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3

5.2. For some of our products and services, we can only accept changes if you request them within 24 hours of placing your order. We will tell you when this applies but in any event you should let us know as soon as possible after you place your order if you require any changes to be made. ....

3

6. OUR RIGHTS TO MAKE CHANGES.....

3

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3

(a) to reflect changes in relevant laws and regulatory requirements, for example by implementing social distancing or remote delivery contingencies where possible; .....

3

(b) to make changes to comply with laws, or to avoid breaking them or to modify or remove offensive or otherwise unacceptable content as set out in our Acceptable Use Policy. ....

3

(c) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product or service. ....

3

6.2. More significant changes to the products, services and these terms. In addition, as we informed you in the description of the product on our website, we may make the following changes to the product, service or these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received: .....

3

(a) Any material increase in price .....

3

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4

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4

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4

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4

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4

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4

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- 4
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4
  - (c) If the products are ongoing services or a subscription to receive goods or digital content. We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable, for example the Enchantica’s Academy Website membership Subscription) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.....  
4
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4
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4
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4
- 7.4. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received. ....  
4
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5
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5
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- we may end the contract and clause 10.2 will apply. ....  
5
- 7.8. Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:.....  
5
- (a) we have refused to deliver the goods; .....  
5
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or.....  
5
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.....  
5
- 7.9. Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline. ....  
5
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5
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6
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6
- 7.13. What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, your billing or delivery address or your payment information or other important information we would reasonably need to know in advance depending on the services. If so, this will have been stated in the description of the product or service on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if

this is caused by you not giving us the information we need within a reasonable time of us asking for it. ....

6

7.14. Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:.....

6

(a) deal with technical problems or make minor technical changes;.....

6

(b) update the product to reflect changes in relevant laws and regulatory requirements;.....

6

(c) make changes to the product as requested by you or notified by us to you (see clause 6);.....

6

(d) where the information you've provided is insufficient to the extent that we don't consider that we can reasonably provide the thing you've asked us to do or provide or where to do so might put us at risk of breaking a law or offending someone or otherwise in breach of our Acceptable Use Policy. If we have time to then we will try to contact you to get the information we need but we may not be able to do this within the price/cost you've paid for our products and services and where this is the case we will suspend the supply pending your response. ....

6

7.15. Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 30 days in any rolling 6 month period we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract. ....

7

7.16. We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 12.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.5).

7

8. YOUR RIGHTS TO END THE CONTRACT .....

7

8.1. You can always end your contract with us. Your rights when you end the contract including whether or not you are due any refund will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract. Whilst you can't simply say "I didn't like it I want a refund" you can get a refund or a partial refund in some circumstances, such as:.....

7

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get a product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11; .....  
7
  - (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2; .....  
7
  - (c) If you have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods. Please note that the cooling off period does not apply to digital content where you've had immediately available access to it;.....  
8
  - (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6. ....  
8
- 8.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products, goods or affected parts of any services which have not been provided. The reasons are: ....  
8
- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2); .....  
8
  - (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;.....  
8
  - (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;.....  
8
  - (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or.....  
8
  - (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.8). ....  
8
- 8.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.....  
8
- 8.4. When you don't have the right to change your mind. You do not have a right to change your mind in respect of: .....  
8
- (a) digital products after you have started to download or stream these;  
8
  - (b) services, once these have been completed, even if the cancellation period is still running; .....  
8

- (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; .....  
8
- (d) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them;  
9
- (e) any products which become mixed inseparably with other items after their delivery; and .....  
9
- (f) Any personalised or tailored goods or services, including personalised messages contained within our products and content.  
9

8.5. How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered. ....  
9

(a) Have you bought services (for example, a ticket to attend one of our workshops)? If so, you may have 14 days after the day we email you to confirm we accept your order to change your mind, unless you have made a reservation for a particular date or dates in which case you may not have this right. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. ....  
9

(b) Have you booked services for a specific date or period? If so then you do not have a cooling off period. If you wish to request cancellation of these kinds of reservations please contact us. If your request is within 24 hours of booking and more than 7 days before the start date of the course, class or event we will refund your booking or offer you a credit for a future service. If your request is less than 7 days before the course, class or event start date please notify us as soon as possible and we will endeavour to find someone to take your place if successful we will offer you a credit for a future service. The more notice you can give us of your request to cancel these services the better chance we can find someone to take your place. If we can't find a replacement, we won't provide any refund to you. ....  
9

(c) Have you bought digital content for download or streaming (for example, The Enchantica's Academy Website membership)? if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind and the 14 day cooling off period will not apply. ....  
9

(d) Have you bought goods (for example, an Enchantica toy)?, if so you have 14 days after the day you (or someone you nominate) receives the goods, unless:.....  
10

(i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods. ....



10

- (ii) Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.....

10

8.6. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, you just might not get a refund. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The relevant contract termination notice will not take effect until 1 calendar month after the day on which you contact us, and termination then takes effect from the end of your current billing period. For example, if you cancel an annual subscription, if you serve notice to terminate more than 30 days in advance of the end of that subscription period then it will come to an end at the expiry of the then current subscription period. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end a contract for the ongoing supply of products on 4 February we will continue to supply the products until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.....

10

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND) .....

10

9.1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following: .....

10

(a) Email. Contact us by email us at [hello@enchanticas.com](mailto:hello@enchanticas.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.....

10

(b) By post. Simply write to us at Enchantica's, Unit 9 Beech Ave Business Park, Harrogate, North Yorkshire, HG2 8DS, United Kingdom, including details of what you bought, when you ordered or received it and your name and address.....

11

9.2. Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Enchantica's, Unit 9 Beech Ave Business Park, Harrogate, North Yorkshire, HG2 8DS, United Kingdom, or (if they are not suitable for posting) allow us to collect them from you. Please email us at [hello@enchanticas.com](mailto:hello@enchanticas.com) for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.....

11

- 9.3. When we will pay the costs of return. We will pay the costs of return:  
11
- (a) if the products are faulty or misdescribed; .....  
11
  - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or.....  
11
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- 9.5. How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below. ....  
11
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11
- (a) We may reduce your refund of the price (excluding delivery costs) 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.  
11
  - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option. ....  
12
  - (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. ....  
12
- 9.7. When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then: .....  
12
- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from 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. For information about how to return a product to us, see clause 9.2. ....

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		12
	(b)	you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your address or updated or correct payment information; .....
		12
	(c)	you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; .....
		12
	(d)	you do not, within a reasonable time, allow us access to your premises to supply the services; or.....
		12
	10.2.	You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we may refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract depending on the date on which we end the contract, as compensation for the net costs we will incur as a result of your breaking the contract. ....
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	11.2.	Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.
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collect them from you. We will pay the costs of postage or collection. Please email us at hello@enchanticas.com for a return label or to arrange collection. ....  
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12. PRICE AND PAYMENT.....  
15

12.1. Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order. ....  
15

12.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect. ....  
15

12.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.....  
15

12.4. When you must pay and how you must pay. We accept payment from the providers we list on our website, using Stripe Inc as a payments processor. When you must pay depends on what product you are buying: .....  
15

(a) For goods, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.....  
15

(b) For digital content, you must pay for the products before you download or stream/access them. ....  
15

(c) For services, except as we might otherwise agreed with you in writing, you must make an advance payment in full of the price of the services, before we start providing them.....  
15

12.5. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank (UK) Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.....  
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- 12.6. What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date. ....  
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13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU .....  
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- 13.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.  
16
- 13.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 11.2; and for defective products under the Consumer Protection Act 1987. ....  
16
- 13.3. Liability for Personal Injury. You acknowledge and accept that by participating in any physical activity, there is some degree of physical risk. We exclude all liability, as far as legally allowed, for injuries sustained during the performance of the activities that we demonstrate in our videos. You should ensure that your children are supervised at all times by a responsible adult to ensure that instructions are followed and you should stop the exercise if at any point you think there might be a danger to any participant.....  
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- 13.4. When we are liable for damage to your property. We are not liable for any damage to your property that occurs whilst you are performing any movements or activities demonstrated in Enchantica's events. You should always ensure that the activities are carried out in a suitably sized and safe space.....  
16
- 13.5. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us. ....  
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- 13.6. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. ....

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	14.1.	You are only allowed to use our digital goods, including Enchantica’s Website membership, for your private and personal (non-commercial) use only. This would normally include family members within your household unless stated otherwise. ....
		17
	14.2.	For the avoidance of doubt Enchantica’s and its licensors retain all right, title and ownership of the digital content you see on our site. You may not re-distribute, copy or in any way publish or make available the Enchantica’s Academy Website membership content in any way not permitted by this Agreement. This includes posting the Enchantica’s Website membership content directly onto social media or the internet whether publicly or in private. You may to a limited extent post videos or pictures of your children performing the skills whilst watching the Enchantica’s Website membership content but only if the Enchantica’s Website membership content is only incidentally or peripherally featured in your video or picture. If you are in doubt about whether a post of yours might break this agreement, you should send it to us for our prior approval before you post it by contacting us at: <a href="mailto:hello@enchanticas.com">hello@enchanticas.com</a> .....
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	14.3.	You may allow your own children, or those under your legal care (for example: as legal guardian), to watch and enjoy the Enchantica’s Academy Website membership videos. Except as expressly agreed with you in writing, you may allow Enchantica’s Website membership videos to be viewed by the friends of your children whilst they are in your home, but not more than one friend at a time unless you have a licence to play content to more than 2 children in the same setting. ....
		17
	14.4.	If you use or make available our digital goods and content to any other people, for example where you play the Enchantica’s Academy Website membership to a large group of people or where you give your log in details to someone other than yourself, you may be liable to us for our loss of income arising out of the sale we might otherwise have made had those people entered into a subscription with us. Similarly, if you sell our products, content or services on to others without our permission then we will be entitled to any money you receive and you may still be liable to use for additional sums of money in the form of damages. ....
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15.	HOW WE MAY USE YOUR PERSONAL INFORMATION.....	18
16.	OTHER IMPORTANT TERMS.....	18
	16.1.	We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided. ....
		18

- 16.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we believe that you may still have access to Enchantica's website membership. or that you may be extending the number of people who can access the Enchantica's website membership where such persons would otherwise be required to purchase a Enchantica's website membership Subscription of their own. ....  
18
- 16.3. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms. ....  
18
- 16.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.....  
18
- 16.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.....  
19
- 16.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. ....  
19
- 16.7. Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you agree the we will attempt Mediation to try to resolve our dispute. We will advise you as to the details of such Mediation in the event that this is required. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform, ....  
19

Schedule 1 - Cancellation Form .....  
19

## **OUR TERMS**

### **1. THESE TERMS**

- 1.1. What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content provided via our website at [www.enchanticas.com](http://www.enchanticas.com) or in person via one of our workshops.
- 1.2. Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1. Who we are. We are Fantasy Kids Clubs Limited trading as Enchantica's a company registered in England and Wales. Our company registration number is 07447529 and our registered office is at Unit 9 Unit 9, Beech Avenue Business Park, Beech Avenue, Harrogate, North Yorkshire, England, HG2 8DS.
- 2.2. How to contact us. You can contact us by telephoning our customer service team by writing to us at [hello@enchanticas.com](mailto:hello@enchanticas.com) or by post to Unit 9 Unit 9, Beech Avenue Business Park, Beech Avenue, Harrogate, North Yorkshire, England, HG2 8DS.
- 2.3. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

### **3. OUR CONTRACT WITH YOU**

- 3.1. How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2. If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product or service. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or service or because we are unable to meet a delivery deadline you have specified.



- 3.3. Your order or ticket number. We will assign a number to your order and tell you what it is when we accept your order. It will help us if you can tell us the reference number whenever you contact us about your order.
- 3.4. We only provide services to the UK. Our website is solely for the promotion of our products in the UK.
- 3.5. Enchantica's Academy Website membership. When you purchase the Enchantica's Academy Website membership Subscription, we grant you a limited personal and non-transferable license to use and stream the content for your own private household use for the duration of your Subscription. The Subscription price is set out on our website and will be confirmed to you during the ordering process and in your confirmation email. When you purchase a Subscription to Enchantica's Academy Website your license will run for 12 months from the date of purchase, and thereafter this license shall renew automatically for consecutive 12 month periods until we can no longer provide the content and we terminate the agreement in accordance with these terms.

#### 4. **OUR PRODUCTS AND SERVICES**

- 4.1. Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2. Services may vary from advertisement. Whilst we endeavour to offer the service we may be unable to perform these in the format chosen. For example, an in-person or face-to-face service may be required to be delivered virtually.
- 4.3. Product packaging may vary. The packaging of the product may vary from that shown in images on our website.
- 4.4. Making sure your measurements are accurate. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.
- 4.5. Whilst we use reasonable endeavours to ensure that we provide a fun, quality service to you, our products and services including all digital content are provided as-is without any warranty, promise or guarantee that you'll enjoy them or that they will positively benefit or impact you in any way. Most of our content is aimed at delivering educational learning objectives but we cannot guarantee any specific learning outcomes. We will always do the best we can to

cater to many varying tastes, learning styles and preferences but it would be almost impossible for us to cater to everyone's specific needs or standards for the price point of the services we provide.

## 5. **YOUR RIGHTS TO MAKE CHANGES**

- 5.1. If you wish to make a change to the product or service you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product or service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).
- 5.2. For some of our products and services, we can only accept changes if you request them within 24 hours of placing your order. We will tell you when this applies but in any event you should let us know as soon as possible after you place your order if you require any changes to be made.

## 6. **OUR RIGHTS TO MAKE CHANGES**

- 6.1. Minor changes to the products or the services. We may change the product, service or digital content:
- (a) to reflect changes in relevant laws and regulatory requirements, for example by implementing social distancing or remote delivery contingencies where possible;
  - (b) to make changes to comply with laws, or to avoid breaking them or to modify or remove offensive or otherwise unacceptable content as set out in our Acceptable Use Policy.
  - (c) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product or service.
- 6.2. More significant changes to the products, services and these terms. In addition, as we informed you in the description of the product on our website, we may make the following changes to the product, service or these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:
- (a) Any material increase in price

- (b) changes to dates for delivery or provision of a service (but not a physical product)
- 6.3. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

## 7. **PROVIDING THE PRODUCTS**

- 7.1. Delivery costs. The costs of delivery will be as displayed to you on our website.
- 7.2. Price: The costs and charges will be clearly displayed during the ordering process when you make a purchase.
- 7.3. When we will provide the products:
- (a) If the products are goods. If the products are goods we will contact you with an estimated delivery date.
  - (b) If the product is a one-off purchase of digital content. We will make the digital content available for download by you as soon as we accept your order.
  - (c) If the products are ongoing services or a subscription to receive goods or digital content. We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable, for example the Enchantica's Academy Website membership Subscription) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.
  - (d) If the products are one-off services. We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.
  - (e) If the product is a one-off purchase of digital content including a personalised digital product. We will make the digital content available for download or streaming by you as soon as possible after we accept your order.
  - (f) If the products are ongoing services or a subscription to receive goods or digital content. We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.
- 7.4. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as

soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

- 7.5. If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.
- 7.6. If you do not re-arrange delivery. If, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.7. If you do not allow us access to provide services. If you do not allow us access to your property or the relevant premises under your control to perform the services as arranged (where we've made it clear we need this access and you do not have a good reason for refusing it) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 7.8. Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
  - (a) we have refused to deliver the goods;
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.9. Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.10. Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 7.8 or clause 7.9, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of

them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at [hello@enchanticas.com](mailto:hello@enchanticas.com) for a return label or to arrange collection.

- 7.11. When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.12. When you own goods. You own a product which is goods once we have received payment in full.
- 7.13. What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, your billing or delivery address or your payment information or other important information we would reasonably need to know in advance depending on the services. If so, this will have been stated in the description of the product or service on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.14. Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:
  - (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the product as requested by you or notified by us to you (see clause 6);
  - (d) where the information you've provided is insufficient to the extent that we don't consider that we can reasonably provide the thing you've asked us to do or provide or where to do so might put us at risk of breaking a law or offending someone or otherwise in breach of our Acceptable Use

Policy. If we have time to then we will try to contact you to get the information we need but we may not be able to do this within the price/cost you've paid for our products and services and where this is the case we will suspend the supply pending your response.

7.15. Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 30 days in any rolling 6 month period we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.16. We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 12.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.5).

## **8. YOUR RIGHTS TO END THE CONTRACT**

8.1. You can always end your contract with us. Your rights when you end the contract including whether or not you are due any refund will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract. Whilst you can't simply say "I didn't like it I want a refund" you can get a refund or a partial refund in some circumstances, such as:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get a product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

- (c) If you have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods. Please note that the cooling off period does not apply to digital content where you've had immediately available access to it;
  - (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.
- 8.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products, goods or affected parts of any services which have not been provided. The reasons are:
- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
  - (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
  - (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
  - (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
  - (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.8).
- 8.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4. When you don't have the right to change your mind. You do not have a right to change your mind in respect of:
- (a) digital products after you have started to download or stream these;
  - (b) services, once these have been completed, even if the cancellation period is still running;
  - (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

- (d) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them;
- (e) any products which become mixed inseparably with other items after their delivery; and
- (f) Any personalised or tailored goods or services, including personalised messages contained within our products and content.

8.5. How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- (a) Have you bought services (for example, a ticket to attend one of our workshops)? If so, you may have 14 days after the day we email you to confirm we accept your order to change your mind, unless you have made a reservation for a particular date or dates in which case you may not have this right. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) Have you booked services for a specific date or period? If so then you do not have a cooling off period. If you wish to request cancellation of these kinds of reservations please contact us. If your request is within 24 hours of booking and more than 7 days before the start date of the course, class or event we will refund your booking or offer you a credit for a future service. If your request is less than 7 days before the course, class or event start date please notify us as soon as possible and we will endeavour to find someone to take your place if successful we will offer you a credit for a future service. The more notice you can give us of your request to cancel these services the better chance we can find someone to take your place. If we can't find a replacement, we won't provide any refund to you.
- (c) Have you bought digital content for download or streaming (for example, The Enchantica's Academy Website membership)? if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind and the 14 day cooling off period will not apply.



- (d) Have you bought goods (for example, an Enchantica toy)?, if so you have 14 days after the day you (or someone you nominate) receives the goods, unless:
  - (i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
  - (ii) Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.6. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, you just might not get a refund. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The relevant contract termination notice will not take effect until 1 calendar month after the day on which you contact us, and termination then takes effect from the end of your current billing period. For example, if you cancel an annual subscription, if you serve notice to terminate more than 30 days in advance of the end of that subscription period then it will come to an end at the expiry of the then current subscription period. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end a contract for the ongoing supply of products on 4 February we will continue to supply the products until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

## 9. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

- 9.1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:
  - (a) Email. Contact us by email us at [hello@enchanticas.com](mailto:hello@enchanticas.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.

- (b) By post. Simply write to us at Enchantica's, Unit 9 Beech Ave Business Park, Harrogate, North Yorkshire, HG2 8DS, United Kingdom, including details of what you bought, when you ordered or received it and your name and address.
- 9.2. Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Enchantica's, Unit 9 Beech Ave Business Park, Harrogate, North Yorkshire, HG2 8DS, United Kingdom, or (if they are not suitable for posting) allow us to collect them from you. Please email us at [hello@enchanticas.com](mailto:hello@enchanticas.com) for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3. When we will pay the costs of return. We will pay the costs of return:
  - (a) if the products are faulty or misdescribed;
  - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; orIn all other circumstances including where you are exercising your right to change your mind you must pay the costs of return.
- 9.4. What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery as set out on our website from time to time.
- 9.5. How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6. Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:
  - (a) We may reduce your refund of the price (excluding delivery costs) 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.

- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7. When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from 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. For information about how to return a product to us, see clause 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

## 10. **OUR RIGHTS TO END THE CONTRACT**

10.1. We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your address or updated or correct payment information;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services; or

10.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we may refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your

breaking the contract depending on the date on which we end the contract, as compensation for the net costs we will incur as a result of your breaking the contract.

- 10.3. We may withdraw the product. We may write to you to let you know that we are going to stop providing the product, a service or any of our digital content. We will let you know at least 30 days in advance of our stopping the relevant supply and will refund any sums you have paid in advance for things which will not be provided where we haven't provided some other replacement for them.

## 11. **IF THERE IS A PROBLEM WITH THE PRODUCT**

- 11.1. How to tell us about problems. If you have any questions or complaints about the product, or if you want to request a change to any order you've made, please contact us by email at [hello@enchanticas.com](mailto:hello@enchanticas.com).
- 11.2. Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

## Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is goods, for example Enchantica merchandise the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time (taking into account things like the product, normal use, the price you paid etc) you may be entitled to some money back.

See also clause 8.3.

- a) If your product is digital content, for example Enchantica's website membership, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:
- b) If your digital content is faulty, you're entitled to a repair or a replacement.
- c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 8.3.

If your product is services, for example tickets to an event or a skills workshop, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

11.3.

11.4. Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you

bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at [hello@enchanticas.com](mailto:hello@enchanticas.com) for a return label or to arrange collection.

## 12. **PRICE AND PAYMENT**

- 12.1. Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.
- 12.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4. When you must pay and how you must pay. We accept payment from the providers we list on our website, using Stripe Inc as a payments processor. When you must pay depends on what product you are buying:
  - (a) For goods, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
  - (b) For digital content, you must pay for the products before you download or stream/access them.
  - (c) For services, except as we might otherwise agreed with you in writing, you must make an advance payment in full of the price of the services, before we start providing them.

- 12.5. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank (UK) Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.6. What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 13.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 11.2; and for defective products under the Consumer Protection Act 1987.
- 13.3. Liability for Personal Injury. You acknowledge and accept that by participating in any physical activity, there is some degree of physical risk. We exclude all liability, as far as legally allowed, for injuries sustained during the performance of the activities that we demonstrate in our videos. You should ensure that your children are supervised at all times by a responsible adult to ensure that instructions are followed and you should stop the exercise if at any point you think there might be a danger to any participant.
- 13.4. When we are liable for damage to your property. We are not liable for any damage to your property that occurs whilst you are performing any movements or activities demonstrated in Enchantica's events. You should always ensure that the activities are carried out in a suitably sized and safe space.

- 13.5. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 13.6. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### 14. **YOUR USE OF THE DIGITAL CONTENT**

- 14.1. You are only allowed to use our digital goods, including Enchantica's Website membership, for your private and personal (non-commercial) use only. This would normally include family members within your household unless stated otherwise.
- 14.2. For the avoidance of doubt Enchantica's and its licensors retain all right, title and ownership of the digital content you see on our site. You may not re-distribute, copy or in any way publish or make available the Enchantica's Academy Website membership content in any way not permitted by this Agreement. This includes posting the Enchantica's Website membership content directly onto social media or the internet whether publicly or in private. You may to a limited extent post videos or pictures of your children performing the skills whilst watching the Enchantica's Website membership content but only if the Enchantica's Website membership content is only incidentally or peripherally featured in your video or picture. If you are in doubt about whether a post of yours might break this agreement, you should send it to us for our prior approval before you post it by contacting us at: [hello@enchanticas.com](mailto:hello@enchanticas.com)
- 14.3. You may allow your own children, or those under your legal care (for example: as legal guardian), to watch and enjoy the Enchantica's Academy Website membership videos. Except as expressly agreed with you in writing, you may allow Enchantica's Website membership videos to be viewed by the friends of your children whilst they are in your home, but not more than one friend at a time unless you have a licence to play content to more than 2 children in the same setting.



14.4. If you use or make available our digital goods and content to any other people, for example where you play the Enchantica's Academy Website membership to a large group of people or where you give your log in details to someone other than yourself, you may be liable to us for our loss of income arising out of the sale we might otherwise have made had those people entered into a subscription with us. Similarly, if you sell our products, content or services on to others without our permission then we will be entitled to any money you receive and you may still be liable to use for additional sums of money in the form of damages.

15. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

How we may use your personal information. We will only use your personal information as set out in our [\[LINK TO PRIVACY POLICY\]](#).

16. **OTHER IMPORTANT TERMS**

16.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

16.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we believe that you may still have access to Enchantica's website membership. or that you may be extending the number of people who can access the Enchantica's website membership where such persons would otherwise be required to purchase a Enchantica's website membership Subscription of their own.

16.3. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 16.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 16.7. Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you agree the we will attempt Mediation to try to resolve our dispute. We will advise you as to the details of such Mediation in the event that this is required. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform,



## Enchantica's Cancellation Form

***Dear Customer***

***We are sorry that you have decided to cancel your order. Please complete the below form and send it to [hello@enchanticas.com](mailto:hello@enchanticas.com).***

***Kind wishes from***

***Fairy Enchantica & Friends***

To : Enchantica's of Unit 9 Beech Avenue Business Park, Harrogate, North Yorkshire, England, HG2 8DS. Email: [hello@enchanticas.com](mailto:hello@enchanticas.com)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [*/received on [*/	
Order number	
Name of consumer(s)	
Address of consumer(s)	
Signature of consumer(s)	
Date	
Reason for cancellation	