

Terms of Business for Products - 16 June 2010

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These are the terms of business (Terms) on which Azrights ("we") provide courses, including courses held at third party venues such as the British Library ("Course"). These are also the terms on which we sell or licence products in the nature of, e-books, video tutorial systems, and contract templates ("Products") to buyers ("you").

These Terms apply until varied or replaced with new terms from time to time. We will post a copy of any revised terms on our website and on the website where you access the video tutorial and other elements of the Product with the date they were varied. The website notice will be adequate notice of the amendments for Products you access after the date on which our Terms are changed. Only changes to these Terms which are agreed by Shireen Smith in writing will be valid.

Course

When you purchase a Course from our estore or from third parties the contract will only concluded once we confirm and accept your offer by sending you a VAT invoice.

No refunds will be issued if you cancel for any reason within one week of the event. Any refunds granted on an ex gratia basis if you cancel within one week, such as where you are unable to attend due to illness or other unforeseen circumstances shall be subject to a 50% standard processing fee, or where feasible attendance at an alternative date may be suggested instead. Should you wish to cancel your booking more than one week before the scheduled event, then we will reimburse any sums paid minus our 20% standard processing fee. This does not affect your 'cooling off' rights under the Distance Selling Regulations 2000.

Disclaimer

Our Products and Courses contain useful information drawing on the opinions and ideas of its author, Shireen Smith of Azrights, who is an Intellectual Property, Internet and Technology lawyer and are intended for informational purposes only.

The information in the Products or from the Courses does not constitute legal advice for the matters it discusses. Legal advice may only be provided by a qualified professional adviser who is familiar with your individual circumstances, and who is advising you on a particular set of facts.

Specifically any contract templates included with the Products are designed to be of general application, and require tailoring to the particular requirements of your transactions. Rarely will it be appropriate to simply take such templates off the shelf and use them without adaptation to your specific circumstances. We will not be liable for how you use the templates unless you instruct us to review and approve your template before implementing it for a particular situation.

For the avoidance of doubt, your use of the Products does not in any way constitute a solicitor/client relationship. Even if a solicitor/client relationship already exists between us, our Products do not constitute advice to you on a specific problem even if it is similar to matters discussed in the Products.

You should contact us if you require such advice, because there may be some aspect of your circumstances that throws a different slant on the advice we would offer, or the options we would recommend.

Therefore, please use the Products by taking appropriate legal advice before acting on information in them, and accept that any action you do take without legal advice in reliance on this Product is entirely at your own risk.

While all attempts have been made to verify information contained in our Products, in view of human errors or changes in the law or internet technologies in the future, we expressly disclaim any and all liability or warranties, express or implied as to the accuracy or reliability of any information obtained from the Products.

All Products are provided on an 'as is' basis and we shall not be liable for any damage or losses of any kind whether direct or incidental as a result of the use or non-use of the Products. The Products do not come with supporting software and it is for you to download appropriate software and have a suitable computer to access the Products.

We recommend you check periodically to ensure you are using the most up to date edition of a Product or to find out if we have decided not to update a given Product and to discontinue it.



Agreement

By proceeding to payment you agree to these Terms. Should you not accept these Terms then do not use the Product and return it immediately for a refund.

Use of Products

We own the copyright in the Products and give you a non-exclusive and non-transferrable licence to use the Product solely for personal use but not to provide the Product or any part of it, for re-sale, re-publication or re-distribution or for free use by others. You may not translate, disassemble, decompile, reverse engineer, adapt, vary or modify the Product in any manner by any means.

No licence is provided to sell on the Product for commercial gain, nor is there a licence to adapt and sell on to others.

Order procedure

Your purchase through our e-store is an offer which we will acknowledge initially by email. Our dispatch of the VAT invoice constitutes our acceptance of the contract. It is our sole discretion whether to accept the contract and if we choose not to do so, we will cancel the payment process, and refund you in full.

Delivery

After the contract has been accepted by sending you a VAT invoice you will be sent an email with a link for you to download the Product or otherwise obtain access to it.

International Usage

The Products are for information purposes only.

Complaints

Should you have any complaints or feedback about the Products please let us know at info@azrights.co.uk. We shall endeavour to respond within 2 working days.

Returns

The Products are of a digital nature and therefore there is no automatic right of refund or cancellation after the Product has been purchased by you in accordance with Regulation 13 of the Consumer Protection (Distance Selling) Regulations 2000. However, if you are not satisfied with any Products please let us know why, and we will consider whether to offer a refund provided you contact us within 7 days of purchasing it.

brand protection, creative rights



VAT

Quoted prices are exclusive of VAT, which will be added at the point of sale.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of England, and each of the parties submits to the exclusive jurisdiction of the English courts.

Complete Agreement, and Severance

These Terms constitute the entire agreement, should any part of this contract be held to be invalid by a Court of law then such a provision shall be removed and the remainder of the contract shall remain in force.

Shireen Smith LLM

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