

Terms & Conditions

This web site is operated by Teen-Behaviour.Com Ltd, a company incorporated in England.

Teen-Behaviour.Com Ltd cannot provide you with services until you have agreed to these terms and conditions. They represent the contract between you and Teen-Behaviour.Com Ltd ("us", "we", etc). When you use any of our Services, as defined below, you agree to be bound by these terms and conditions. We advise you to print a copy now.

1. Definitions

In this document:

- **"Content"** means information and/or data in any form published on Our Website by us or any third party with our consent.
- **"Copy or Publish"** with reference to a Licensed Product, means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up, changing, cropping or any other change or use as part of some other created work.
- **"Licence"** means a licence granted by us to you in the terms of this agreement for use of a Licensed Product.
- **"Licensed Product"** means any product, material or thing offered for licence by us on Our Website, whether or not bought by you. A reference to "Product" shall be a reference to all or part of a Product or to a Product changed by you in any way.
- **"Our Website/s"** means all of the hardware and software installation that enables our website to function and all Content.
- **"Post"** means place on or into Our Website any Content or material of any sort by any means.
- **"Product"** means anything we offer for sale on Our Website.
- **"Service" or "Services"** means all the services we provide, whether or not from Our Website. It includes documents and letters for which you buy a licence to use, documents we prepare for you, all advice we give, information we provide and all other actions we take for you.
- **"Software"** means software we or you use to provide a Service.
- **"Third Party Owner"** means an owner of a Licensed Product which is not owned by us. (Example: documents draw by others)

2. Interpretation

In this agreement unless the context otherwise requires:

2.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

2.2 in the context of permission, "may not" in connection with an action of yours, means "must not".

2.3 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;

2.4 a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.

2.5 all money sums mentioned in this agreement are calculated net of VAT, which will be charged when payment is due where appropriate.

2.6 these terms and conditions apply to all supplies of a Service or Licensed Products by us. They prevail over any terms proposed by you.

2.7 this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Our Contract

3.1 If you use Our Website in any way on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.

3.2 In entering into this contract you have not relied on any representation or information from any source except Our Website.

3.3 You acknowledge that you are satisfied that the Product or Service you have selected is suitable and satisfactory for your requirements.

3.4 When you click to buy a Product or Service from us, in law you are offering to buy. Your contract with us is made only on the first to happen of:

3.4.1 we send a Product to you; or

3.4.2 we authorise you to download a Product; or

3.4.3 you have sent a completed instruction to us **and** paid for the Service you have ordered **and** we have started work for you.

3.5 Every Product or Service you buy which is separately identifiable is the subject of a separate contract. Accordingly, performance or breach of one contract does not affect any other.

3.6 You cease to be a client of Teen-Behaviour.Com Ltd when our contract with you is concluded on the first to happen of:

3.6.1 your receipt of a document or form you have bought, by any means;

3.6.2 our sending of a document or form by e mail and not receiving notification from our service provider of non delivery;

3.6.3 our completion of any other task or Service for which you have paid us;

3.6.4 our having worked for the amount of time for which you have paid us, even if the work is unfinished.

3.7 As a result you are not a client for the time between our completing one piece of work for you and starting another. Each piece of work is a new retainer which terminates when that work is done. If we should give advice on the same

case at a subsequent time, such advice constitutes a separate contract and does not retrospectively extend the first contract for our Services.

3.8 There is no contract between us for any free Service, so you do not become a client by using any free Service and we are not liable to you in any way resulting from your use of any free service.

3.9 The price of any document or other Service may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy a Service.

3.10 Services will be delivered by your free download, by e-mail or by both of these, at our choice.

3.11 You agree that you are bound by these terms (or the latest version of them) for all future contracts with us, whether ordered through Our Website or in some other way.

3.12 You now agree that you commit a breach of this contract if you seek repayment of money paid to us by asking your credit card provider to credit back a payment made to us, without attempting to seek repayment from us first. In that event, you agree that you will owe us first the sum charged to us by our merchant service provider and secondly a sum based on time spent at £100 per hour in dealing with your breach. You also agree that this provision is reasonable.

4. Teen-Behaviour.Com Ltd charges

4.1 The prices payable for the Licensed Products and Services are clearly set out on Our Website.

4.2 Charges for Services are estimated.

4.3 When we cannot provide a firm price, we will charge by the hour. In that case all work done, including all letters, e-mails, and telephone calls made and received will be charged on a time basis in minimum units of one tenth of an hour.

4.4 Estimates of money will be provided to you wherever possible.

4.5 Our Service requires payment in advance in every case.

Note: you can keep our charges low by providing full instructions and avoiding unnecessary contact.

5. Security of your credit card

5.1 We take care to make Our Websites safe for you to use. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

5.2 If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process

your automatic monthly payments or other transactions which you have initiated.

6. Holding money on your behalf

6.1 We do not conduct money transactions nor make payments on behalf of clients. We cannot therefore accept or hold money on your behalf, beyond money paid for our immediate Services.

Delivery of the Services

7.1 Products supplied instantaneously or almost so, will be delivered by e mail or by your own download from Our Web Site.

7.2 If you pay by Internet bank transfer, we will deliver a Product to you by e mail within two days of our knowing you have paid us.

7.3 If you pay by cheque, we will deliver your Product or Service to you by email within five days (and often very much sooner) after clearance of your money into our account.

7.4 We accept no responsibility for problems you may have in making payment through a web page of our payment service provider or in downloading any document or other Service.

8. Cancellation and refunds

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided the Regulations apply to the transaction concerned, then the following terms apply to this contract.

8.1 We now inform you that information relating to all aspects of our Products and Services is not in this document but in other web pages from where you select the Product or Service.

8.2 Every Product or Service provided by us is designated to be delivered immediately or as soon as we are reasonably able to deliver it. Most products are supplied automatically after you have made payment.

8.3 We do not supply any product or service on terms for future delivery. That means, if you wish to use our Products or Services, you must instruct us to deliver in accordance with our terms.

8.4 By accepting these terms, you now agree that you are instructing us to deliver immediately and you understand that, in doing so, you lose your right to cancel your order within 14 days.

8.5 So far as concerns Services you buy from us, if any service is continuing, you may cancel it at any time before we have completely provided it. If you do, we will return to you any money paid after deduction of an appropriate amount to cover any part of the work we have done, including work we may not by then have told you about.

8.6 A contract for drafting work is a single contract, even if payments are made over a period of time. That means no new cancellation right arises if you add to your original instructions.

8.7 This paragraph does not affect your rights in the event that there is any material error in the Product.

9. Liability for subsequent defects

9.1 Please check the Product received from us immediately after you download it.

9.2 If you find an error in the Product, you must tell us by email message via our contact form

9.3 The procedure to report an error is as follows:

9.3.1 you must report to us as soon as any error is discovered but not later than 7 days from receipt by you.

9.3.2 please tell us clearly what is the error you complain of and other information to enable us to identify it.

9.4 If we agree that the Product is faulty, then we shall:

9.4.1 correct the error and come back to you within 3 days, or

9.4.2 refund the full cost you have paid.

10. Promotions, offers and events

If we offer Services in some way not anticipated by these terms, then you are entitled to terms no less favourable than those set out here.

11. Disclaimers and limitation of liability

11.1 The law differs from one country to another and between consumers and other buyers. This paragraph applies so far as the applicable law allows.

11.2 All implied conditions, warranties and terms are excluded from this agreement.

11.3 We make no representation or warranty that any Service or Licensed Product will be:

11.3.1 useful to you;

11.3.2 of satisfactory quality;

11.3.3 fit for a particular purpose;

11.3.4 available or accessible, without interruption, or without error.

11.4 Except in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of £1,000. This applies whether your case is based on contract, tort or any other basis in law.

11.5 We shall not be liable to you for any loss or expense which is:

11.5.1 indirect or consequential loss; or

11.5.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

11.6 If you become aware of any breach of any term of this agreement by any person, please tell us by email via the contact form. We welcome your input but do not guarantee to agree with your judgement.

11.10 Services provided by Teen-Behaviour.Com Ltd or by any other person are provided "without liability". We make no representation and give no warranty with respect to any of the Services. We do not suggest any document or Service is suitable for your particular use.

11.11 You take full responsibility for the methods you decide to implement. We operate in an advisory capacity only.

11.12 Documents are provided as template versions for you to edit and change to suit your circumstances.

11.13 Documents may include technical inaccuracies or typographical errors.

11.14 Advice given and documents drawn specially for you are appropriate only to the facts and circumstances you have told us about. If you do not give us full instructions, it is possible that our advice may also be incomplete.

11.15 We are not responsible for any action you decide to take as a result of using a Service or buying a Licensed Product.

11.16 We are under no obligation to undertake any work for you beyond what has been specifically agreed.

11.19 Our Website contains links to other internet web sites. We have neither power nor control over any such web site. You acknowledge and agree that we shall not be liable in any way for the content of any such linked web site, nor for any loss or damage arising from your use of any such web site.

11.20 Advice given and documents produced by Teen-Behaviour.Com Ltd are valid only within the jurisdiction of England and Wales. In practice, most documents are valid in Scotland and Northern Ireland and many are valid in other jurisdictions.

12. Your Licence to use a document

12.1 When you "buy" a Teen-Behaviour.Com Ltd form or document, what you do in fact buy is a licence to use our document for the purposes of your personal use only. You may use it as often as you like subject to the other terms of this agreement.

12.2 We do not offer the Services in all countries.

12.3 All ownership rights and intellectual property rights in the Content and Software whether provided by us or by any other Content provider shall remain the sole property of us and / or the other Content provider. We will strongly protect our rights in all countries.

12.4 You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content or Software, in whole or in part, except as is expressly permitted in this agreement.

12.5 No express or implied licence of the Licensed Product or any other material is granted to you other than the express Licence granted in this agreement.

13. Limitations and permissions on Licences

13.1 You must not sub-license a Licensed Product, unless we have made a specific agreement with you to enable you to do so.

13.2 You must not Copy or Publish a Licensed Product except as specifically allowed in this agreement.

13.3 You may not allow any other person to use a Licensed Product except in the situation or context for which you have bought it.

13.4 You may not represent or give the impression that you are the owner or originator of any Licensed Product or of the Software. This does not apply to a person with whom we have made a specific agreement to use the Software for resale.

13.5 You may not remove any identification or reference number or other information which may be embedded in any file of a Licensed Product.

14. Third Party Owners and additional restrictions

Some Products offered for Licence on Our Websites are owned by Third Party Owners and not by us. Where that is indicated, the following additional provisions apply:

14.1 The price of the Licence includes a sum payable by us to the Third Party Owner.

14.2 You have no obligation to make payment to the Third Party Owner.

14.3 We are the agent of the Third Party Owner and accept all obligations and liability to you in connection with the Licensed Product.

14.4 You remain liable to the Third Party Owner, through us, for compliance with this agreement.

14.5 In any event when you may be liable to the Third Party Owner for breach of this agreement, you will indemnify us for all cost and liability arising from our relationship with the Third Party Owner, our acting as his agent, or your buying a Licensed Product owned by him.

15. Storage of papers and documents

We are not obliged to keep copies of communications between us, nor papers you send to us in any connection. You should therefore never send original papers to us. In practice, we will endeavour to keep soft copy of advice given, for our own benefit.

16. Copyright and other Intellectual property

16.1 You agree that at all times you will:

16.1.1 not to cause or permit anything which may damage or endanger our title to any Licensed Product or other intellectual property or the title of any Third Party Owner whose work has been made available to us as a Licensed Product;

16.1.2 notify us of any suspected infringement of the intellectual property.

16.2 If you use a Licensed Product in a way not allowed by this agreement we may take legal action anywhere in the World. If loss to us or any other person results from your wrongful action, you will be liable to pay.

16.3 If we terminate the Licence on account of your breach, you agree that you will:

16.3.1 immediately stop using the Licensed Product;

16.3.2 destroy all copies of the Licensed Product in your possession or control;

16.3.3 destroy any work of yours derived from a Licensed Product.

16.4 To give assurance both to you and to us that you are using the Licensed Product in accordance with the terms of the Licence, you agree that you will give us copies of your works and materials containing or using a Licensed Product. We will give you 14 days notice of this requirement. You agree also to provide access to relevant pages which have restricted access or are fire-walled.

16.5 If we reasonably believe that you are using a Licensed Product beyond the scope of this Licence, you agree to provide written confirmation of your compliance, in a form to be drawn by us.

17. Content you Post to Our Website

You agree that you will not use or allow anyone else to use Our Website to Post Content or produce a document which is or may:

17.1 be information which could promote or assist any unlawful purpose;

17.2 be malicious, defamatory, offensive, or threatening;

17.3 consist in commercial audio, video or music files;

17.4 promote discrimination or animosity to any person on grounds of gender, race, religion, nationality, disability, sexual orientation or age;

17.5 solicit passwords or personal information from anyone;

17.6 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;

17.7 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;

17.8 link to any of the material specified in this paragraph.

18. Removal of offensive Content

18.1 For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Websites for any purpose.

18.2 We are under no obligation to monitor or record the activity of any user or visitor to Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.

18.3 If you are offended by any Content, the following procedure applies:

18.3.1 Your claim or complaint must be submitted to us in the form available on Our Websites, or contain the same information as that requested in our form. It must be sent to us by post or email.

18.3.2 we shall remove the offending Content as soon as we are reasonably able;

18.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;

18.3.4 we may re-instate the Content about which you have complained or not.

18.4 In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.

18.5 You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

19. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

19.1 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.

19.2 link to our site in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;

19.3 download any part of Our Website, without our express written consent;

19.4 collect or use any product listings, descriptions, or prices;

19.5 collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;

19.6 aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;

19.7 for any purpose use our name, any proprietary information (including images, text, page layout, or form) of ours or of our affiliates in any way and in particular to entice search robots to some other website;

19.8 upload or republish any part of our Content on any Internet, intranet or extranet site.

19.9 share with a third party any login credentials to Our Websites;

19.10 use on Our Website software which assists in:

19.10.1 data mining, extraction or collection;

19.10.2 performing any automated operation;

19.11 Despite the above terms, we now grant a licence to you to:

19.11.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. you can do this without specific permission. This licence is conditional upon your not portraying us or any Product or Service in a false, misleading, derogatory, or otherwise offensive manner.

19.11.2 you may copy the text of any page for your personal use in connection with the purpose of Our Websites or a Service we provide.

20. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Website, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

21. Dispute resolution

The following terms apply in the event of a dispute between the parties:

21.1 If you are not happy with our services or have any complaint then you must tell us by email message via our contact form.

21.2 If a dispute is not settled by negotiation, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

22. Miscellaneous matters

22.1 You undertake to provide to us your current land address, e-mail address, telephone and fax numbers as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.

22.2 We may change this agreement in any way at any time. The version applicable to your contract is the version which is Posted on Our Website at the time you buy a Product or Service.

22.3 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

22.4 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

22.5 Any obligation in this agreement intended to continue to have effect after termination shall so continue.

22.6 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

22.7 When you visit Our Websites or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our Websites. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.

22.8 Any communication to be served on either of the Parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

- if delivered by hand: on the day of delivery;
- if sent by post to the correct address: within four working days of posting to an address in the European Union and eight working days to any other address;
- If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

22.9 This agreement does not give any right to any third party under the UK Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.

22.10 In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

22.11 This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

22.12 The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in England and Wales