

# LOVO TERMS AND CONDITIONS

These terms and conditions apply to the use of our website, lovo.website, and to the purchase of our e-Learning and Store Products.

You agree to these terms and conditions when you use lovo.website and any of its sub- domains. Lovo.website is managed by Ladies of Virtue Outreach CIC, registered in England with company number 06463009 and registered address at 121 Peckham Park Road, London, England, SE15 6SX (referred to as 'we', 'us' or 'our' below).

## Using lovo.website

Lovo.website is maintained for your personal use. You agree to use this site only for lawful purposes and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of this site by any third party.

We aim to update our site regularly, and may change the content at any time. By using this site, you indicate that you accept these terms and conditions and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

## Our e-Learning Products and content

This section governs the way in which we supply e-Learning courses to you. Please read these terms carefully before purchasing an e-Learning Course and print off a copy for your records.

For purchases via lovo.website, by clicking on the "Place order" button, you agree to these terms and conditions which will bind you. If you do not agree to these terms and conditions, you must cease to continue to purchase any e-Learning Product from us.

We develop, distribute, and maintain the Products and will also provide you with log in details to our learning platform (the "Platform"). We will also manage your access to the Products and Platform and provide support to you, where necessary.

### 1. Use of our e-Learning Products by you

You shall not copy, modify, transmit, distribute or in any way exploit the Products or any other copyrighted materials provided other than for your individual training. Any other purpose is expressly prohibited under these terms. You shall also not permit anyone else to copy, use, modify, transmit, distribute or in any way exploit the Products or any other copyrighted materials.

We provide the materials 'as is' and without any warranties, whether express or implied, except those that cannot be excluded under statute. We also do not warrant that the materials will be error free, including technical inaccuracies.

### 2. Use of the Platform by you

You shall only use the Platform to access the Products for your individual training. You shall not (and shall not knowingly permit others to) use the Platform to:

- defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity, and intellectual property) of others, or interfere with another party's use of the Platform;
- publish, upload, ship, distribute or disseminate any harmful, infringing, fraudulent, tortious, or unlawful material or information (including any unsolicited commercial communications);
- misrepresent, or in any other alter any technical information in communications using the Platform;
- transmit or upload any material (including without limitation data, information, pictures, documentation, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Platform, in whole or in part);
- bypass or breach any security device or protection used by the Platform or access or use the Platform other than using then valid access credentials;
- remove, delete, alter, or obscure any trademarks, documentation (relating to the use of the Platform), warranties or disclaimers, or any copyright, trademark, patent, or other intellectual property rights notices from any Platform;
- access or use the Platform for purposes of the development, provision, or use of a competing software service or product;
- sell, resell, assign, pledge, transfer, license, sublicense, distribute, rent, or lease the Platform.

### 3. Access to Materials

The starting date of your access to the Product(s) is deemed to be the date of purchase and will expire after 6 months. We will attempt to contact you 1 month prior to the expiry date to inform you of this. It is the responsibility of the student to ensure that all course content has been completed within the allocated time period (as detailed in the relevant course guide).

We will take all commercially reasonable steps to provide you with uninterrupted access to the Products. However, your access may be restricted from time to time for reasons beyond our control. Such reasons include force majeure

events, power outages and actions from computer hackers and others acting outside the law. Your access may also be interrupted due to software issues, server downtime, increased Internet traffic, programming errors, regular maintenance, and other related reasons. Where this is the case, we will take commercially reasonable steps to restore your full access within a reasonable period of time. 'Commercially reasonable' in these terms shall mean reasonable efforts taken in good faith, without an unduly burdensome use or expenditure of time, resources, personnel, or money.

Our joint aim is to provide courses and materials of the highest quality. As such, improvements or changes to the Products or any other materials may occur at any time without prior notification to ensure that they are up to date and accurate.

Where your access to the Products is restricted for any of the above reasons, we may provide you with a free extension of time at our sole discretion.

#### **4. Pricing and Payment**

We use a third-party payment provider, Stripe. Payment for the Products must be made at the point of purchase.

You agree to provide payment for the Products in the stipulated currency and you will be liable to pay any relevant conversion charges, as well as applicable sales tax in your region. Please note that we must receive your payment in full before providing you with access to the Products.

Your payment includes the licensing of the Products for a limited period of time that is appropriate for the eLearning content. We are unable to provide a refund if you fail to complete the content within the allocated time, except at our absolute and sole discretion. We reserve our right to review and change the pricing of any of our products. This will not affect products that have already been purchased.

#### **5. Cancellation Policy**

Where Products are delivered to you immediately, you will not have the right to change your mind. In other cases, you may change your mind within fourteen (14) days of purchase, so long as materials have not been provided to you, downloaded, streamed, or otherwise accessed. If you do wish to cancel, please contact us via email at [hello@lovo.org.uk](mailto:hello@lovo.org.uk).

It is your responsibility to ensure that you meet the system requirements, including compatible hardware, software, telecommunications equipment, and Internet service, prior to purchasing any content. We are unable to provide refunds where your access to the Products is inhibited due to insufficient system requirements.

We may restrict your access to the Products if you breach these terms, including without limitation:

- A failure to make any payment due to us; or
- Failure to provide accurate information that is necessary for us to provide the Products to you.

In these circumstances, we will inform you in writing with seven (7) days' notice that your access to the Products will be restricted.

#### **6. Your Rights**

Under the laws of the United Kingdom, the Products must be as described, fit for purpose and of a satisfactory quality. If the Products are faulty, then you are entitled to ask for a repair or a replacement and if the fault cannot be fixed, or it has not been fixed within a reasonable time and without significant inconvenience, then you can get some or all of your money refunded.

If you can show that the fault has damaged your device and that we have not used reasonable care and skill, then you may be entitled to compensation.

Your legal rights as summarised above are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

## **Our Store Products**

This section governs the way in which we our non-e-Learning Products to you. Please read these terms carefully before purchasing these products on [lovo.website](http://lovo.website). By clicking on the "Place order" button, you agree to these terms and conditions which will bind you. If you do not agree to these terms and conditions, you must cease to continue to purchase our Products.

#### **1. Orders and Contract**

Your order for goods is accepted and a contract is formed between LOVO and you when we despatch the goods you have ordered and not before. A contract is not formed at the point in time that payment has been taken from you by LOVO, nor at the point in time that you receive an email from LOVO acknowledging receipt of your order. Until the goods are dispatched the order may not be accepted by LOVO or may be cancelled by you.

Purchases from [lovo.website](http://lovo.website) will be charged the day the goods are dispatched.

#### **2. Cancelling Your Order**

Under Consumer Regulations you have the right to cancel your order if you do so no later than 14 days after the day on which you receive the goods or service.

You must inform us of your wish to cancel in writing either by letter or email via [hello@lovo.org.uk](mailto:hello@lovo.org.uk) within a period of 14 days beginning on the day after the day you receive your goods and attaching a valid proof of purchase. Where applicable, if the Product has been dispatched to you before you cancelled the purchase, you must return the Product to LOVO within 14 days starting on the day after you cancel the order.

You must take reasonable care of the goods and not use them. You should return goods to us in their original packaging, wherever possible, within 14 days of informing us of your wish to cancel. If you return goods to us, we will not be responsible for any loss or damage to them during transit and we recommend that you use a recorded or secure delivery method. If goods are lost or damaged in transit, we may charge you, or not refund to you, amounts that are attributable to the loss or damage.

For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Full details of how to return goods can be found in the Returns and Refunds section. Additional delivery charges such as delivery charges will not be refunded if you cancel or return your order.

### **3. Delivery Charges**

Our standard courier delivery charge to home is £2.50 per order for one person delivery items. These additional delivery charges will not be refunded if you cancel or return your order unless the product is faulty or does not fit the description given.

### **4. Returns & Refunds**

You may return products in a new and unused condition and wherever possible in the original packaging. If you want to return your order you must do so within 28 days.

When you return your Product to LOVO, please include your name, email address, order number and order date to help LOVO identify your order quickly.

Once LOVO has received and validated your returned Product, LOVO will send you an email to confirm the validation. LOVO will refund to you the full price you paid for the Product (including all VAT and/or other taxes) together with delivery costs you have paid, although, as permitted by law, the maximum delivery costs refunded will be the cost of the standard delivery service. Any refund will be made as soon as possible and in any event from 7 days after the day on which LOVO receives the Product back from you.

## **Disclaimer**

While we make every effort to keep [lovo.website](http://lovo.website) up to date, we do not provide any guarantees, conditions, or warranties as to the accuracy of the information on the site.

We cannot accept liability for loss or damage incurred by users of the website, whether direct, indirect, or consequential, whether caused by tort, breach of contract or otherwise, in connection with our site, its use, the inability to use, or results of the use of our site, any materials posted on it. This includes loss of:

- income or revenue;
- business;
- profits or contracts;
- anticipated savings;
- data;
- goodwill;
- tangible property;
- wasted management or office time.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **Visiting [lovo.website](http://lovo.website)**

We process information about you in accordance with our [Privacy Policy - LOVO](#). By using our site, you consent to such processing, and you warrant that all data provided by you is accurate.

## **Staying safe**

We make every effort to thoroughly check and test material for you at all stages of production, however you must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website.

## **Viruses, hacking and harmful material**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them.

In addition, you must not publish content, or links to content, that:

- is pornographic, sexually explicit, or violent;
- is illegal (including stolen copyright material and material that infringes or has the potential to infringe the intellectual property rights of another);
- is reasonably likely to cause harm, or that could be reasonably considered as slanderous or libelous;
- breaches another's privacy.

## **Governing law**

These terms shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **General**

We accept no liability for any failure to comply with these terms where such failure is due to circumstances beyond our reasonable control. If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion. If any of these terms are held to be invalid, unenforceable, or illegal for any reason, the remaining terms shall nevertheless continue in full force.

## **Revising our terms**

We may at any time revise these terms without notice. Please check these terms and conditions regularly, as continued use of the [lovo.website](#) after a change has been made is your acceptance of the change.