

Help With Autism

Terms and Conditions

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PRIVACY POLICY

This website is brought to you by Help with Autism Limited. We take the privacy of our website users very seriously. We ask that you read this Privacy Policy ('the Policy') carefully as it contains important information about how we will use your personal data.

For the purposes of the Data Protection Act 1998, Help with Autism Limited ('we' or 'us') is the 'data controller' (ie the company who is responsible for, and controls the processing of, your personal data).

Personal data we may collect about you

We will obtain personal data about you (such as your name, address, payment details, education level and interest in autistic spectrum disorders) whenever you complete an online form.

For example, we will obtain your personal data when you purchase goods or services or contact us for any reason. We may also obtain sensitive personal data about you if you volunteer it during the completion of an online form. If you volunteer such information, you will be consenting to our processing it for the purpose of tailoring the services we offer to your needs and judging which products to offer you.

We may monitor your use of this website through the use of cookies and similar tracking devices. For example, we may monitor how many times you visit, which pages you go to, traffic data, location data and the originating domain name of a user's internet service provider. This information helps us to build a profile of our users. Some of this data may be aggregated or statistical, which means that we will not be able to identify you individually. Please see further the section on '**Use of cookies**' below.

Occasionally we may receive information about you from other sources (such as credit reference agencies or your employer, if you are sent to us as a delegate of your employer) which we will add to the information which we already hold about you in order to help us personalise our service to your needs and improve the service we offer.

How we use your personal data

We will use your personal data for the purposes described in the data protection notice that was given to you at the time your data were obtained. These purposes include:

To provide education and training to our customers and clients; to promote our services, to maintain our own accounts and records and to support and manage our employees.

Additionally, information is processed for consultancy and advisory services that are offered. For this reason the information processed may include name, contact details, family details, financial details, and the goods and services provided. This information may be about customers and clients. Where necessary this information is shared with the data subject themselves, business associates and other professional advisers, current, past or prospective employers and service providers.

Marketing and opting out

Unless you have asked us not to do so, we may contact you by mail, telephone, SMS, text message, picture message, video message, fax or e-mail about products, services, promotions or special offers. If you prefer not to receive any direct marketing communications from us, you can opt out at any time. See further '**Your rights**' below.

Disclosure of your personal data

We may disclose your personal data to:

- our agents and service providers (eg providers of web hosting or maintenance services)
- credit reference agents--see '**Credit checking**' below
- law enforcement agencies in connection with any investigation to help prevent unlawful activity

Keeping your data secure

We will use technical and organisational measures to safeguard your personal data, for example:

- access to your account is controlled by password and username which are unique to you
- we store your personal data on secure servers
- payment details are encrypted using SSL technology

Whilst we will use all reasonable efforts to safeguard your personal data, you acknowledge that the use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal data which are transferred from you or to you via the internet.

Monitoring

We may monitor and record communications with you (such as telephone conversations and emails) for the purpose of quality assurance, training, fraud prevention and compliance.

Credit checking

To enable us to make credit decisions about you and for fraud prevention and money laundering purposes, we may search the files of credit reference and fraud prevention agencies (who will record the search). We may disclose information about how you conduct your account to such agencies and your information may be linked to records relating to other people living at the same address with whom you are financially linked. Other credit grantors may use this information to make credit decisions about you and the people with whom you are financially associated, as well as for fraud prevention, debtor tracing and money laundering purposes. If you provide false or inaccurate information and we suspect fraud, we will record this.

Information about other individuals

If you give us information on behalf of someone else, you confirm that the other person has appointed you to act on his/her behalf and has agreed that you can:

- give consent on his/her behalf to the processing of his or her personal data
- receive on his/her behalf any data protection notices
- give consent to the processing of his or her health information and educational needs

Use of cookies

A cookie is a small text file which is placed onto your computer (or other electronic device) when you access our website. We may use cookies and other online tracking devices on this website to

- keep track of the items stored in your shopping basket and take you through the checkout process
- recognise you whenever you visit this website

- obtain information about your preferences, online movements and use of the internet
- carry out research and statistical analysis to help improve our content, products and services and to help us better understand our visitor and customer requirements and interests
- target our marketing and advertising campaigns more effectively
- make your online experience more efficient and enjoyable.

The information we obtain from our use of cookies will not usually contain your personal data. Although we may obtain information about your computer or other electronic device such as your IP address, your browser and/or other internet log information, this will not usually identify you personally.

In most cases we will need your consent in order to use cookies on this website. The exception is where the cookie is essential in order for us to provide you with a service you have requested (eg to enable you to put items in your shopping basket and use our check-out process).

There is a notice on our home page which describes how we use cookies and which also provides a link to our Privacy Policy. If you use this website after this notification has been displayed to you we will assume that you consent to our use of cookies for the purposes described in this Privacy Policy.

If you change your mind in the future about letting us use cookies, you can modify the settings of your browser to reject cookies or disable cookies. If you do this, please be aware that you may lose some of the functionality of this website. For further information about cookies and how to disable them please go to: www.aboutcookies.org or www.allaboutcookies.org

We may need to transfer your personal data outside the European Economic Area if you are accessing this website from outside the European Economic Area, for the purpose of the ordinary functionality of this website and in order to permit transactions to be concluded. If you access this website from outside the European Economic Area, we will interpret that as your consent to data being transmitted out of the European Economic Area while you are accessing the website.

*A 'subject access request' is a request received from a data subject asking for access to personal data which we process about him or her

Your rights

You have the right, subject to the payment of a small fee (currently £10) to request access to personal data which we may process about you. If you wish to exercise this right you should:

- put your request in writing
- include proof of your identity and address (eg a copy of your driving licence or passport, and a recent utility or credit card bill)
- attach a cheque in the amount of £10 made payable to Help with Autism Limited
- specify the personal data you want access to, including any account or reference numbers where applicable.

You have the right to require us to correct any inaccuracies in your data free of charge. If you wish to exercise this right you should:

- put your request in writing
- provide us with enough information to identify you (eg account number, username, registration details)
- specify the information that is incorrect and what it should be replaced with.

You also have the right to ask us to stop processing your personal data for direct marketing purposes. If you wish to exercise this right you should:

- put your request in writing (an email sent to *jo@helpwithautism.co.uk* with a header that says 'Unsubscribe' is acceptable)
- provide us with enough information to identify you (eg account number, username, registration details)
- if your objection is not to direct marketing in general, but to direct marketing by a particular channel (eg email or telephone) please specify the channel you are objecting to

Our contact details

We welcome your feedback and questions. If you wish to contact us, please send an email to *jo@helpwithautism.co.uk* or you can write to us at 17 New Street, Waddesdon, Aylesbury, Bucks. HP18 0LR or call us on 012996655984/07545952048. Our registered office is 17 New Street, Waddesdon, Aylesbury, Bucks. HP18 0LR.

We may change this privacy policy from time to time. You should check this policy occasionally to ensure you are aware of the most recent version which will apply each time you access this website.

Website and Forum Terms and Conditions

These terms and conditions apply subject to the effect of our terms and conditions applicable to sales and subscription (available at [\[link and link respectively\]](#)) and in the event of a conflict between these terms and those terms, those terms shall prevail.

(A) Copyright notice

1. Unless otherwise expressly stated, copyright, database right or similar rights in all material presented on this Site (including graphical images, text, video clips, reprographics, sounds, demos, patches and other files) is owned, controlled or licensed by Help with Autism Ltd. or its affiliates and is protected or covered by copyright, trade mark, intellectual property law and other proprietary rights.
2. You have limited permission to display, print or download extracts from these pages for your personal non-commercial and non-profit use only and you shall not be entitled to commercialise any such material in any way.
3. Any copies of the pages of the Site which you save to disk or to any other storage system or medium may only be used for subsequent viewing purposes or to print extracts for personal use.
4. You may not (whether directly or indirectly including through the use of any program) create a database in an electronic or other form by downloading and storing all or any part of the pages from this Site without our prior written consent save as expressly authorised by an agreement in writing between us.
5. Unless with our prior permission no part of this Site may be reproduced or transmitted to or stored in any other website, nor may any of its pages or part thereof be disseminated in any electronic or non electronic form, nor included in any public or private electronic retrieval system or service.
6. Linking to the home page of our Site is greatly appreciated but written permission for using our name, logo and linking to our site is required. Please contact jo@helpwithautism.co.uk. No deep linking or framing will be permitted without prior written agreement. We reserve the right to revoke such permission at any time. Linking to our Site is done without any consideration or promise of consideration from us and without any liability on our part and you will indemnify us in full against any loss caused to us by any link provided by you. No terms and conditions provided by you will apply to any arrangement between us without our prior express written consent signed in hard copy by both parties.

7. You may not amend, republish, distribute, reproduce, adapt or modify any of the materials on this Site or use any of the materials for public performance or otherwise make commercial use of this Site or any materials located on it without our prior written consent.
8. The permission granted terminates automatically if you breach any of these terms or other terms and conditions applicable to this Site.
9. Nothing on this Site or your use of any of the services shall be construed as conferring any licence or other rights under the intellectual property or other proprietary rights of the owners and operators of www.helpwithautism.co.uk, its affiliates or any third party, whether implied or otherwise, save as expressly provided.

(B) Disclaimer

The contents of this Site are subject to the matters set out below:

1. Contents are only for general information or use by our clients (as indicated).
2. The information on this page and Site is updated from time to time. However, we hereby exclude any warranties (whether expressed or implied), as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of this page, the Site or any of its contents, including (but not limited) to any price quotes or non-fraudulent representations contained within the Site.
3. We will not be liable for any damages (including, without limitation, damages for any consequential loss or loss of business opportunities or projects, or loss of profits) howsoever arising and whether in contract, tort or otherwise from the use of or inability to use the Site, or any of its contents and materials, or from any action or omission taken as a result of using the Site or any such contents. In any event our liability for all damages and losses (including negligence) shall not in any circumstances exceed the amount paid by you, if any, for accessing this Site.
4. This Site contains material in the form of information, price quotes or representations submitted by third parties and we accept no responsibility for the content or accuracy of such material nor do we make any representations by virtue of the contents of this Site in respect of the guaranteed availability of any services advertised.
5. We make no warranty that the contents of the Site are free from infection by viruses or anything else which has contaminating or destructive properties and shall have no liability in respect thereof.

6. All liability is excluded to the fullest extent permitted by applicable law including any implied terms as the content of this Site is provided "as is" without warranties of any kind. We reserve the right to change all the contents of this Site at any time without notice to you.

English law and jurisdiction applies with respect to contents of this Site. We control and operate this Site from our offices in the United Kingdom. If you do not agree with the governing law or these terms, please do not use this Site.

(C) User rules of conduct (Web Forum)

By participating in and using the Help with Autism Ltd web forum (the "Facility") you represent that you have read, accept and are bound by this acceptable use policy.

Participation in the Facility and exchange of e-mails with other users will be subject to rules of good practice and courtesy to others. The principal purpose of our Facility is to facilitate information and feedback by users regarding autism.

These postings, discussions and debates are intended to be open, honest and as unfettered as legally possible. To assist the Facility, we expect participants in the Facility to follow these few basic guidelines (which form part of the terms and conditions for access and use of our website and services):

1. You cannot upload to www.helpwithautism.co.uk ("the Website") or otherwise distribute or publish through the Facility or the Website any matter or material which is or may be considered abusive, pornographic, illegal, defamatory, obscene, racist or which is otherwise unlawful or designed to cause disruption to any computer systems or network.
2. No user shall post any message to the Facility which is in violation of the acceptable use policies in respect of this Facility. We reserve the right to delete and remove all postings.
3. You are fully and solely responsible for your postings, messages, comments or discussions and accept liability for any resulting actions. The comments, postings and messages are opinions of the respective contributors or authors and do not necessarily reflect our opinions. We accept no responsibility for and make no representations relating to any messages, postings, comments and discussions. We do not confirm or represent the legitimacy, accuracy, reliability, correctness or currency of any data or postings entered by a user.

You consent to the disclosure through the software of your e-mail address.

4. The Facility cannot under any circumstances be used for commercial purposes by any participant or user.

5. We do not and cannot review every message posted on the Facility or Website. Accordingly, we are not responsible for the content of the postings, discussions and messages.
6. You grant us a royalty free irrevocable permission to reproduce, download and print your postings, comments and messages. We reserve and retain the right to remove the availability of the Facility or the ability of participants individually or generally to post comments in the event of any breach of these acceptable use provisions.
7. We have the absolute and unfettered right to enforce appropriate sanctions against any of our Facility users or customers who are or appear to us to be or whom we suspect (in our opinion whether reasonably held or not) to be responsible for abuse of the Facility. Such sanctions may include, but are not limited to (a) a formal warning, (b) suspension of access through our Website or machines, (c) suspension of access to the Facility site or section, (d) termination of membership, or (e) termination of any registration of the user with our Website or services.
9. By participation and use of this service, each user acknowledges that they will remain solely responsible for the content of their messages, comments and postings.
10. We accept no responsibility for loss of data, information in any form or other matters whatsoever which result from the use of the Facility.
11. We shall be entitled without liability to the user and at our discretion to remove any content from our server immediately.
12. You agree to indemnify and undertake to keep indemnified Help with Autism Ltd and its officers, employees and agents against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against any of them arising out of or as a consequence of an unlawful or negligent act or omission or an infringement of any third party rights which arise out of or are connected in any way with the Facility and/or arising out of a breach of this acceptable use policy.

By participating in and using this Facility, you represent, undertake, accept and acknowledge that you have read and accept the disclaimer notice, copyright notice, terms and conditions of use and our privacy and data protection policy.

(D) Data security policy

We control physical security in relation to the information and personal data that is contained at our facilities and restrict access to the site, buildings, computer rooms, office desk, technology areas, equipment and other facilities where unauthorised access by people could compromise our security.

All proprietary or confidential information, including personal data, is contained or stored on computer or if contained and stored on manual files is locked up and secure.

We control access to information and personal data, including existing procedures for authorising and authenticating users as well as software controls for restricting access and techniques for protecting data such as encryption.

We maintain a business continuity plan as a contingency plan which identifies our business functions and assets (including personal data) which would need to be maintained in the event of disaster and set out the procedures for protecting and restoring them if necessary.

In respect of detection and investigation of breaches where they occur, we have in place relevant controls which should alert us to a breach in security. We endeavour to investigate every breach of security.

The Company cannot guarantee the security of any personal information or data disclosed to it or collected by it.

(E) Privacy policy and data protection statement

We are strongly committed to the protection of your privacy online and accordingly, we take protective measures to protect the personal information provided to us by you. We also take further measures to comply with the relevant statement regarding what we can do with personal information we obtain from you.

We are notified under the Data Protection Act 1998 and intend to comply with all our obligations under that Act. You consent to our processing of your information.

This privacy policy is not intended to, and does not, create any contractual or other legal rights or obligations on either your or our part.

In order to assist us you may provide us with information from time to time which we may require or use for the purposes of providing you with any required services, information or requested activity including contacting you and providing notification to you in relation to such services or related activity.

We may provide the data collected from you to members of our group companies and to our agents and contractors in connection with the service we provide. We will inform you prior to disclosing your information to any third party. If you can be identified from the information that is disclosed, then we will not disclose such information without prior notification to you and we will obtain your permission to do so. **You may inform us at any time not to pass on or share your personal information with any third parties.**

The registration information you provide may be required to use the service or Site. We will store this information and data and use it to contact you, provide you with further details of the services and otherwise for the normal use, provision of services and improvement of the Site, unless you ask us not to do so.

The information may be disclosed to third parties to enable you to gain access to any restricted part of the Site, enable you to receive information which you have requested to be sent to you by post or for you to receive specified services.

We may use cookies to store and track information about you. This will assist us in measuring the effectiveness of banner advertising and provide more accurate analysis of site activity. A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer.

We are taking and will endeavour to continue taking all reasonable steps in order to protect your personal information and data. However, we cannot guarantee the security of any personal information or data you disclose online, having regard to the nature of the internet. We may use encryption technology from time to time to assist in protecting any information or data which you submit. In any event, you accept the inherent security implications of disclosing information over the internet and agree not to hold us responsible for any breach of security unless we have been negligent or wilfully in default of our obligations under the relevant legislation.

At any time, if you are concerned that the information we hold about you is incorrect, please do not hesitate to contact us to correct such information.

We reserve the right to change this Privacy Policy and Data Protection Statement at any time by posting revisions on our Site.

Website Terms and Conditions for Subscription Downloads and Streaming

1 Our contract

- 1.1 We are Help with Autism Ltd, registered in England and Wales with company number 9153533 and a registered address at 17 New Street, Waddesdon, Aylesbury, Bucks, HP18 0LR. We operate and own this website www.helpwithautism.co.uk (the “Site”). Your use of the Site in general is subject to separate terms and conditions, which can be accessed here [[link](#)].
- 1.2 Your order for any subscription can be accepted only once we have received payment in full for the subscription you wish to order. The order you place, together with payment, is your offer to enter into a contract with us. Once we have received full payment it is then open to us to send you confirmation of acceptance of your order by means of an e-mail sent to you at the e-mail address provided by you via our order form. When we send you confirmation of acceptance of your order, a legally binding contract comes into existence between you and us at that point for the supply and licensing of downloadable material by subscription on and subject to these terms and conditions. The supply and licensing of any downloadable content that we may choose to make available to you from time to time without charge is also subject to the following terms and conditions insofar as not contradicted by any other applicable terms and conditions.
- 1.3 You acknowledge that we are not obliged to supply paid-for digital content to you at any time when you would be entitled to exercise a right to cancel under clause 3 of this agreement, under regulation 29 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Statutory Instrument 3134 of 2013) or otherwise, without your express consent. Your right to cancel under clause 3 of these terms and conditions and under regulation 29 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Statutory Instrument 3134 of 2013) will be lost upon you giving that express consent.

2 Subscription Fees; Scope and Duration of Subscription

- 2.1 The subscription fees, scope and duration of each subscription option are as set out on our website [[link](#)]. If we enter into an agreement with you in respect of a particular subscription option then you must make payment of the applicable subscription fees as set out there.

- 2.2 Save where the contrary is expressly provided, any subscription is payable annually in advance and this agreement accordingly automatically renews annually in accordance with clause 2.6 below, subject to these terms and conditions. If you do not keep up payments, we may terminate your subscription without further notice to you.
- 2.3 Save where the contrary is expressly provided, a valid and paid-for subscription permits you, during the period of your subscription for which you have duly paid pursuant to this agreement in accordance with clauses 2.1 and 2.2 (your “**Valid Subscription Period**”), to freely download products within the scope of that subscription option (as described on our website) for your own personal use for the remaining part of the Valid Subscription Period but not afterwards, keeping only one copy at a time of each such download.
- 2.4 For the purposes of this agreement, streaming and downloading are treated as equivalent to each other and where we have an obligation to make anything available to you to download we can at our option fulfil that obligation by making it available via streaming.
- 2.5 After the commencement of this agreement, we may amend these terms and conditions by not less than 30 days’ notice to you expiring at the end of your Valid Subscription Period.
- 2.6 Without prejudice to your or our other rights to terminate this agreement, either party may, without penalty and without having to pay any form of compensation, terminate this agreement by not less than 7 days’ notice to the other party expiring at the end of your Valid Subscription Period. If not terminated in accordance with the terms and conditions of this agreement, this agreement will continue from year to year or for such other periods as may be listed on our website for the subscription option you have chosen.
- 2.7 In relation to any access we give you to services for which we do not charge, we may terminate such access at our discretion forthwith and without notice at any time.

3 Your right to cancel a contract

- 3.1 You can cancel your contract for the supply and license of subscription downloads at any time up to the end of the 14 days from when you place an order for a subscription, subject to clause 3.7 below. You do not need to give us any reason for cancelling your contract. You do not have to pay any penalty for doing so.
- 3.3 To cancel your contract in the circumstances permitted by this clause 3 you must tell us in writing.

- 3.1 3.5 Once you have validly cancelled your contract, any sum debited to us from your credit card will be credited to your account as soon as possible and at the latest within 30 days of your order.
- 3.6 If you wish, you may exercise your rights under this clause at a time when we have not sent you confirmation of acceptance and therefore no contract exists between you and us. This subclause 3.6 does not restrict the other circumstances in which you may exercise a right to cancel under this clause 3.
- 3.7 If you have given your express consent that we commence the supply of digital content at a time when otherwise you would be entitled to exercise a right to cancel under this clause 3, you acknowledge that your right to cancel under this clause 3 and under regulation 29 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Statutory Instrument 3134 of 2013) will be lost.

4 Our right to cancel a contract

- 4.1 We may cancel a contract:
- 4.1.3 if anything you ordered was listed at an incorrect price due to a clerical error on our part or an error in the pricing information we received from our suppliers;
 - 4.1.4 if we are not permitted by our licensing or intellectual property arrangements to supply the items ordered to you or if we are not permitted to supply those items in your area.
- 4.2 If we cancel the contract we will tell you by email. If we cancel the contract we will credit to your account any sum we have taken from your credit card as soon as possible but no later than 30 days from your order. We will not be required to pay any other compensation for cancelling the contract.

6 Liability

- 6.5 You agree to comply with and be responsible for complying with all applicable legislation and regulations. You agree to obtain and to be responsible for obtaining any permits needed to download content from us through our site. Importing or exporting certain downloads may be forbidden under the laws of some countries and other jurisdictions. We do not make any representation to you regarding exporting or importing the downloads you buy. Save to whatever extent the contract between you and us is prevented by the law governing it from excluding such

liability, we will have no liability to you in connection with any law prohibiting or regulating the import, export or sale of download content of any particular description.

6.6 Nothing in these terms and conditions is meant to limit or exclude:- (1) any rights you may have as a consumer under applicable local law; (2) any other statutory rights that we are not permitted to exclude; or(3) our liability to you for death or personal injury due to our negligence. This subclause 6.6, to the extent of its scope, has overriding effect despite anything to the contrary in any other clause of these terms and conditions.

6.7 Subject to subclause 6.6 above:-

6.7.1 to the fullest extent allowed by law, we expressly exclude all warranties, conditions and other contractual terms that might be implied by law;

6.7.2 our entire liability to you arising under or in connection with these terms and conditions whether arising in respect of any breach of our contractual obligations, breach of warranty, breach of condition, representation, statement or tortious act or omission (including but not limited to negligence) or otherwise shall be limited to the amount (if any) paid by you to us under these terms and conditions;

6.7.3 we will not have any liability for any indirect or consequential loss, damage or expense even if the loss was reasonably foreseeable or the possibility of such loss was advised;

6.7.4 accordingly (to illustrate the effect of clause 6.7.3 without limiting it), among other things, we will not have any liability for loss of profits, business or goodwill.

6.8 You agree that our affiliates, directors, employees and representatives will the same protections from liability that we have under this clause 6, except that we may cancel those protections in respect of any individual affiliate, director, employee or representative or class of affiliates, directors, employees or representatives by written notice to you if we see fit, entirely in our discretion. If we give such notice it will not affect the protection given by this clause 6 to us, nor will it affect the protection given by this clause 6 to any individual or entity who or which does not fall within the description in that written notice of the individual(s) or entity or entities whose protection we waive. We are not under any obligation to give any such waiver.

7 Giving Notice

Except where these terms and conditions expressly state the contrary, (1) any notice from you to us must be in writing and must be sent to us at our contact address at Help with Autism Ltd, 17 New Street, Waddesdon, Aylesbury, Bucks, HP18 0LR. and (2) any notices from us to you may be given by us to you by being displayed on our website from time to time.

8 Events outside our control

We shall not be liable to you for any failure to supply downloads you have ordered or for any delay delivering such downloads or for any defect or damage to downloads or error in content if the event omission or default for which we would apart from this clause be liable is caused by any occurrence or circumstance outside our reasonable control. Such occurrences and circumstances outside our reasonable control include (without limiting the scope of the first sentence of this clause 8) acts of terrorism, acts of war, strikes, lock-outs, other industrial or labour relations disputes, disruption to or breakdown of computer or other systems, disruption to or breakdown of network access, fire, flood, explosion and accident and any incompatibility of hardware or software between computer systems or other electronic devices.

9 Invalid Terms

If any part of these terms and conditions is unenforceable then the enforceability of any other part of these terms and conditions will be unaffected.

10 Privacy Policy

You acknowledge that you have read our privacy policy and you agree to be subject to its terms [\[link\]](#).

11 Licence Terms for Downloads and Content

11.1 These licence terms apply to all text, files, images, photos, sounds, applications, videos or other materials that you download from the Site (collectively 'Content').

11.2 We grant you a limited and revocable right to:

- (1) keep (during your Valid Subscription Period) one copy of each item of downloaded Content associated with your subscription on one electronic device in your personal possession to the extent that the technical mode by which we make the Content available directly facilitates it being so kept (and without any attempt by you to alter its mode of storage or delivery); and
- (2) use that copy for your own personal purposes during your Valid Subscription Period.

11.3 Unless you have our express written permission or you are expressly authorised by law to do so, you must not:

- (1) use the Content for any commercial or other non-personal purpose;
- (2) make any further copies of the Content or transfer it to any other device or to any other person; or
- (3) otherwise distribute, publish, reproduce, communicate to the public, reformat, modify, prepare derivative works of or display the Content;

- (4) retain or use the Content after the expiry of your Valid Subscription Period;
- (5)(if in a particular instance you have our express written permission or are expressly authorised by law to use the Content for any particular commercial or other non-personal purpose or class of purposes) use the Content for any commercial or other non-personal purpose falling outside the description of the purpose or class of purposes for which you may have such express permission or authorisation by law as previously stated.

To discuss with us the possibility of our licensing Content for any non-personal use or on any wider basis please contact us at Help with Autism Ltd, 17 New Street, Waddesdon, Aylesbury, Bucks, HP18 0LR.

T: 07545952048. Such a licence may not be governed by the consumer protection legislation reflected in these terms and conditions.

11.4 The intellectual property rights in all Content are owned by us and if applicable our licensors. Except for the rights granted to you under subclause 11.2 above, nothing in these licence terms gives you any right or interest in the Content. All other rights are reserved to us.

11.5 If there is any fault or error with the copy of the Content you have downloaded, you may at any time during your Valid Subscription Period download a single replacement copy. If you do so, you must immediately permanently delete the original download. You acknowledge that the Content may not be compatible with all electronic devices, that you understand that and that you are

responsible for providing any hardware and software that may be needed for you to keep and use the Content. You are not entitled to return or claim a refund for downloaded Content on the basis that it is not compatible with your device.

- 11.6 We may terminate this licence and any agreement for licence governed by these terms and conditions at any time if you breach these terms and conditions or any other terms that apply to your use of the Site. When notified of termination, you must immediately permanently delete and destroy all copies of any Content that are in your possession or control.

12 Rights of Third Parties

Except for clause 6 of this agreement to the extent that it may apply via subclause 6.8 of this agreement and in such instances subject to the limitations set out in subclause 6.8 of this agreement, any person not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (or any similar legislation) to enforce any term of this agreement. This clause 12 does not affect any other right or remedy of a third party.

13 Choice of Law and Jurisdiction

Any dispute arising out of or in connection with (1) any contract between you and us or (2) any order you place or attempt or desire to place with us or (3) any use you may make of our website or consequences of your doing so or attempting to do so or (4) any Content you may download or attempt or desire to download or (5) any negotiations between us, whether with a view to concluding a contract or otherwise, will be governed by English law and the English courts will have jurisdiction to resolve any disputes arising out of or in connection with any such matters.

14 Entire agreement

These terms and conditions, together with our up to date pricing and contact details and privacy policy and the other terms of use applying to our website (all as set out on our website), set out the whole of our agreement concerning the subscription. Nothing said by anyone on our behalf should be taken as varying these terms and conditions or as a representation by us or on our behalf about the nature or quality of any Content. We shall not be liable for any such represen-

tation being incorrect or inaccurate or misleading, save to the extent that the law prevents the contract between you and us from excluding such liability (for instance in the case of any fraud perpetrated by an employee of ours acting in the course of their duties).

Website Terms and Conditions for Supply of Goods and Electronic Downloads

Our contract

- 1.1 We are Help With Autism Ltd. We operate and own this website www.helpwithautism.co.uk (the “Site”). Your use of the Site in general is subject to separate terms and conditions, which can be accessed here [\[link\]](#).
- 1.2 Your order for any goods or download can be accepted only once we have received payment in full for the items you wish to order. The order you place, together with payment, is your offer to enter into a contract with us. Once we have received full payment it is then open to us to send you confirmation of acceptance of your order by means of an e-mail sent to you at the e-mail address provided by you via our order form. When we send you confirmation of acceptance of your order, a legally binding contract comes into existence between you and us at that point for the sale and purchase of the goods on and subject to these terms and conditions or for the supply and licensing of the download on and subject to these terms and conditions, as appropriate. The supply and licensing of any downloadable content that we may choose to make available to you from time to time without charge is also subject to the following terms and conditions.
- 1.3 You acknowledge that we are not obliged to supply paid-for digital content to you at any time when you would be entitled to exercise a right to cancel under clause 3 of this agreement, under regulation 29 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Statutory Instrument 3134 of 2013) or otherwise, without your express consent. Your right to cancel under clause 3 of these terms and conditions and under regulation 29 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Statutory Instrument 3134 of 2013) will be lost upon you giving that express consent.

2 Pricing

- 2.1 The prices you must pay for goods or downloads you order are as set out on our website [\[link\]](#).
- 2.2 You must also pay an extra charge for delivery of goods, as set out on our website [\[link\]](#). There are some locations which way may not be able to deliver to.

3 Your right to cancel a contract for goods or for the supply and licence of a download

- 3.1 You can cancel your contract for the purchase of goods from us or for the supply and license of a download at any time up to the end of the 14 days from when you receive the goods you have ordered or from when you place an order for digital content, subject in the case of digital content to clause 3.7 below. You do not need to give us any reason for cancelling your contract. You do not have to pay any penalty for doing so.
- 3.2 You cannot cancel your contract if the goods you have ordered are magazines or if you have taken any video or audio recording or computer software out of the sealed package it was in when it was delivered to you.
- 3.3 To cancel your contract in the circumstances permitted by this clause 3 you must tell us in writing.
- 3.4 If you have received the goods before you cancel your contract then (if you validly cancel the contract) you must send the goods back to us at our contact address at your own cost and risk. If you receive the goods after cancelling you must not unpack them and you must send them back to us at our contact address at your own cost and risk as soon as possible.
- 3.5 Once you have validly cancelled your contract, any sum debited to us from your credit card will be credited to your account as soon as possible and at the latest within 30 days of your order PROVIDED THAT you return the goods to us and we receive them in the condition they were in when they were delivered to you. If you do not return the goods or do not pay the costs of delivery, we can deduct the direct costs of recovering the goods from the amount to be credited to you.
- 3.6 If you wish, you may exercise your rights under this clause at a time when we have not sent you confirmation of acceptance and therefore no contract for the sale of goods exists between you and us. This sub clause 3.6 does not restrict the other circumstances in which you may exercise a right to cancel under this clause 3.
- 3.7 If you have given your express consent that we commence the supply of digital content at a time when otherwise you would be entitled to exercise a right to cancel under this clause 3, you acknowledge that your right to cancel under this clause 3 and under regulation 29 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Statutory Instrument 3134 of 2013) will be lost.

4 Our right to cancel a contract for sale of goods or for supply and licence of download

4.1 We may cancel a contract if:

4.1.1 in the case of a contract for sale of goods, if we do not have enough stock to deliver the goods (including if we have enough stock to deliver goods to some but not all customers);

4.1.2 in the case of a contract for sale of goods, if we do not deliver to your area; or

4.1.3 in any case, if anything you ordered was listed at an incorrect price due to a clerical error on our part or an error in the pricing information we received from our suppliers;

4.1.4 in any case, if we are not permitted by our licensing or intellectual property arrangements to supply the items ordered to you or if we are not permitted to do supply those items in your area.

4.2 If we cancel the contract we will tell you by email. If we cancel the contract we will credit to your account any sum we have taken from your credit card as soon as possible but no later than 30 days from your order. We will not be required to pay any other compensation for cancelling the contract.

5 Delivery of goods

5.1 We will deliver the goods you order to the delivery address you give us when you place your order.

5.2 We will deliver the goods as soon as possible after we accept your order and in any event no later than 30 days from your order.

5.3 You become the owner of the goods you have ordered when they are delivered to you. Once that happens you hold those goods at your own risk. From then on we have no liability for the loss or destruction of those goods.

6 Liability

6.1 If there is any problem with the goods we deliver, whether they are not what you ordered or are defective or damaged or we deliver the wrong quantity of goods, we will not be liable to you un-

- less you notify us of the problem in writing at our contact address within 10 working days from when the goods concerned are delivered to you.
- 6.2 If you order goods and have not received them 30 days after ordering them, we will not be liable to you unless you notify us in writing at our contact address no later than 40 days from when you ordered the goods.
- 6.3 If we receive notice from you in the time and manner required by clause 6.1 or clause 6.2 of a problem dealt with in that clause, or if for any other reason we are liable for a problem within the scope of clause 6.1 or clause 6.2, our only obligation will be, at your option:
- 6.3.1 to make good any non-delivery or shortfall;
 - 6.3.2 to repair or replace any damaged or defective goods; or
 - 6.3.3 to refund to you the amount you paid for the goods concerned, by whatever means we decide.
- 6.4 In relation to and in connection with any order you place for goods, and in relation to and in connection with any sale and/or purchase of goods, no matter how any liability might come about without this sub clause, except to whatever extent that the law would prevent the contract between you and us from excluding or limiting our liability:-
- 6.4.1 we will not have any liability for any indirect or consequential loss, damage or expense even if the loss was reasonably foreseeable or the possibility of such loss was advised;
 - 6.4.2 accordingly (to illustrate the effect of clause 6.4.1 without limiting it), among other things, we will not have any liability for loss of profits, business or goodwill; and
 - 6.4.3 we will not be liable to pay you any money as compensation save for refunding the amount you have paid for the goods concerned where clause 6.3.3 above requires us to do so.
- 6.5 You agree to comply with and be responsible for complying with all applicable legislation and regulations. You agree to obtain and to be responsible for obtaining any customs, import or other permits needed to purchase goods or downloads from us through our site. Importing or exporting certain goods or downloads may be forbidden under the laws of some countries and

other jurisdictions. We do not make any representation to you regarding exporting or importing the goods or downloads you buy. Save to whatever extent the contract between you and us is prevented by the law governing it from excluding such liability, we will have no liability to you in connection with any law prohibiting or regulating the import, export or sale of goods or download content of any particular description.

6.6 Nothing in these terms and conditions is meant to limit or exclude:- (1) any rights you may have as a consumer under applicable local law; (2) any other statutory rights that we are not permitted to exclude; or(3) our liability to you for death or personal injury due to our negligence. This subclause 6.6, to the extent of its scope, has overriding effect despite anything to the contrary in any other clause of these terms and conditions.

6.7 Other than in respect of the sale and purchase of goods (as to which see among others subclause 6.4 above), and subject to subclause 6.6 above:-

6.7.1 to the fullest extent allowed by law, we expressly exclude all warranties, conditions and other contractual terms that might be implied by law;

6.7.2 our entire liability to you arising under or in connection with these terms and conditions whether arising in respect of any breach of our contractual obligations, breach of warranty, breach of condition, representation, statement or tortious act or omission (including but not limited to negligence) or otherwise shall be limited to the amount (if any) paid by you to us under these terms and conditions;

6.7.3 we will not have any liability for any indirect or consequential loss, damage or expense even if the loss was reasonably foreseeable or the possibility of such loss was advised;

6.7.4 accordingly (to illustrate the effect of clause 6.7.3 without limiting it), among other things, we will not have any liability for loss of profits, business or goodwill.

6.8 You agree that our affiliates, directors, employees and representatives will the same protections from liability that we have under this clause 6, except that we may cancel those protections in respect of any individual affiliate, director, employee or representative or class of affiliates, directors, employees or representatives by written notice to you if we see fit, entirely in our dis-

cretion. If we give such notice it will not affect the protection given by this clause 6 to us, nor will it affect the protection given by this clause 6 to any individual or entity who or which does not fall within the description in that written notice of the individual(s) or entity or entities whose protection we waive. We are not under any obligation to give any such waiver.

7 Giving Notice

Except where these terms and conditions expressly state the contrary, (1) any notice from you to us must be in writing and must be sent to us at our contact address at 17 New Street, Waddesdon, Aylesbury, Bucks. HP18 0LR and (2) any notices from us to you may be given by us to you by being displayed on our website from to time.

8 Events outside our control

We shall not be liable to you for any failure to deliver goods or supply downloads you have ordered or for any delay delivering such goods or downloads or for any defect or damage to goods or downloads or error in content if the event omission or default for which we would apart from this clause be liable is caused by any occurrence or circumstance outside our reasonable control. Such occurrences and circumstances outside our reasonable control include (without limiting the scope of the first sentence of this clause 8) acts of terrorism, acts of war, strikes, lock-outs, other industrial or labour relations disputes, disruption to or breakdown of computer or other systems, disruption to or breakdown of network access, fire, flood, explosion and accident and any incompatibility of hardware or software between computer systems or other electronic devices.

9 Invalid Terms

If any part of these terms and conditions is unenforceable then the enforceability of any other part of these terms and conditions will be unaffected.

10 Privacy Policy

You acknowledge that you have read our privacy policy and you agree to be subject to its terms [\[link\]](#).

11 Licence Terms for Downloads and Content

11.1 These licence terms apply to all text, files, images, photos, sounds, applications, videos or other materials that you download from the Site (collectively 'Content').

11.2 We grant you a limited and revocable right to:

4.3 (1) keep one copy of each item of downloaded Content on one electronic device in your personal possession; and

4.4 (2) use that copy for your own personal purposes.

11.3 Unless you have our express written permission or you are expressly authorised by law to do so, you must not:

(1) use the Content for any commercial or other non-personal purpose;

(2) make any further copies of the Content or transfer it to any other device or to any other person; or

(3) otherwise distribute, publish, reproduce, communicate to the public, reformat, modify, prepare derivative works of or display the Content;

(4)(if in a particular instance you have our express written permission or are expressly authorised by law to use the Content for any particular commercial or other non-personal purpose or class of purposes) use the Content for any commercial or other non-personal purpose falling outside the description of the purpose or class of purposes for which you may have such express permission or authorisation by law as previously stated.

To discuss with us the possibility of our licensing Content for any non-personal use or on any wider basis please contact us at 17 New Street, Waddesdon, Aylesbury, Bucks. HP18 0LR T: 07545952048. Such a licence may not be governed by the consumer protection legislation reflected in these terms and conditions.

11.4 The intellectual property rights in all Content are owned by us and if applicable our licensors.

Except for the rights granted to you under sub clause 11.2 above, nothing in these licence terms gives you any right or interest in the Content. All other rights are reserved to us.

11.5 If there is any fault or error with the copy of the Content you have downloaded, you may at any time up to and including fourteen days from the date of the original download, download a single replacement copy. If you do so, you must immediately permanently delete the original download. You acknowledge that the Content may not be compatible with all electronic devices,

that you understand that and that you are responsible for providing any hardware and software that may be needed for you to keep and use the Content. You are not entitled to return or claim a refund for downloaded Content on the basis that it is not compatible with your device.

- 11.6 We may terminate this licence and any agreement for licence governed by these terms and conditions at any time if you breach these terms and conditions or any other terms that apply to your use of the Site. When notified of termination, you must immediately permanently delete and destroy all copies of any Content that are in your possession or control.

4.5

12 Rights of Third Parties

Except for clause 6 of this agreement to the extent that it may apply via subclause 6.8 of this agreement and in such instances subject to the limitations set out in subclause 6.8 of this agreement, any person not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (or any similar legislation) to enforce any term of this agreement. This clause 12 does not affect any other right or remedy of a third party.

13 Choice of Law and Jurisdiction

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14 Entire agreement

These terms and conditions, together with our up to date pricing, delivery and contact details and privacy policy and the other terms of use applying to our website (all as set out on our website), set out the whole of our agreement concerning the supply of the goods. Nothing said by anyone on our behalf should be taken as varying these terms and conditions or as a representa-

tion by us or on our behalf about the nature or quality of any goods or Content. We shall not be liable for any such representation being incorrect or inaccurate or misleading, save to the extent that the law prevents the contract between you and us from excluding such liability (for instance in the case of any fraud perpetrated by an employee of ours acting in the course of their duties).