

TERMS & CONDITIONS: For Individuals, Schools and Educational Establishments

These terms and conditions of use set out the terms upon which you may make use of access to The Magic Link Handwriting Programme (“Magic Link Lessons”) and purchase associated Magic Link products including workbooks, DVDs and stationary (the “Products”).

Please read these terms and conditions carefully before you use the Magic Link Lessons (together, “the Magic Link Services”), as these will apply to your use. These terms and conditions will also apply to any contract between us for the sale of Products to you (the “Contract”). Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from the Magic Link Website. Please note that before placing an order you will be asked to agree to these terms and conditions. If you refuse to accept these terms and conditions, you will not be able to order any Products from Magic Link Ltd. We recommend that you print a copy of this for future reference.

By using the Magic Link Services or purchasing the Products you confirm that you accept these terms and conditions and that you agree to comply with them.

If you do not agree to these terms and conditions, you must not use the Magic Link Services or purchase the Products.

1. TERMS OF USE FOR THE MAGIC LINK LESSONS

- The Magic Link Lessons consists of 30 unique teaching video steps and accompanying workbooks.
- The Lesson Fee must be prepaid in order to receive the Magic Link Lessons.
- The Magic Link Lessons are only to be used by one student per lesson set and are not to be lent or copied in any way.
- You may cancel the Magic Link Lessons up to 14 days within days of paying the Lesson Fee.
- In the event that you cancel the Magic Link Lessons in accordance with clause (e) above, you will be refunded the Lesson Fee in respect of the Magic Link Lessons, which you have not watched.
- In the event that you wish to cancel the Magic Link Lessons and receive a refund, please send you request to info@magiclinkhandwriting.com.
- Upon cancellation all hard copies of the Magic Link Workbooks and the Magic Link DVD’s should be returned to Magic Link Limited at the address listed below at 2(b).

2. INFORMATION ABOUT US

- magiclinkhandwriting.com is a operated by Magic Link Limited.
- We are registered in England and Wales under company number 09146910 and have our registered office at 3rd Floor Premier House, 12-13 Hatton Garden, London, EC1N 8AN. Our main trading address is Hampstead Garden Suburb, North London, NW11.
- We are registered members of ACID, Anti Copying In Design.

3. SALE OF THE PRODCUTS TO CONSUMERS

If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

4. SALE OF THE PRODCUTS TO CONSUMERS BUSINESS CUSTOMERS

- If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use the Magic Link Website to purchase the Products.
- These terms and conditions constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions.
- You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement made in connection with these terms and conditions.

5. HOW THE CONTRACT FOR THE SALE OF THE PRODUCTS IS FORMED BETWEEN US

- After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described below.
- We will confirm our acceptance to you by sending you an email that confirms that the Products have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.
- If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

6. SALE OF THE PRODUCTS – YOUR CONSUMER RIGHT OR RETURN AND REFUND

This clause 6 only applies if you are a consumer.

If you are a consumer, you have a legal right to cancel a Contract during the period set out below in the table. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office. However, this cancellation right does not apply in the case of:

1. Products which have been written on after you have received them.
 2. Sealed video recordings, which have been unsealed after you have received them.
- Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we email you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract

End of the cancellation period

Your Contract is for a single Product (which is not delivered in instalments on separate days).

The end date is the end of **14 days** after the day on which you receive the Product.

Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.

Your Contract is for either of the following:

- one Product which is delivered in instalments on separate days.

The end date is **14 days** after the day on which you receive the last instalment of the Product or the last of the separate Products ordered.

Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first instalment of your Product or the first of your separate Products on 10 January and the last instalment or last separate Product on 15 January you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.

- multiple Products which are delivered on separate days.

The end date is **14 days** after the day on which you receive the first delivery of the Products.

Example: if we provide you with a Dispatch Confirmation on 1 January in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Products to arrive during the year.

Your Contract is for the regular delivery of a Product over a set period.

- To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us at info@magiclinkhandwriting.com. If you send us your cancellation notice by email, then your cancellation is effective from the date you send us the email.

- If you cancel your Contract we will:
 1. refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 2. refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method).
 3. make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
 1. if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us.
 2. if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.
- If you have returned the Products to us under this clause because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Product we may refund you in vouchers.
- If a Product has been delivered to you before you decide to cancel your Contract:
 1. then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract;
 2. unless the Product is faulty or not as described, you will be responsible for the cost of returning the Products to us.
- Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause or anything else in these terms and conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

7. DELIVERY OF THE PRODUCTS

- We will contact you with an estimated delivery date. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 11 for our responsibilities when this happens.
- Delivery of an order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.
- You own the Products once we have received payment in full, including all applicable delivery charges.

8. PRICE OF THE PRODUCTS AND DELIVERY CHARGES

- The prices of the Products will be as quoted on the Schools and Educational Establishment Price List at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see clause 8(e) for what happens if we discover an error in the price of Product(s) you ordered.
- Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the checkout process, before you confirm your order.
- The Magic Link Website contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on the Magic Link Website may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

9. HOW TO PAY

- You can only pay for Products using a debit card or credit card. Payment for the Products and all applicable delivery charges is in advance.

10. INTELLECTUAL PROPERTY RIGHTS

- We are the owner or the licensee of all intellectual property rights in the Magic Link Services, the Products and in any associated materials. Those works are protected by copyright laws and treaties around the world. All such rights are reserved and any copyright infringement will be vigorously pursued.
- Only the individual user of the Magic Link Lessons may print Magic Link Lessons PDFs for his/her personal use. None of the Magic Link Lesson material nor the Products may be duplicated for use by any other person apart from the named user.
- You must not modify the paper or digital copies of any materials you have printed off, downloaded or purchased, in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- Our status (and that of any identified contributors) as the authors of content on the Magic Link Services and the Products must always be acknowledged.
- If you print off, copy or download any part of the Magic Link Services or the Products in breach of these terms and conditions, your right to use the Magic Link Services will cease immediately and you must, at our option, return or destroy any copies of the Program materials or the Products that you have made.

11. EVENTS OUTSIDE OUR CONTROL

(a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an “Event Outside Our Control”.

(b) An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(c) If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

1. we will contact you as soon as reasonably possible to notify you; and
2. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

(d) You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

12. OUR RIGHT TO VARY THESE TERMS

- We amend these terms and conditions from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- Every time you order Products from us or use the Magic Link Services, the terms and conditions in force at the time of your order will apply to the Contract between you and us.
- If we have to revise these terms and conditions as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

13. CHANGES TO THE MAGIC LINK SERVICES

- We may update the Magic Link Website from time to time, and may change the content at any time. However, please note that any of the content on the Magic Link Website may be out of date at any given time, and we are under no obligation to update it.
- We do not guarantee that the Magic Link Services, or any content on them, will be free from errors or omissions.

14. ACCESSING THE MAGIC LINK WEBSITE

- General use of the Magic Link Website is made available free of charge.
- You are also responsible for ensuring that all persons who access to the Magic Link DVD Video lessons are aware of these terms and conditions and other applicable terms and conditions, and that they comply with them.

15. PRIVACY AND DATA POLICY

- We make a commitment to protecting your privacy and promises only to use information collected about you in accordance with the Data Protection Act 1998 and the European Directive on Privacy and Electronic Communications (2002/58/EC).
- When you register with us, we may ask you for certain information and you may submit personal data to the Magic Link Website (for example your name, email address, and post code). We may also record which parts of the Magic Link Website you are interested in as well as customer traffic patterns and site use. This information will be kept securely in accordance with our internal security policy and will only be used to provide you with an up to date, efficient, and reliable service.
- By agreeing to these terms and submitting your data you agree to this use. If you do not want us to collect or process your personal data, please do not submit it and if you have or you believe that we have data about you that is incorrect please write tinfo@magiclinkhandwriting.com and the information will be corrected as soon as possible or removed from our database as you request.
- From time to time we may also monitor and record telephone calls for training purposes and to improve the service to you.
- We will never collect sensitive information about you without your explicit consent. An example of sensitive information would be your religion or a medical condition.
- From time to time we may want to share this data with other reputable companies both within and outside the European Union. We may also use the information or parts of it to occasionally broadcast it or notify you about Magic Link events or related activities that you may find useful. We will not send you any marketing emails or pass your information on to third parties unless you give us your consent, unless we have it already.

17. YOUR PRIVACY

- If you have any questions or comments about privacy or our privacy policy, or if you already have submitted information that you do not wish us to have or if you think that we have cookies or data about you that you don't want us to use or that is incorrect please contact us at info@magiclinkhandwriting.com and the information will be corrected as soon as possible or removed from our database as you request.
- We have dispute resolution mechanisms. If you think it has not followed this privacy policy in some way, they can help you resolve your concern.

18. NO RELIANCE ON INFORMATION

- The content on the Magic Link Services is provided for general information only. It is not intended to amount to advice on which you should rely and you must obtain professional or specialist advice before taking, or refraining from, any action on the basis of its content.
- Although we make reasonable efforts to update the information provided under the Magic Link Services, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up-to-date.

20. LIMITATION OF OUR LIABILITY

- Nothing in these terms and conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Magic Link Services or any content supplied through them, whether express or implied.
- We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 1. use of, or inability to use, the Magic Link Services; or
 2. use of or reliance on any content displayed by the Magic Link Services.
- We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Magic Link Website or to your downloading of any content on it, or on any website linked to it.
- We assume no responsibility for the content of websites linked on the Magic Link Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

21. LINKING TO THE MAGIC LINK WEBSITE

- You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- You must not establish a link to the Magic Link Website in any website that is not owned by you.
- The Magic Link Website must not be framed on any other site, nor may you create a link to any part of the Magic Link Website other than the home page.
- We reserve the right to withdraw linking permission without notice.
- If you wish to make any use of content on the Magic Link Website other than that set out above, please contact info@magiclinkhandwriting.com.

23. THIRD PARTY LINKS AND RESOURCES IN THE MAGIC LINK WEBSITE

- Where the Magic Link Website contains links to other sites and resources provided by third parties, these links are provided for your information only.
- We have no control over the contents of those sites or resources.

24. TRADE MARKS

“The Magic Link Handwriting Programme”, “Magic Link Handwriting” and the Magic Link Handwriting device are registered UK trade marks of Magic Link Limited.

25. OTHER IMPORTANT TERMS

- (a) We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these terms and conditions.
- (b) You may only transfer your rights or your obligations under these terms and conditions to another person if we agree in writing.
- (c) This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- (d) Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- (e) If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

26. APPLICABLE LAW AND DISPUTES

- (a) **If you are a consumer**, please note that these terms and conditions are governed by English law. This means a contract for the purchase of the Products or the supply of the Magic Link Services through the Magic Link Website and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- (b) **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- (c) **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

27. CONTACT US

To contact us, including in the event of a complaint, please email info@magiclinkhandwriting.com.

Thank you for using the Magic Link Services.