

TERMS & CONDITIONS

1. SMG MEDIATION LTD TERMS.

1.1 What these terms cover. These are the terms and conditions on which we supply services or products to you, whether these are goods, services or of digital content. By using this site you signify your agreement to these Terms & Conditions. If you see any information or description you believe to be incorrect, please contact us and we'll verify for you.

1.2 Why you should read them. Please read these terms carefully before you submit/place your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 Legal information. This page contains important information explaining your relationship with the owner of this internet site and your rights to access and use the information on it. Please read this notice carefully. If you do not agree to accept all the terms of the notice, please do not use this site. By using this website you show you accept such terms.

1.4 “You” or “your”: for the purpose of this document; it means the individual placing an order.

1.5 “We”: for the purpose of this document; it means SMG Mediation Ltd

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are SMG Mediation Limited a company registered in England and Wales. Our company registration number is 9241506 and our registered office is at 5 Chancery Lane, London WC2A 1LG Crescent.

2.2 How to contact us. You can contact us by telephoning our customer service team on +44 (0)20 7406 1456, by writing to us at admin@smgmediation.co.uk or 5 Chancery Lane, London WC2A 1LG.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address, postal address you provided to us in your order or upon joining our mailing list.

“Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we email you confirmation of acceptance, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order or booking, we will inform you of this in writing and will not charge you for the service or product. This might be because the service/product is unavailable, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the service/product or because we are unable to meet a delivery deadline you have specified.

3.3 Your Mediation meeting. We will email you confirming the date and time of your mediation meeting

3.4 Your product. When the product is placed and payment is confirmed. We will email you confirming your purchase and provide an invoice of the amount you purchased.

4. YOUR RIGHTS TO MAKE CHANGES

4.1 If you wish to make a change to the product or service you have ordered/placed.

Please contact us, we will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product/service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 6 Your rights to end the contract).

5. OUR RIGHTS TO MAKE CHANGES

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

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

5.2 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.

5.3 Mediation meeting. We may update or require you to adjust the date and/or the time of the mediation.

5.4 Terms & Conditions. We may update the terms & conditions at anytime and we will endeavour to inform you of any major changes, but it is your responsibility to check the terms of conditions upon making any purchase of product or service and upon making a

purchase would mean that you have read, understood and accepted these terms & conditions and any such changes.

5.5 Access to this site. Access to this Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the products and services we provide on this Site without notice. We will not be liable if for any reason this Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of this Site to users who have registered with us.

You must not misuse this Site by knowingly introducing viruses, Trojans, worms or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server(s) on which the Site is stored or any server, computer or database connected to the Site.

6. YOUR RIGHTS TO END THE CONTRACT

6.1 Ending your contract with us. You can always end your contract with us. Your rights when you end the contract can be done at anytime but depending on what you have purchased, and when you decide to inform us you want to end the contract. You may incur cancellation, deductions fees or no refund upon ebook purchase.

6.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) 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 error in the price or description of the product you have ordered and you do not wish to proceed;
- (b) 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
- (c) The Mediation meeting date and time is adjusted due to the Mediators availability
- (d) you have a legal right to end the contract because of something we have done wrong.

6.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

6.4 SMG Mediation Ltd Cancellation of services

6.4.1 Mediation. You have the right to cancel your mediation at anytime, prior to the scheduled mediation. You will incur cancellation fees within the scheduled mediation. Cancellation Fees: This takes effect once a date for a mediation has been confirmed.

6.4.2 If the mediation is cancelled less than 3 working days prior to the scheduled mediation the Mediator remains entitled to the standard fees.

6.4.3 If the mediation is cancelled less than 7 working days prior to the scheduled mediation the Mediator remains entitled to half the standard fees.

6.4.4 If the mediation is cancelled more than 7 working days prior to the scheduled mediation the Mediator remains entitled to £700 per party.

6.4.5 All fees are inclusive of Tax.

6.4.6 A Party's Solicitors shall be liable to the Mediator for any Fees not paid by the Party.

6.4.7 Unless otherwise agreed during the mediation or ordered by the court, each Party shall pay its own costs in connection

6.5 SMG Mediation Ltd Cancellation of products

6.5.1 Products. Ebook products are non-refundable. Confirmation email of ebook purchase preempts any refund period. So once you receive an email confirmation or you download the ebook all sales are final, as the benefits of the product are realised immediately upon payment.

7. OUR RIGHTS TO END THE CONTRACT

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

(a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the product/service..

8. IF THERE IS A PROBLEM WITH THE PRODUCT OR SERVICE

8.1 How to tell us about problems. If you have any questions or complaints about product(s) or services please contact us. You can contact our customer service team by writing to us at admin@smgmediation.co.uk or SMG Mediation Ltd 5 Chancery Lane, London WC2A 1LG.

8.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

9. PRICE AND PAYMENT

9.1 Where to find the price for the product or service. The price of the product or service (which includes VAT) will be the price indicated on the order pages or booking form when you place your order. We use our best efforts to ensure that the price of the product/service advised to you is correct.

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

9.3 When you must pay and how you must pay. We accept payment with all major credit and debit cards through PayPal. When you must pay depends on what product you are buying:

- (a) For digital content, you must pay for the products before you download them.
- (b) For mediation services, you must pay before the mediation meeting and the mediation, whichever takes place first.

9.4 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

10. Information on this site and Disclaimer

10.1 Site information and Disclaimer. SMG Mediation Ltd try to ensure that all information provided on this Site is correct at the time of inclusion but do not represent or warrant that the material comprised in this Site is completely accurate or up to date. Accordingly, neither SMG Mediation Ltd shall have any liability in respect of such material or for any use of or reliance on such information by any such person.

10.2 Digital product. 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 provide a replacement. 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.

10.3 Business losses. We are not liable for business losses We only supply the products for domestic and private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. External links to Websites

11.1 Site links. Where this Site contains links to other websites or materials provided by third parties, these links are provided for your information only. SMG Mediation Ltd has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

12. How we will use your personal information. We will use the personal information you provide to us:

12.1 to supply the products to you;

12.2 to supply services to you;

12.3 to process your payment for the products and services; and

12.4 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us or unsubscribing to our emails..

We will only give your personal information to other third parties where the law either requires or allows us to do so or there is legitimate interest.

13. Copyright and Intellectual Property

13.1 This Site. including this legal notice, contains material including text, photographs and other images, which is protected by copyright and/or other intellectual property rights. All copyright, trade marks and other intellectual property rights in the material comprising this Site are owned by or licensed to SMG Mediation Ltd.

Any reproduction or use of such trade marks and other intellectual property rights, save as permitted hereby, is strictly prohibited and may result in civil and/or criminal liability. Any trade mark, copyright or other intellectual property notices contained in the original material must not be removed from any material copied or printed off this Site.

Save as expressly permitted, no part of this material may be reproduced in any form including storing it in any medium by electronic means whether or not temporary or incidental to some other use. Commercial use is not permitted. Particular terms relevant to the use of downloadable material are as set out below. Certain materials contained on this Site are intended to be downloadable for certain purposes.

13.2 Permitted uses for downloads are:

Purchased digital products

Mediation Downloads

Mediation agreement

Questionnaire

Referral Form

Complaints procedure

Private study or reference.

Non-published research.

Reporting in the media, so long as those reports are legitimate and legal in their country of publication.

To assist third parties engaged by the Company in fulfilling company requirements.

By Company employees for the purposes of their employment.

14. Legality

14.1 Courts. If a court finds part of this contract illegal, the rest will continue in force. If any court or relevant authority decides that any of the terms 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/service, we can still require you to make the payment at a later date.

14.2 laws & Jurisdiction. Which laws apply to this contract and where you or we may bring legal proceedings. These terms are governed by English law and legal proceedings will take place in English courts.