



BRIGHT FUTURES

Terms & Conditions, Data Notice & Data Policy

By using our website you have agreed to accept these Terms & Conditions and our Data Notice, managed in accordance with the Data Policy, below

We may make non-material changes to these policies and notices without letting you know, you also agree to check this page for any changes from time to time. You will be invited to agree to any material changes to our agreement before that are effective.

Parties

Bright Futures Training & Coaching Ltd is the trading name of the business run by Laura & Matt Rigby, of Chilton Trivett Farm, Blackmore Lane, Cannington, TA5 2LG. Any notice or communication to Bright Futures should be sent by email to; matt@brightfutures.me.uk.

Your details will be as per the form that you will send us on enrolment of our courses or on any order for products.

Instalments

If we have agreed that you can pay for any products or services by instalment, you agree that in the event that you do not complete the payments, or if an instalment is late, Bright Futures can demand payment of the outstanding balance which will become payable as a debt and/or require you to return all materials supplied.

We reserve the right to demand full payment of any outstanding amounts on the default of any one monthly instalment.

In the event of defaulting on a payment, we will write to you to request you make payment of the instalment amount. If we do not hear from you within 14 days of requesting payment, we reserve the right to remove you from the course and no longer provide tuition and coaching.

In the event that we demand the return of any materials supplied, you hereby agree that you will not make any copy of the materials or make use of any copies or other materials derived from those being returned.

No course certificate will be provided (if otherwise appropriate) if there are any outstanding fees due to Bright Futures in relation to that course or program.

We reserve the right to remove you from any Bright Futures social media group or to suspend communication with you while any money is outstanding and/or to send details of any debts to a factoring or other debt collecting agency.

All amounts for Bright Futures coaching packages must be paid in full. In the event that you cancel the package the full amount is still payable in respect of the agreed coaching package. If the coaching package is terminated by Bright Futures then we will refund any monies from the date of cancellation.

Returns, Refunds & Cancellations For Online Purchases/Digital Products

If for any reason you are not happy with your physical purchase you are entitled to request a full or partial refund provided this is done within 10 working days of receipt of goods. You must return the goods in perfect, saleable condition, in the original packing where applicable.

No refund is available in respect of any on-line course or digital content after enrolment through bank transfer or Paypal due to the nature of instant access to all our course materials.

Refunds will only be made to the same card used to make the purchase.

Refunds, Cancellations & Requirements For In-Person Training

Course cancellation by the student

If you cancel prior to 12 weeks before the start of the course, we will refund the full course price minus the non-refundable deposit.

If you cancel your place less than 6 weeks before the first day of the course, Bright Futures is unable to offer you a refund. We will endeavour to offer the course place to another student, to the extent that this is possible we will seek to refund some or all of the remaining balance.

If you need to leave the course for any reason once the course has started, we are unable to offer you a refund or defer your course place.

If you are on a monthly payment plan, all instalments will need to be settled before the course starts.

If you cannot attend a day of the course then the additional time can be caught up via our online course or in additional training which is payable by you for the instructor's time and expenses.

Course cancellation by Bright Futures

In the unlikely event of extenuating circumstances, Bright Futures reserves the right to cancel the course at any time. If the course is cancelled prior to the course starting, the course may be rescheduled and if students cannot attend the new course then 100% refunds will be made. If the course is cancelled partway through the course, Bright Futures will rearrange the remaining modules of the course and if this is not possible for students to attend and

Offers

From time to time you may receive offers relating to our courses, once enrolled on a course and payment for the course has commenced, you are not able to access any other discount code or special offer on the course you are enrolled on and have paid for.

You cannot use two separate codes or offers on the same product.

We reserve the right to withdraw any offers that you may have received in error in the event of any dispute.

Prices & Payment

All prices are correct as they appear on the website. We may change prices from time to time or have offers available for a limited time.

The most simple way of placing an order is via our secure online shop using your credit or debit card or using Paypal.

Privacy Policy

Your privacy and the way with which we deal with personal data is set out in our Data Notice and Policy set out below.

Copyright & Intellectual Property

All rights reserved.

All materials on any media appearing on www.brightfutures.me.uk or sent to you by Bright Futures are owned by or licensed to Bright Futures.

Use of our materials is by our permission only. You will not copy or reproduce our materials without our express permission.

You will not hold yourself out as being associated with Bright Futures and you will not pass off any materials you create as being from Bright Futures.

Nothing in these Terms and Conditions is intended to waive any moral rights, copyright or any other statutory or common law intellectual property right existing for the benefit of Bright Futures.

Governance

We will supply the goods to you as per your order, in accordance with these Terms and Conditions.

This website, its content and any orders placed via the site are governed by and in accordance with English law. By placing an order with Bright Futures you hereby agree to submit to the sole jurisdiction of the courts of England and Wales. Bright Futures liability for any claim howsoever arising shall not exceed the price of the goods supplied by Bright Futures to the customer: Bright Futures shall not be liable for any consequential customer loss whether this arises from a breach of duty in contract or in any other way.

Your statutory rights are not affected by this statement.

Data Notice

This notice sets out the purposes for which your data will be used by Bright Futures.

It applies to all students, customers, clients, suppliers of and volunteers for Bright Futures. Its purpose is to ensure that Bright Futures complies with the law and with high data protection standards.

In this notice and in the policy below "personal data" means any recorded information which identifies a living individual.

Purposes

Bright Futures retains and shares your personal data as set out in the Data Policy, below.

Bright Futures Customers

As a client, you hereby consent to Bright Futures processing and retaining your personal data for the purposes of enrolling you and managing you during your course and keeping in touch

with you after completion. Clients also agree that we can process your data to keep you up to date about events and other news and/or to inform you about any special offers from Bright Futures. This will also enable us to inform you about any changes in professional practice.

Visitors to our website and customers

Where you have provided your email in relation to creating an account, purchasing a product or signing up to receive a free download of any materials, we will store your email address to send you information about our services to keep you up to date about events and other news and/or to inform you about any special offers from Bright Futures.

Signing up for Mailchimp

If you sign up to join our Mailchimp, you hereby agree to keep you up to date about events and other news and/or to inform you about any special offers from Bright Futures.

You can withdraw your consent and request erasure of your data at any time by informing us in writing (however any client withdrawing their consent will not be entitled to a refund of any fees paid or a waiver from any fees due).

Bright Futures shall not collect or store your personal data for anything other than the purposes above.

Data Policy

This data protection policy regulates how Bright Futures processes and stores personal data of its members.

It applies to all employees, officers, members and volunteers. Its purpose is to ensure that we comply with the law and with high data protection standards.

Bright Futures processes retain and shares personal data of members for the purposes set out in the Data Notice above.

Your data rights

You may request that we provide you with a copy of all personal data that we hold about you. We shall provide a copy of all information in accordance with our legal obligations and

we will rectify any incorrect personal data held by us about you upon being notified of any mistakes.

Sharing data with third parties

If we are working with a third party to provide you with a product order we will need to share your data with this third party to enable them to fulfil your order. We also store data in our secure drive on Apple iCloud and our computer system is backed up by Apple iCloud Storage system, Know-How. Where you have consented to join a whats app phone group, your information will be added to a whats app. Where you have requested to join a facebook group, your information will be held by Facebook.

Review

We shall periodically review the security of our records and processing activities and shall take appropriate steps to ensure the confidentiality, integrity and availability of personal data that we hold.

Date policy adopted: 05 November 2019