

Terms and Conditions for Training and Professional Development

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1. Introduction

Welcome to Rob Smith Psychotherapy ('Organisation', 'I', 'Me', 'My'). These Terms and Conditions ("Terms") govern your use of my website and your purchase of digital products, including training sessions, workshops and related materials ("Products"). By purchasing these Products or using this website, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use this website or purchase any of my products.

2. Eligibility

You must be at least 18 years of age to use my website and purchase Products. By placing an order, you confirm the following:

1. That you are at least 18 years of age
2. You are legally capable of entering into binding contracts
3. All information that you provide if materially true and accurate at all times and not misleading in any way

3. Description of Products

Rob Smith Psychotherapy provides digital content in the form of downloadable training sessions and other educational resources. While I strive to provide accurate descriptions, I do not guarantee that the information is free from errors or omissions. It is your responsibility to ensure the Product is suitable for your needs before purchasing.

Rob Smith Psychotherapy also provides counselling/psychotherapy and clinical supervision services which are covered by alternative terms and conditions laid out in the relevant therapeutic contract and clinical supervision contract provided before the commencement of these services. As such the provision of these specific counselling/psychotherapy and clinical supervision services are not covered under these terms and conditions.

4. Ordering and Payment

4.1 Placing an Order

To purchase a Product, you must follow the instructions on my website. Once your order is submitted, you will receive an order confirmation email. Please check the details carefully. If there are any issues with your order, please contact me immediately at:

rob@robsmithpsychotherapy.co.uk

4.2 Payment

Payment must be made in full at the time of purchase. I accept payments via the methods displayed on my website. All prices are inclusive of VAT (if applicable). Prices may change at any time, but changes will not affect orders that have already been completed.

4.3 Currency

All transactions will be processed in GBP (£), unless otherwise stated.

5. Delivery of Digital Products

5.1 Digital Download

After successful payment, you will be able to download the product from the 'Thank You' page and will also receive a confirmation email with a link to download the purchased Product. You will usually be able to access the download immediately, but if there are any delays, please contact me at: rob@robsmithpsychotherapy.co.uk.

5.2 Access Period

The download link will remain active for 30 days from the purchase of the product. It is your responsibility to download and store the product. I recommend saving a backup copy.

5.3. Download Limits

Each purchase entitles you to personal, non-commercial use of the Product. You will be able to download the content for 30 days from the date of purchase. Sharing, distributing, or making the Product publicly available is prohibited.

6. Consumer Rights

6.1 Right to Cancel

Under the Consumer Contracts (Information, Cancellations and Additional Charges) Regulations 2013, digital content (such as downloads) is exempt from the usual 14-day right to cancel **once you begin the download** or access the content. By purchasing and downloading our Products, you acknowledge that your right to cancel the contract ends once the download begins.

6.2 Refunds

I do not provide refunds once the Product has been downloaded unless the Product is faulty or misdescribed. If you experience any technical issues with the download, or the file is corrupted, please contact me at rob@robsmithpsychotherapy.co.uk within 14 days of purchase, and I will provide a replacement or refund, depending on the circumstances.

6.3 Faulty Digital Products

Under the Consumer Rights Act 2015, digital content must be of satisfactory quality, fit for purpose and as described. If the product is faulty, you are entitled to a repair or replacement. If a replacement cannot be provided, or if the replacement is also faulty, you may request a refund.

7. Intellectual Property

7.1 Ownership

All content and materials provided by Rob Smith Psychotherapy are the intellectual property of the organisation or its licensors. Purchasing a Product grants you a limited, non-exclusive, non-transferable licence to download, access, and use the Product for personal, non-commercial purposes only.

7.2 Restrictions

You may not:

- Share, distribute, sell, or lease the Product to any third party.
- Modify, alter, or create derivative works of the Product.
- Remove or alter any copyright or proprietary notices included in the Product.

8. User Conduct

You agree not to:

- Misuse my website or interfere with its security features or functionality.
- Use my products for any unlawful purposes or in violations of any applicable laws.
- Impersonate any other person or misrepresent your affiliation with any individual or entity.

9. Limitation of Liability

9.1 Liability for Digital Products

I am not liable for any indirect, consequential, or special damages arising from the use of my Products, including loss of profits, business, loss of income or revenue, loss of anticipated savings, loss of data or waste of management or office time. My total liability for any claims relating to the use of the Products will not exceed the amount paid for the Product.

By purchasing a Product, you agree that in no circumstances shall anything said within the product be construed as professional advice and you should not rely on it as such. You agree that the contents of a Product are intended for information and general guidance only. You agree that professional advice should be obtained before taking or refraining from taking any action because of the contents of a Product. I disclaim all liability and responsibility arising from any reliance placed on any of the contents of a Product.

9.2 No Guarantee

I do not guarantee that my Products will be error-free, uninterrupted, or free from defects. I make no warranties as to the accuracy or completeness of the content.

9.3 Exclusions of Liability

Nothing in these Terms excludes or limits my liability for:

- Death or personal injury caused by my negligence.

- Fraud of fraudulent misrepresentation.
- Any other liability that cannot be excluded by law under the Consumer Rights Act 2015.

If, for any reason I am liable for any damages, my total liability shall be limited to the amount paid for the Product.

10. Privacy and Data Protection

Your personal data will be processed in accordance with my Privacy Policy, which complies with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. By purchasing my Products, you consent to the collection and use of your personal data as outlines in my Privacy Policy.

11. Changes to Terms and Conditions

I reserve the right to update or modify these Terms at any time. Any changes will take effect when posted on my website. Your continued use of my website and Products after such changes will constitute acceptance of the new Terms. Please check this page regularly to stay informed of updates.

12. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of England and Wales. Any disputes arising from these Terms or your use of my website or Products shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13. Contact Information

If you have any questions or concerns about these Terms, please contact me at:

Email: rob@robsmithpsychotherapy.co.uk

Phone: 07413 272498