

Online Terms and Conditions

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information and are an integral part of the course specific [Terms and Conditions](#) you must agree to prior to enrolment on any of our courses. We have separate Cookie, Acceptable Use and Privacy Policies which also form part of our Terms and Conditions, which for ease of use have been covered in separate documents and are available from our website at <http://www.sofst.org>.

General terms and conditions

This site is owned and operated by School of Stitched Textiles Ltd of Eccles Farm, Eccles Lane, Bispham Green, Ormskirk, Lancashire L403SD. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at info@sofst.org or 01257 463163.

1. The contract between us

We must receive payment of the whole of the price for the services that you order before your order can be accepted. Payment of the price for the services represents an offer on your part to purchase the services, which will be accepted by us only when a confirmation of acceptance is sent by us. Only at this point is a legally binding contract created between us.

2. Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to School of Stitched Textiles Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

4. Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

5. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. Changes to our site

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

7. Accessing our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

[Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.]

8. Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@sofst.org

9. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded 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 our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. No reliance on information

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

11. Limitation of our liability

Nothing in these terms of use 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 our site or any content on it, 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:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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 our site 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 our site. 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.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our Terms and conditions of supply

12. Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. [If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.]

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of the Site] a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

13. Rights you licence

When you upload or post content to our site, you grant the following licenses:

- A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by our site and across different media and to promote the site or services; and
- A worldwide, non-exclusive, royalty-free, transferable licence to allow third parties to use the content for their purposes.

We will only ever use your materials to carry out your instructions to us – unless, very exceptionally, a court or other regulator orders us to disclose them.

14. Viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

15. Linking to our site

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 our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy [INSERT AS LINK TO ACCEPTABLE USE POLICY].

If you wish to make any use of content on our site other than that set out above, please contact [INSERT EMAIL ADDRESS].

Third party links and resources in our site

Where our site 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.

16. Applicable law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are 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 resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

17. Availability

The services will be provided within an agreed timescale, and time is not of the essence of the contract.

18. Ordering errors

You are able to correct errors on your order up to the point on which you click on “submit” **during the ordering process.**

19. Price

The prices payable for services that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

20. Payment terms

We will take payment upon receipt of your order from your credit or debit card. We accept no liability if our services are delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the services from you, then we can refuse to process your order and/or suspend any further services. This does not affect any other rights we may have.

21. Cancellation rights

21.1 Where you are a consumer as defined in *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and 2015* you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (unless we have begun the services within the Cancellation Period in accordance with clause 21.5)

21.2 *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and 2015* do not apply if the services you have ordered are of a gambling, banking, credit, insurance, personal pension, investment or payment nature.

21.3 In accordance with *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and 2015* you cannot cancel your contract if the services you have ordered are passenger transport services, services (other than the supply of water, gas, electricity or heating) for which the price is dependent on fluctuations in the financial market, urgent repairs or maintenance where you have specifically requested a visit, accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities (if the contract provides for a specific date or period of performance).

21.4 Should you wish to cancel your order, you can use the cancellation form provided [HERE](#), for up to 14 days after you have received your course materials, or alternatively you can notify us by any other clear statement. If you continue with the course after the cancellation period, then the contract lasts for the stated course life – see individual course information for this timeframe, or a proportionate time if the course has not been paid for in full.

21.5 If you require us to begin the services within the Cancellation Period we require you to make an express request to do so. In such cases, your right to cancel continues until either the end of the Cancellation Period, or the completion of the services, whichever is the earlier. If you cancel during the Cancellation Period we may charge you for any services provided up until the point when we receive your cancellation notice, and will provide a partial and proportionate refund accordingly. Your right to cancel the services will no longer apply once the services have been fully performed.

22. Cancellation by us

22.1 We reserve the right not to process your order if:

22.1.1 We have insufficient staff or resources to deliver the services you have ordered;

22.1.2 We do not provide services to your area; or

22.1.3 One or more of the services you ordered was listed at an incorrect price due to a typographical error.

22.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

23. If there is a problem with the services

23.1 If you have any questions or complaints about the services please contact us. You can do so at School of Stitched Textiles Ltd of Eccles Farm, Eccles Lane, Bispham Green, Ormskirk, Lancashire L403SD email info@sofst.org or phone 01257 463163.

23.2 We are under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2013 and 2015 (the Act).

24. Liability

24.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

24.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

24.3 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

25. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at (School of Stitched Textiles Ltd of Eccles Farm, Eccles Lane, Bispham Green, Ormskirk, Lancashire L403SD) and all notices from us to you will be displayed on our website from time to time.

26. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

27. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English

28. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

You acknowledge and agree to be bound by the terms of our privacy policy

29. Privacy Policy

You acknowledge and agree to be bound by the terms of our privacy policy

30. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

31. Complaints

If a student believes they have reason for complaint about SST, administrators, tutors or assessment or work, then they need to contact us in the first instance and verbally outline what the issue is to allow for a discussion to take place which would generally resolve the matter. If, however, they still subsequently feel the issue has not been addressed to their satisfaction, there is a formal, written complaints process which requires the issue being documented by the student and forwarded to SST by letter and a formal response will be made by SST within three weeks of receipt. If the matter is still not resolved, then the complaint will be dealt with in the second instance by the Head of Centre personally