

E-learning Terms and Conditions

These terms apply when you purchase any of our products from our website. Please read them carefully before you place any orders on our website, as they set out important information about your and our rights and obligations.

You must agree to these terms before you place your order.

Your attention is particularly drawn to clause 15 (Our Responsibility to you) of these terms, which sets out important limits and exclusions of our liability to you.

1. Who we are

1.1. We are **Tom Woodward Learning** located at 16 Maidenway Road, PAIGNTON, Devon, TQ3 2QQ, GB

2. How to contact us

2.1. You can contact us by sending an email to support@tomwoodwardlearning.com.

3. About these terms

3.1. Any reference to 'we', 'us', or 'our' in these terms is to Tom Woodward Learning and any reference to 'you' or 'your' is to the person placing an order on our website.

3.2. We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

3.3. Please print or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you.

3.4. Your use of our website is governed by our Terms and Conditions.

4. Orders

4.1. Please check your order carefully and correct any errors before you submit it to us.

4.2. Your order is an offer of the product from us on these terms. Confirmation that your order has been successfully submitted does not mean that your order has been accepted by us.

4.3. Acceptance of your order by us takes place when we send you confirmation of allocation of the product to you on our learning management platform (tomwoodwardlearning.anewspring.com), at which point a legally binding contract is formed between you and us on these terms.

4.4. If we do not accept your order, for example because we have been unable to take payment, the product is unavailable, or there has been a mistake regarding the pricing or description of the product, we will email you using the details you provided when you placed your order and provide you with a refund if payment has

already been taken. We have the right to reject any order for any reason.

5. Availability

- 5.1. We cannot guarantee that product will be available at any given time, or that access to the product will be uninterrupted, error free, or secure. For example, access to the product may be temporarily unavailable while we carry out maintenance or for other technical reasons.
- 5.2. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop providing the product. If this happens and it affects your order, we will notify you by email, cancel your order, and provide you with a full refund if payment has already been taken but the product has not been used.

6. Making changes to your order

- 6.1. If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

7. Descriptions and technical requirements

- 7.1. Descriptions of all our products are set out on our website tomwoodwardlearning.com
- 7.2. To use some of our products your device will need to comply with certain minimum technical requirements set out [here](#). Please read these carefully as you are responsible for making sure that your device meets these requirements.
- 7.3. You will need internet access to use some of our products and you are responsible for any charges you may incur in connection with that.
- 7.4. We are not liable to you if you are unable to use the product due to a poor internet connection, because your device does not meet the minimum technical requirements, or for any other reason outside of our reasonable control.

8. Permission to use the products

- 8.1. We give you a licence to use the product provided you follow all the rules in these terms. The licence starts when you sign in to the learning platform the product is hosted on.
- 8.2. The licence is for your personal and domestic use only. You must not use the product for commercial, business or resale purposes unless we agree in writing that you may.
- 8.3. You do not own the product or any of its contents, but you may use it as set out in these terms. You are not allowed to pretend that the product content is your own

or make it available to others to download or use it.

- 8.4. You must not conceal, change or remove any markings which show who owns the product such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.
- 8.5. If you do not comply with any term in this clause 8, we have the right to end our contract with you immediately by sending an email to the address you provided when you placed your order.
- 8.6. If we end our contract with you in accordance with clause 8.5:
 - 8.6.1. You will not be entitled to a refund;
 - 8.6.2. You must immediately stop using the product;
 - 8.6.3. We may remotely block your access to the product;
 - 8.6.4. You must delete or remove the product from any devices; and
 - 8.6.5. We may delete or suspend access to your account.

9. Prices

- 9.1. Prices for our products are set out on our website. All prices are in pounds sterling (£) (GBP) and include VAT at the applicable rate.
- 9.2. Prices for our products may change at any time.
- 9.3. Access to the product will be for one year only unless otherwise stated.
- 9.4. If there has been an error on the website regarding the pricing of the product and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order and get a full refund. If we are unable to contact you, we will treat the order as cancelled and notify you by email.
- 9.5. We may offer auto-renewal on some of our products. When you make your initial purchase of that type of product, you will have the option to opt out of auto-renewal. If you do not opt out, we will automatically take the renewal payment from you at the end of each term. We will remind you before your auto-renewal is about to happen and you can tell us that you do not wish to renew before we take your renewal payment from you.

10. Payment

- 10.1. We accept all major credit cards and debit cards. All credit card and debit card payments need to be authorised by the relevant card issuer.
- 10.2. We will take payment from your card when you place your order.
- 10.3. You will be invoiced by Tom Woodward Learning.
- 10.4. Payment for the product will be taken through our secure, third-party payment provider. We will make it clear to you who our payment provider is when you place your order. We will receive payment when our provider confirms that the transaction has been completed.

11. How to access our products

- 11.1. Where appropriate, you should be able to access the product by following the link/s displayed in the email confirming that a place has been allocated to you.

12. Your right to cancel

- 12.1. You may cancel any order for the product you have purchased within 14 days of placing an order by emailing us with your request at support@tomwoodwardlearning.com. You will receive a refund within 14 days of your request providing you have not accessed or used the product.
- 12.2. We consider that a product has been accessed when you have started the online course or have downloaded any content that is part of the product you have paid for.
- 12.3. We will provide you with a full refund as soon as possible and no later than 14 days after the day on which you told us that you want to cancel.
- 12.4. We will issue your refund to the same payment method you used when you placed your order.
- 12.5. If you are not happy with the product(s) because for example you believe the product differs from what is stated on our website or because you can't access the product, please contact us so we can try to put things right. If you are still unhappy with the product, we will consider your refund request in accordance with your consumer rights including the Consumer Contracts Regulations.
- 12.6. Your rights to cancel and your rights to receive a refund may differ if you used a promotional code or other offer. Further details will be set out with the relevant offer.

13. Faulty Products

- 13.1. The product that we provide to you must be as described, fit for purpose, and of satisfactory quality.
- 13.2. If your product is faulty, you are entitled to a repair or a replacement.
- 13.3. If the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience to you, you can get some, or all, of your money back.
- 13.4. This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 12 above. For more detailed information on your rights, visit the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133.
- 13.5. If there is a problem with your product, please contact us as soon as reasonably possible.

14. Events beyond our control

- 14.1. We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

15. Our responsibility to you

- 15.1. If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur, or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 15.2. We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 15.3. Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

16. Your information

- 16.1. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available [here](#), which explains what information we collect and hold about you, and how we collect, store, use and share such information.

17. No third-party rights

- 17.1. No one other than us or you have any right to enforce any of these terms.

18. Transfer of rights

- 18.1. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer by posting a notification on our website and make sure that your rights are not adversely affected as a result.
- 18.2. You are not allowed to transfer your rights under these terms to anyone without our prior written consent.

19. Governing law and jurisdiction

- 19.1. The laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 19.2. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

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