

## **Terms and Conditions for Products, Services, and Programs Provided by Otobos Consultants Ltd**

### **1. INTRODUCTION**

RebelsGuidetoPM.com, GirlsGuideToPM.com, ProjectManagementRebels.com, elizabeth-harrin.com and ThePracticalForestSchool.com ("site") are owned and operated by Otobos Consultants Ltd, a company registered in England and Wales under company number 09056328 and with our registered office/business address at Pound House, 62a Highgate High Street, London, N6 5HX, UK.

Please read these terms and conditions carefully before placing an order. By purchasing services and/or products on this site, you agree to be bound by these terms and conditions. If you are not willing to be bound by these terms and conditions please do not purchase services or products from this site.

### **2. CHANGES TO TERMS**

We reserve the right, at our discretion, to modify, add, or remove any or all of these terms and conditions at any time and each such change shall be effective immediately upon posting.

Please check these terms and conditions periodically for changes.

Your continued use of this site and purchase of services or products on this site following the posting of changes to these terms and conditions will mean you accept those changes. Please check the terms before every purchase.

If the revised terms apply to any existing provision of services, we will notify you of the changes.

### **3. PRIVACY POLICY AND ACCEPTABLE USE POLICY**

Registration and other information provided by you is subject to our Privacy Policy and shall only be used in accordance with it. For more information, please go to our Privacy Policy <https://www.rebelsguidetopm.com/about/terms-of-use/>.

### **4. AGE RESTRICTION**

You shall not purchase any services or products from our site if you are below the age of 18 years old because under this age, you do not have legal capacity to enter into a contract.

### **5. ACCEPTANCE OF ORDER**

5.1 These Terms will become binding on you and us and a Contract will come into effect between you and us only upon our written acceptance of the order issued to you by email or

when we contact you to tell you that we are able to provide the services or products to you. We are not bound by the order unless we accept it in writing.

- 5.2 If there is any conflict between these Terms and any term of the order, the order will take priority.

**6. ENTIRE AGREEMENT**

These Terms and the Privacy Policy constitute the entire agreement between you and us and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

**7. REPRESENTATIONS**

- 7.1 You acknowledge and agree that by entering into this Contract with us you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Privacy Policy.
- 7.2 You shall not have any claim for innocent or negligent misrepresentation against us based on any statement in this Contract.
- 7.3 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

**8. PROVISION OF SERVICES**

- 8.1 We will supply the services to you in a timely way, as determined by the product or service purchased, from the date set out in the order or the date agreed between us in writing, or for a period of time as specified by the order.
- 8.2 We will make every effort to complete the services on time. However, there may be delays due to an Event Outside Our Control. See clause 14 below for our responsibilities when an Event Outside Our Control happens.
- 8.3 We will need certain information from you that is necessary for us to provide the services, for example, information to be able to charge you. We will contact you in writing about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required or we may suspend the services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the services under this

clause 8.3, you do not have to pay for the services while they are suspended, but this does not affect your obligation to pay any invoices we have already sent you.

- 8.4 We may have to suspend the services if we have to deal with technical problems, or to make improvements agreed between you and us in writing to the services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the services while they are suspended under this clause 8.4 but this does not affect your obligation to pay for any invoices we have already sent you.
- 8.5 If you do not pay us for the services when you are supposed to, we may suspend the services with immediate effect until you have paid us the outstanding amounts (except where you validly dispute an invoice). We will contact you to tell you this. This does not affect our right to charge you interest.
- 8.6 If we supply a product to you as part of the services (such as video training, a report, a CD, a DVD, an e-book or any other form of digital content or any other type of product whatsoever), we will own the copyright, design right and all other intellectual property rights. For the avoidance of doubt, all content obtained through us is our property. You are permitted to use the programs, products and services in the form that is provided by us, for your own personal use in your business. You are not permitted to share, distribute, reprint or republish any of the content. You will not represent the programs, products or services in any way as if they are yours or created by you.

## **9. IF THERE IS A PROBLEM WITH THE SERVICES**

- 9.1 In the unlikely event that there is any defect with the services:
- a) please contact us and tell us as soon as reasonably possible;
  - b) please give us a reasonable opportunity to repair or fix any defect; and
  - c) we will use every effort to repair or fix the defect within 14 days.
- 9.2 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 9.3 Before we begin to provide the services, you have the following rights to cancel our services:
- a) you may cancel any order for Services at any time before the start date for the services by contacting us in writing. We will confirm your cancellation in writing to you;

- b) if you cancel an order for an annual subscription/membership, your access will remain until the end of that order period, and you will not be recharged. However, you will not be refunded on a pro-rata basis for the period of the year after you cancelled.
- c) however, if you cancel an order for services and we have already started work on your order by that time, you will pay us any costs we reasonably incurred in starting to fulfil the order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. However, where you have cancelled an order because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to us.

9.4 If the Contract is of an indefinite duration, once we have begun to provide the services to you, you may cancel the contract for services with immediate effect by giving us written notice if:

- a) we break this contract in any material way and we do not correct or fix the situation within 28 days of you asking us to in writing;
- b) we go into liquidation or a receiver or an administrator is appointed over our assets;
- c) we change these Terms under to your material disadvantage;
- d) we are affected by an Event Outside Our Control.

## **10. DIGITAL PRODUCTS**

10.1 In relation to digital content not on a tangible medium, you may cancel the contract at any time up to 14 days after the day on which the contract is entered into.

10.2 Notwithstanding clause 10.1, you agree that we may begin the supply of digital content not on a tangible medium before the end of the cancellation period set out in clause 10.1 and you acknowledge that you will lose your cancellation rights.

## **11. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

11.1 We may have to cancel an order before the start date for the services due to an Event Outside Our Control or the unavailability of key personnel or key materials without which we cannot provide the services or the products. If this happens:

- a) we will promptly contact you to let you know;

- b) if you have made any payment in advance for services or products that have not been provided to you, we will refund these amounts to you;
  - c) where we have already started work on your order for services, we will not charge you anything and you will not have to make any payment to us.
- 11.2 Once we have begun to provide the services to you, we may cancel the contract for the services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you.
- 11.3 We may cancel the contract for services at any time with immediate effect by giving you written notice if:
  - a) you do not pay us when you are supposed to. This does not affect our right to charge you interest on late payment; or
  - b) you break the contract in any other material way and you do not correct or fix the situation within 7 days of us asking you to in writing.

## **12. PRICE AND PAYMENT**

- 12.1 Prices of the services and products are specified on our site and confirmed on the checkout page. We may change our prices any time, but that will not affect the prices for confirmed orders.
- 12.2 Our prices are inclusive of VAT, where this is charged. However, if there is a change in the rate of VAT between the date of the order and the date of delivery or performance, the rate of VAT that you pay will be adjusted, unless you have already paid full purchase price prior to the change in the rate of VAT takes effect.
- 12.3 Despite our best efforts, there may be incorrect prices on some of the services or products. If the correct price is less than a price shown on our site, the lower amount will be charged. If the correct price is higher than the price specified on our site, we will inform you of this and ask whether you wish to continue with the order with the actual higher price. If the error in price is obvious, unmistakable and mispricing could have been recognised reasonably by you, we will not be liable to provide the services or products to you at the lower price that was incorrect.
- 12.4 Payment for services is to be made in advance by credit or debit card or PayPal except where agreed otherwise in writing between us. Where payment is on a repeating basis, you give us permission to automatically charge your credit, debit card or PayPal account for your program, product or service, without additional authorisation.

12.5 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of HSBC 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. We reserve the right to cease your access immediately and permanently in the event of non-payment.

**13. LIMITATION OF LIABILITY**

13.1 Our programs, products, services and materials are for informational and educational purposes only. You agree that you are using your own judgment in using our products, programs, services and materials and you agree to doing so at your own risk, being responsible for your actions, decisions and results.

13.2 Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual or business.

13.3 Services and products supplied by us are for non-commercial purposes only. You shall not use the services or products for any business or re-sale, commercial purpose. We are not liable to you for any loss of business, loss of profit, loss of business opportunity, or business interruption.

13.4 Exceptions to Limitation of Liability

Our liability does not exclude or limit in any way:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (c) defective products under the Consumer Protection Act 1987;
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Products Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession).

**14. CIRCUMSTANCES BEYOND OUR CONTROL**

14.1 If there is failure to perform, or delay in performance of any of our obligations under these Terms due to Circumstances Beyond Our Control, we will not be liable for such failure.

14.2 Circumstances Beyond Our Control include any act or event beyond our reasonable control, including without limitation lock-outs, strikes, or other industrial action by third parties, riots,

civil commotion, terrorist attack or threat of terrorist attack, invasion, war (whether declared or not) or threat or preparation for war, explosion, fire, flood, storm, subsidence, epidemic, earthquake, or other natural disaster, or failure of private or public telecommunications networks.

- 14.3 If any Circumstances Beyond Our Control affects the performance of our obligations under these Terms:
- 14.4 you will be notified as soon as reasonably possible; and
- 14.5 the time for performance of our obligations will be extended and our obligations under these Terms will be suspended for the duration of the Circumstances Beyond Our Control.
- 14.6 If Circumstances Beyond Our Control occur and you do not wish us to provide the services, you may cancel the contract in accordance with clause 9. We may cancel the contract if the Circumstances Beyond Our Control continues for more than 4 weeks in accordance with our cancellation rights.

**15. YOUR LICENCE TO US**

- 15.1 By posting or submitting any material through our products, programs, services, such as email, comments, posts, photos, images, videos or other contributions, you are representing that you are the owner of all such materials and you are at least 18 years old.
- 15.2 When you submit to us or post any comment, photo, image, video or any other submission for use on or through our site, you are granting us, and anyone authorised by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, worldwide licence to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute and/or publicly perform or display such contributions, in whole or in part, in any manner or medium, now known or in the future, for any purpose.
- 15.3 You also grant us, anyone authorised by us, the right to identify you as the author of any of your comments, posts, photos, images, videos or other contributions, by name, email address or screen name. You acknowledge that we have the right but not the obligation to use and display any contributions from you of any kind and that we may elect to cease the use and display at any time for any reason.

**16. MEDIA RELEASE**

- 16.1 By participating in our programs, services or products, and using our program materials, including our Facebook communities, you consent to photographs, videos, and/or audio recordings that may be made that may contain you, your voice and/or your likeness. At our sole discretion, we reserve the right to use these videos, photos, and/or audio recordings and/or any other materials submitted by you to us in connection with your participation in

our programs, products or services, in current or future products, programs or services, and/or our marketing or promotional efforts, without compensation to you at any time, now or in the future.

**17. NOTICE**

17.1 Any notice to us should be in writing and sent to us by e-mail, by hand, or by pre-paid post to Otobos Consultants Ltd at Pound House, 62a Highgate High Street, London, N6 5HX, UK.

17.2 Any notice to you will be in writing by e-mail, by hand, or by pre-paid post to the address you provided us with on the Order.

**18. MISCELLANEOUS**

18.1 We may assign our rights and obligations under these Terms to any another person. If there is any such assignment of rights and obligation, we will inform you in writing or by email.

18.2 You cannot transfer your rights and obligations under these Terms to any another person without our written approval.

18.3 This contract is only between you and us. No other third person shall have any rights to enforce any terms.

18.4 Each paragraph of these Terms are separate and distinct from other. If any court or relevant authority determines any of paragraphs of these Terms is unlawful, then such determination will not affect other paragraphs and all other remaining paragraphs will remain in effect and full force.

18.5 We try to ensure that the availability and delivery of products, programs and services is uninterrupted and error-free. However, we cannot guarantee that your access will not be suspended from time to time to allow for site maintenance, repairs, updates and equivalent, or Events Beyond Our Control.

18.6 We may provide links to other websites maintained by third parties. These are provided for your convenience. We are not responsible for material viewed on other websites.

18.7 Our failure to insist that you perform any of your obligations under these Terms, or to enforce our rights against you, or delay in doing so, does not mean that our rights against you have been waived and does not mean that you need not comply with those obligations. Any waiver by us of your default will be only in writing, and it does not mean that we will waive any of your future defaults.

18.8 English law governs these Terms and contract between you and us. English courts will have jurisdiction on any dispute that may arise out of this Terms or contract between you and us.



However, you may bring proceedings in Northern Ireland if you are a resident of Northern Ireland, and you may bring proceedings in Scotland if you are a resident of Scotland.

**19. CONTACT US**

19.1 For any questions or queries you can e-mail us at [hello@otobosgroup.com](mailto:hello@otobosgroup.com).