

TERMS OF SALE FOR PURCHASES OF SERVICES AND DIGITAL CONTENT

What these terms cover. These are the terms and conditions on which we supply products to you, whether these are services or digital content (“products”).

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. This key information is set out in these Terms and on the sales page on our website for the product you are purchasing.

The key information we give you by law forms part of this contract as though it is set out in full here.

If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

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, please contact us to discuss.

When buying any products from us, you also agree to be legally bound by:

- our [Website Terms and Conditions](#) and any documents referred to in them;
- our [Privacy Policy](#) and any documents referred to in it.

All of the above documents form part of this contract as though set out in full here.

Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. We are Sam Conniff Ltd trading as The Uncertainty Experts. We are registered in England and Wales and have our registered office at c/o Livity, Piano House, Brighton Terrace, London, SW9 8DJ, United Kingdom.

How to contact us. To contact us, please email us at hello@uncertaintyexperts.com

OUR CONTRACT WITH YOU

How to make an order from us. Below, we set out how a legally binding contract between you and us is made.

You place an order for products by adding the product to a shopping cart. Once you are ready to purchase, you will enter your name, email address and payment details. To purchase the product, you must click the “Complete” button. When you click the “Complete” button, you understand and agree that you will be charged for the digital content via the payment details you have provided.

Please read and check your order carefully before submitting it. Before you place your order you must check that the hardware and software requirements of your computer or device mean that you can download or access the product.

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.

If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product, or we will immediately refund you if your payment has been processed. This might be because:

- of unexpected limits on our resources which we could not reasonably plan for;
- we have identified an error in the price or description of the product;
- we are unable to meet a delivery deadline we have specified;
- the product is unavailable;
- we cannot authorise your payment;
- you are not allowed to buy the product from us; or
- we are not allowed to sell the product to you.

PRICE AND PAYMENT

Where to find the price for the product. The price of the product will be the price indicated on the order pages when you placed your order on our website. We use our best efforts to ensure that the price of the product advised to you is correct. However please see below for what happens if we discover an error in the price of the product you order. The price of the product is in Pounds Sterling (£)(GBP), and includes Value Added Tax at the applicable rate.

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.

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.

When you must pay and how you must pay. We accept payment with debit and credit cards. When purchasing either digital content or services, you must pay for the products at the time of ordering them.

Your payment information. We will do all that we reasonably can to ensure that all of the information you give us when paying for the product is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with these Terms or our Privacy Policy, or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

OUR RIGHTS IN RELATION TO THE PRODUCTS

Minor changes to the products. We may change the product:

- to reflect changes in relevant laws and regulatory requirements; and
- to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

Updates to digital content. 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.

Our intellectual property rights in relation to the products. We are the owners or licensees of all intellectual property rights in the website, and the products you purchase, including any databases that hold relevant information about the website or its products. These rights are protected by copyright or trade mark registration and you may only use the products, or any part of them, in accordance with these terms.

Upon payment of the price for any of our products we grant you a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the products for your own personal, non-commercial use.

You must not redistribute, transmit, assign, sell, rent, exchange, commercially exploit, broadcast, modify, adapt, copy, edit, sub-licence, share, lend, or transfer any products, or part of the products, that you purchase through this website or from us unless agreed with us in writing. To do so would be breaching our intellectual property rights, and we reserve our rights to take legal action if this occurs.

PROVIDING THE PRODUCTS

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.

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.

If the products are ongoing services or a subscription to receive services or digital content. We will supply the services 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 below or we end the contract by written notice to you as also described below.

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.

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. If so, this will have been stated in the description of the products 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 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.

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

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements;
- make changes to the product as requested by you or notified by us to you.

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, 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 14 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.

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 and you still do not make payment within seven (7) 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 charge you for the products during the period for which they are suspended.

YOUR RIGHTS TO END THE CONTRACT

You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer.

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 which have not been provided and you may also be entitled to compensation. The reasons are:

- a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- 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 14 days; or
- e) you have a legal right to end the contract because of something we have done wrong.

Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then 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.

When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- digital products after you have started to download or stream these;
- services, once these have been completed, even if the cancellation period is still running.

How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- a) Have you bought services?** If so, you have 14 days after the day we email you to confirm we accept your order. 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 bought digital content for download or streaming?** 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.

HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

Tell us you want to end the contract. To end the contract with us, please let us know by emailing us at hello@uncertaintyexperts.com

You may use the model cancellation form below, but you are not required to:

Cancellation form

To The Uncertainty Experts
Sam Conniff Ltd
c/o Livity
Piano House
Brighton Terrace
London
SW9 8DJ
United Kingdom
hello@uncertaintyexperts.com

I hereby give notice that I cancel my contract of sale of the following digital products / the supply of the following service [customer to insert description of purchase], ordered on [customer to insert purchase date].

*Name of customer: [customer to insert name]
Address of customer: [customer to insert address]
Date: [customer to insert date]*

How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.

When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind, 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.

When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind, your refund will be made within 14 days of your telling us you have changed your mind.

OUR RIGHTS TO END THE CONTRACT

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 seven (7) 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.

You must compensate us if you break the contract. If we end the contract in the situations set out above we will 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.

We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least one (1) month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us via email at hello@uncertaintyexperts.com

YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

If you are a consumer 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 products. 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 or <https://www.cas.org.uk/>

If your product is **digital content**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) 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.
- c) 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.

If your product is **services**, 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.

YOUR RESPONSIBILITIES IN RELATION TO THE PRODUCTS

You have certain responsibilities in relation to the products you purchase from us. You agree that you are purchasing our products for your private, non-commercial use only. You further agree that you will not redistribute, transmit, assign, sell, rent, exchange, commercially exploit, broadcast, modify, adapt, copy, edit, sub-licence, share, lend, or transfer any products, or part of the products, that you purchase through this website or from us unless agreed with us in writing.

You will keep any products secure. You are responsible for ensuring that you do not lose, destroy, or damage any product you purchase through this website.

You will ensure your own technical compatibility. You are responsible for ensuring that any hardware you use to download and/or access the products functions correctly with this website or any alternative platform on which we make the products available. You acknowledge and agree that the provision of all these requirements is your responsibility and is at your own cost.

You will keep any login details confidential. 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 do not guarantee you any outcomes. Whilst we have utilised in creating the products, and we will always in our dealings with you utilise, our best professional endeavours and skills, we do not guarantee any specific outcome from your use of the products as any such outcome will vary based on the level of effort, engagement and implementation on your part. You agree that we are not and will not be liable or responsible for any of your actions, inactions, direct or indirect results in connection with the products.

Your responsibility for your engagement with the products. You acknowledge and agree that we are not licensed psychiatrists, psychologists, mental health professionals or medical professionals, and the products are not intended to replace the services of such professions. You acknowledge and accept that you are responsible for creating and implementing your own physical, mental and emotional well-being, decisions, choices, actions and results arising in connection with the digital products and services we provide. As such, you agree that we are not and will not be liable or responsible for any of your actions, inaction, direct or indirect results arising from or in connection with the digital products and services.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

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.

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, or for breach of your legal rights in relation to the products.

When we are liable for damage caused by defective digital content. 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.

We are not liable for business losses. If you are a consumer we only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out below.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

Nothing in these terms shall limit or exclude our liability for:

- a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation;
- c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

Subject to the clauses above,

- a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under this contract.

HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our [Privacy Policy](https://uncertaintyexperts.com/privacy-policy), a copy of which is available here: <https://uncertaintyexperts.com/privacy-policy>

OTHER IMPORTANT TERMS

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

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.

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.

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.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by the laws in England and Wales, and you can bring legal proceedings in respect of the products in the English and Welsh courts.