from a UK bank account) by direct bank transfer.

If you run into any difficulties with the payment process, please contact your teacher directly.

You are welcome to request a copy of your invoice at any time.

Refunds and cancellations

Digital products:

If possible, an exchange or refund will be made if you make what is deemed to be an honest mistake when placing your order (for example selecting the wrong type of class or selecting resources of a level significantly beyond or below your language ability). You will be expected to delete all copies of the digital resource that you have downloaded. The judgement of what constitutes an honest mistake will depend on your prior use of the resources or classes. The final decision resides with Happenence Ltd.

Otherwise, refunds are only offered if the product is faulty.

Access to online course material:

You have 14 days to cancel your purchase from the point of sale. However, by submitting a task on any course page you demonstrate use of the material and so cancel any right to a refund as.

Online and in-person teaching

If the teacher needs to cancel a class with less than 24 hours' notice, then the price of the class will be refunded in full. If the teacher needs to cancel a class with more than 24 hours' notice, the student will be asked to reschedule the class. If the teacher cannot reschedule the class, it will be refunded in full.

Single classes:

You have a right to cancel or reschedule an individual, scheduled class 24 hours in advance without charge.

Classes cancelled between 12 and 24 hours in advance will be charged at half the original price.

Classes cancelled with less than 12 hours notice will be charged the full price.

Happenence Ltd expects students to respect their teacher's time and as such those students who who cancel more than 2 on-line or in-person classes in the period of one month will be required to pay in full for any further cancellations given with less than 48 hours notice.

Courses:

If you pay for a series of classes and cancel a single class within that course:

With more than 24 hours notice - the class will be rescheduled.

With between 12 and 24 hours notice – half the duration of the missed class will be rescheduled. For example, if you cancelled a 60-minute class, you would lose 30 minutes of total teaching time.

With less than 12 hours, your class will not be rescheduled.

Deposits for courses will not be refunded, however in exceptional circumstances they may be exchanged for an alternative product or series of classes up to the value of the original deposit.

Late attendance:

If the teacher is late to the class then the time will be made up in full and a credit of one class will be given to the student. If the teacher is more than 5 minutes late to the class then the student has the right to immediately cancel or reschedule that class and will be given a full refund if that class has been paid for in advance.

If the student is less than 15 minutes late to the class then the class will still be considered taught and will end at its schedule time. If the student is more than 15 minutes late the class will be considered cancelled with less than 12 hours notice and the student will be obliged to pay for the class in full.

Technical difficulties for online classes:

Students are expected to check they can connect to the chosen video conference software with their microphone and video camera and resolve any issues before class begins.

Classes may be rescheduled at the discretion of Happenence Ltd where the student faces unforseen difficulties, including, but not limited to, equipment failure, network failure or environmental factors such as a power cut.

Timescales:

All refunds will be processed within 30 days of being requested.

Delivery

The arrangement for the delivery of in-person classes will be made on an individual basis and agreed between the student and the teacher prior to the first class. This agreement will include the location of the class and cover the arrangement for paying for any reasonable travel expenses that the teacher may incur.

Online classes will be delivered using Microsoft Teams, Skype, Zoom or another platform agreed between teacher and student.

Digital downloads will be provided through happenence.co.uk in the format and language stated on the relevant product page. You will need to be logged in to access your downloads. You may not share your log-in details with anybody else.

All reasonable effort will be made to maintain access to the website, however, should a problem with access arise, an alternative solution will be made so that you can access your product.

Happenence Ltd products are created and owned by Happenence Ltd. All rights are reserved unless otherwise licenced.

The right to the information bought through happenence.co.uk is a non-transferable, non-exclusive licence to access that information. The information products are licenced works.

You may:

• make copies of licenced works for your own personal use

The licenced works are only for the use of the named licence holder

You must not:

- share access to the licenced works
- share or distribute licenced works with other people or organisations
- publish licenced works or otherwise make them available to other persons
- translate, modify or adapt licenced works

A note from Catherine:

Efforts have been made to assure that this publication is error free. But errors have have a way of slipping through. If you've noticed something that you're not happy with, drop me an email at kate@happenence.co.uk.

I might be embarrased, but I'd prefer that my work was shiny and my ego bruised than the other way round.



Happenence Ltd Brig Mill, Providence Lane, Keighley, West Yorkshire, BD22 7QY

happenence.co.uk - kate@happenence.co.uk - 01535 501 003