Terms and Conditions for Short Courses

Definitions

Any term used in these terms and in bold will have the same meaning as set out on the enrolment form or below.

"us", "we" or "our" means the University of Westminster

"you" or "your" means the party that has submitted the enrolment form, or the delegate attending the course, as appropriate

"consumer" means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession

"consumer information" means the consumer information document provided by us to you

"contract" means the contract between us and you for the provision of the course in accordance with these terms and conditions and, where applicable, the consumer information

"course" means the professional or short course booked by you through our website or as agreed in a statement of work

"course content" means the description or the course, or course units, set out on our website or as otherwise agreed with you in a statement of work

"course materials" means any materials, including without limitation lecture material (including online content), summaries, presentations, digital media, hand-outs, and self-assessment, test or exam papers, access cards or badges provided to **you** by **us** in advance of or during the **course**

"duration" means the duration (and where applicable single or multiple term dates) of

the course specified on the relevant section of our website or in the applicable statement of work

"equivalent course" means a different occurrence of the same course within the same academic year.

"enrolment form" means our enrolment form for the **course** on **our website** made up of an Attendee and Questionnaire form

"fee" means the fee or fees set out for the course on our website

"location" means the location for the course as specified on our website

"website" means that section of **our "website"** relating to professional and short courses currently located at <u>Short courses | University of Westminster, London</u>, as may be updated fromtime to time by **us**

Part 1 – Information about us and this contract

1. Information about us and how to contact us

1.1 We are a charity and company limited by guarantee registered in England and Wales. Our company registration number is 00977818 and our registered office is at The University Of Westminster, 309 Regent Street, London, W1B 2UW. Our registered VAT number is GB 213 4314

1.2 If **you** have any questions or if **you** have any complaints, please contact **us** by using the detailsset out in the email confirming your enrolment onto the **course**.

1.3 If you wish to contact us in writing, or if any clause in these terms and conditions requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by pre-paid post to The University Of Westminster at 309 Regent Street, London, W1B 2UW. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to theaddress you provide to us in the enrolment form.

2. Basis of Contract

2.1 Your **enrolment form** constitutes an offer by **you** to attend the **course** in accordance with theseterms and conditions. By submitting the **enrolment form you** confirm **you** are over the age of 18 years if **you** are an individual. If **you** are younger than 18, please ask a parent or guardian to submitthe **enrolment form** on **your** behalf.

2.2 Receipt of **your enrolment form** does not bind **us** to accept **your** enrolment. **Your enrolmentform** shall only be deemed to be accepted when **we** acknowledge receipt of **your enrolment form** and (where applicable) deposit payment and confirm the booking to **you** in writing.

2.3 This **contract** constitutes the entire agreement between **us** and **you**. **You** acknowledge that **you** have not relied on any statement, promise, representation, assurance or warranty made orgiven by **us** or on **our** behalf which is not set out in this **contract**.

2.4 Any descriptive matter or advertising issued by **us**, and any descriptions or illustrations contained in **our course content**, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the courses described in them. Save as expressly stated in this **contract**, they shall not form part of the **contract** or have any contractual force.

2.5 These terms and conditions apply to the **contract** to the exclusion of any other terms that **you** seek to impose or incorporate, or which are implied by trade, custom, practice or **course** ofdealing.

3. Your consumer rights

3.1 If you are entering into this contract as a consumer, you confirm that you have received the consumer information.

3.2 The **consumer information** provides **you** with additional information and details of **your** rights as a **consumer**, including **your** rights to cancel this **contract**. These rights will apply to this **contract** inaddition to any rights which **you** have under these terms and conditions if **you** are a **consumer**.

3.3 You have no other rights in addition to those set out in this contract, except that if you area **consumer**, nothing in these terms and conditions will affect **your** statutory rights including **your** right to cancel this **contract**.

4. <u>Cancellation</u>

4.1 In addition to any rights **you** may have where **you** are a **consumer**, at any time prior to the commencement of the **course** you may give notice in writing to us that you no longer wish to attend the **course** subject to paragraph 4.2 below.

4.2 If **you** give notice to **us** pursuant to paragraph 4.1 **you** shall be released from all **your** obligations under this **contract** except that if **you** give notice to **us we** will be entitled to a cancellation **fee**, as set out below, and will only be obliged to refund to **you** the amount (if any) by which the total of the instalments of the **fee** actually paid by **you** exceeds the payable cancellation **fee**:

4.2.1 for cancellations made by **you** 16 days or more before the **course** start date, thecancellation **fee** shall be 20% of the **fee**; and

4.2.2 for cancellations made by **you** 15 days or less before the **course** start date, thecancellation **fee** shall be 100% of the **fee**

4.3 The above cancellation provisions will also apply in the event that **you** are required to obtain avisa in order to attend **our course** and **you** fail to do so or are unsuccessful in **your** visa application.

4.4 Should a **course** have to be cancelled by **us** due to very low enrolment or last-minute unforeseen circumstances, **you** will be contacted promptly, and an alternative **course** place will beoffered to **you**.

4.5 We cannot be held responsible for any cancellation or any associated losses resulting from Acts of God, Acts of Government, employment or student action outside of our control or any othercircumstances beyond our reasonable control necessitating the closure of our location. In the event that any such circumstances result in the cancellation of a course, we shall use reasonable endeavours to give you notice of such cancellation.

4.6 If a **course** is cancelled under paragraph 4.4 or 4.5 and no suitable alternative can be offered to **you**, we shall refund any **fees** paid in advance by you.

5. <u>Postponement or change of details by you</u>

5.1 In addition to any rights **you** may have where you are a **consumer**, at any time prior to the commencement of the **course** you may give notice in writing to us that you wish to:

5.1.1 Where an equivalent course is available at a later date, postpone your place on the course to an equivalent course provided by us at a later date and we will be entitled to charge a rearrangement fee for your requested postponement of 20% of the fee. The new course dates will notconstitute a new contract.

6. Termination where you are a company

6.1 Without prejudice to any other rights or remedies which **we** may have, where you are acompany, **we** may terminate this **contract** without liability to **you** on giving written



notice:

6.1.1 for any reason upon not less than 90 days' notice; or

6.1.2 where **you** become (or, in our reasonable opinion, are at serious risk of becoming) insolvent or unable to pay **your** debts as they fall due.

6.2 Termination of this **contract**, however it arises, shall not affect or prejudice the accrued rightsof the parties as at termination.

6.3 Any provision of this **contract** that expressly or by implication is intended to come into orcontinue in force on or after termination or expiry of this **contract** shall remain in full force and effect.

Part 2 – General

7. Our obligations during the course

7.1 For the **duration we** will deliver the **course** and prepare and deliver the **course materials** withreasonable care and skill, and in all material respects in accordance with the **course content**.

8. Your rights during the course

8.1 You are authorised to:

8.1.1 enter the **location** and make use of the communal areas and facilities and the study areas which **we** designate for **your** use in connection with the **course** ("**space**"); and

8.1.2 use the **course materials** for the **duration** for the purposes of the **course** or as otherwise specified by **us**,

provided that **you** have paid the **fee**, and **you** comply with any reasonable regulation **we** make regarding **your** use of the **space** and the **course materials**.

9. Your obligations

9.1 You agree to do the following:

9.1.1 pay the **fee** and any other sums notified to **you** in the **enrolment form or** the **course content** without deduction, before the **course** starts;

9.1.2 where applicable, pay a reasonable sum for replacement course material during the course;

9.1.3 where applicable, if you have been offered the opportunity to make payment by instalments over a specified period, it is your obligation to pay all instalments in the amount(s) and by the date(s)agreed.

9.1.4 pay any Value Added Tax (including any tax charged in addition to or in substitution for it) to **us** in respect of any supply for Value Added Tax purposes of goods or services made pursuant toor in consequence of this **contract**;

9.1.5 ensure that **you** meet any language or qualification requirements applicable to the **course**, asset out in the **course content**;

9.1.6 ensure that, where applicable, **you** have the correct immigration status and/or visa in placefor the **duration** and take any action required by **you** to comply with UK immigration laws;

9.1.7 where **you** do not reside in the country of the **location**, ensure that **you** have appropriate travel and/or medical insurance in place for the **duration**; and

9.1.8 ensure that **you** familiarise **your**self with the University of Westminster's policies applicable to the provision of the **course**, including <u>academic regulations</u> and policies relating to health and safety, freedom of speech, dignity and privacy policy.

9.1.9 where applicable, provide your original passport, visa documents or any other relevant original documents, showing evidence of your entitlement to study and the length of your permission to stayin the UK. We will make and keep copies of these documents, as required by law for all students whorequire any type of visa to reside and study in the UK.

10. What happens if you as a delegate do not comply with your obligations?

10.1 We may terminate this **contract** immediately by serving written or verbal notice and **you** mustimmediately leave the **location** and remove any possessions from the location but without prejudiceto any right or remedy of us in respect of any previous breach of your obligations in this **contract** if:

10.1.1 any fee is unpaid by the date it becomes payable;

10.1.2 you breach any of the terms of this contract.

11. Course content and materials

11.1 We reserve the right to alter details of any course content if this is required to reflect advances in the field, changes in the law or regulatory requirements, and in the event illness or emergency prevent our designated tutor for **your course** from teaching. In circumstances where the designated tutor for **your course** is prevented from teaching, we will endeavour to provide an equivalent substitute or, if no such substitute is available, we may cancel the course and refund the fees **you** have paid in relation to that **course**.

11.2 You have no rights to copy (in whole or in part) or disseminate any course materials other than for your personal use as part of the course.

12. Data protection

12.1 By submitting **your enrolment form**, **you** agree that **we** may share this information, including **your** contact details, with the department or faculty providing the **course**, and the designated tutor(s) for the **course** and that **you** may be contacted by the department, faculty or designated tutor in connection with the **course**. **Your** personal data will be dealt with in accordance with the privacy policy available <u>here</u>.

13. Special circumstances

13.1 If, in our reasonable opinion, **your** presence is an impediment to the provision of anyof **our** services or brings **us** (and/or the University of Westminster) into disrepute, **we** may

exclude you from all or part of the course. In these circumstances we will return any fee already

paidby **you** for that **course**, but there will be no further liability for **us**.

13.2 We may restrict access to the location to people with acceptable means of identification andyou shall ensure that you comply with such restriction. **We** may request that **you** have photo identification with **you** (such as a passport or national identity card).

14. Accreditation of the course

14.1 Unless expressly stated in the **course content**, the **course** is not formally accredited, whetherby the University of Westminster or otherwise, and may not be used (in whole or in part) to satisfy the requirements for the award of any degree or diploma by the University of Westminster.

14.2 Where a **course** is stated to be accredited by a third party provider in the **course content**, thethird party provider's terms and conditions will apply and **our** obligations will be limited to providing the **course**. We will have no influence over their accreditation process, are not responsible for providing the accreditation and we do not accept any responsibility for any services relating to the **course** that is not expressly mentioned as being provided by us in the **course content**.

15. Our liability to you

15.1 We do not exclude or limit in any way our liability for:

15.1.1 death or personal injury caused by our negligence or the negligence of our employees, agentsor subcontractors; or

15.1.2 fraud or fraudulent misrepresentation.

15.2 In the event that **we** breach these terms and conditions, **we** shall only be liable for losses thatare caused directly by **our** breach and that are a reasonably foreseeable consequence of such breach. **We** shall in no way be liable whether in contract, tort (including negligence) or for breach ofstatutory duty, or any other way for any other types of losses (except in the circumstances listed in clause 13.1).

15.3 Subject to clause 13.1, where we are liable to you our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the feepaid or payable for your course.

15.4 **We** cannot guarantee any specific results or outcomes of the **course** or any assessment related to the **course**. The conditions, warranties and terms set out in this **contract** are the only ones which will apply to the relationship between **us** and **you**. Any conditions, warranties or other terms not set outin this contract which might otherwise apply (due to statute or common law) are excluded from

this **contract** so far as **we** are permitted to do so by law.

16. <u>Miscellaneous</u>

16.1 Except as set out above, we and you agree that no person who is not a party to this **contract** isto have the benefit of or be capable of enforcing any term of this **contract** as a result of the Contracts (Rights of Third Parties) Act 1999.

16.2 If any court or competent authority finds that any provision of this contract (or part of

anyprovision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this **contract** shall not be affected.

16.3 This **contract** and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and you irrevocably submit to the non-exclusive jurisdiction of the English courts. If **you** are a consumer based outside of England, **you** may also bring legal proceedings in **your** local courts.

16.4 A reference to writing or written includes e-mail.

Evening Language Short Courses

- 1. The University of Westminster **Terms and Conditions for Short Courses** as stated above apply to all our Evening Language Courses, subject to the special provisions set out on this page.
- 2. As per paragraph 2.3 of the **Payment and Delivery Terms**, payment is required in advance and your place on the course you are purchasing will only be confirmed upon receipt of full payment.
- **3.** All University of Westminster Evening Language Courses have a policy of no deferral or postponement.
- 4. Purchasing more than 1 Parts together equates to one single transaction and the parts you purchase together constitute one single **course**, and the terms set out in our **Terms and Conditions for Short Courses** as stated above apply to this **course**.
- 4.1. The terms set out in section **4. Cancellation** of the **Terms and Conditions for Short Courses** as stated above apply to the **course** and the **course** start date is the start date of the first Part of your **course**.
- 4.2. For cancellations requests received by us more than 16 days or more before the start of the course, the cancellation fee is 20% of the **course fee**.
- 4.3. For cancellations requests received by us less than 15 days before the start of the course, the cancellation fee is 100% of the **course fee.**
- 4.4. We do not accept cancellation requests for individual Parts of the course.
- **5.** The University of Westminster cannot accept responsibility for unforeseen changes in your circumstances that may prevent attendance.
- **6.** The University of Westminster reserves the right to cancel a course or replace a tutor if unavoidable.
- 7. Classes are only for learners aged 18 and above.

One-to-One Language Short Courses

1. The University of Westminster Terms and Conditions for Short Courses as stated above apply to

all our Language Courses, subject to the special provisions set out on this page.

- 2. One-to-one lessons can be purchased in courses of 10, 20 or 30 teaching hours.
- 3. Your timetable will be agreed before the course starts.
- 3.1 **Course** breaks must be agreed at this time so that the **course** starts with an agreed timeframe in place.
- 3.2 The course must be completed within the agreed timeframe, with the exception that one lesson can be cancelled and rescheduled as long as the request to do so has been made 48 hours or more before the start of the lesson.
 For example where the agreed timeframe is 10 weeks, the course must be completed within 11 weeks maximum. Please note that in this example, one week constitutes one lesson.
- 3.2.1 Time for agreed **course** breaks will be added to the time in which the **course** must be completed.
- **4.** As per paragraph 2.3 of the **Payment and Delivery Terms** payment is required in advance and the start date of the **course** you are purchasing will only be confirmed after the receipt of full payment.
- 5. All University of Westminster Language Courses have a policy of no deferral or postponement.
- 5.1 The terms set out in section **4. Cancellation** the **Terms and Conditions for Short Courses** as stated above apply to the **course** and the **course** start date is the date agreed before the start of the **course**.
- 5.2 For **course** cancellations requests received by us more than 16 days or more before the start of the course, the cancellation fee is 20% of the **course fee**.
- 5.3 For **course** cancellations requests received by us less than 15 days before the start of the **course**, the cancellation fee is 100% of the **course fee.**
- 6. One lesson can be cancelled and rescheduled provided that we have received the request to do so 48 hours or more before the start of the lesson. The rescheduled lesson must take place one week after the agreed timetable at the latest.
- 6.1 For **lesson** cancellation requests received by us less than 48 hours before the start of the **lesson**, the **lesson** will not be rescheduled.
- 6.2 For **lessons** cancelled by the University of Westminster, the **lesson** will be rescheduled.
- 7. If you are late in excess of 15 minutes this will result in a cancelled lesson.
- 7.1 If **you** are up to 15 minutes late, the time will not be made up.
- 7.2 Where a lesson starts after its scheduled time due to tutor lateness, the time will be made up.
- 7.2.1 Tutor lateness in excess of 15 minutes will be communicated by email as soon as is reasonably practicable. When necessary, the **lesson** will be rescheduled.
- 8. The University of Westminster cannot accept responsibility for unforeseen changes in your



circumstances that may prevent attendance.

- **9.** The University of Westminster reserves the right to cancel a **course** or **lesson**, or replace a tutor, if unavoidable.
- **10.** Lessons are only for learners aged 18 and above.
- **11.** These special provisions apply to all University of Westminster online Language Courses:
- 11.1 All classes will be held as live, synchronous classes.
- 11.1.1 You must ensure access to a computer or mobile device with webcam, video, sound and a reliable internet connection for the duration of your classes.
- 11.1.2 The University of Westminster cannot accept responsibility for issues arising from malfunctioning student equipment.
- 11.2 Should a tutor experience loss of connection significantly affecting programmed class activity, a replacement class will be offered to you.
- 11.3 Class times are in current UK Time.
- 11.4 You will not receive a University of Westminster Student ID card.
- 11.5The University of Westminster reserves the right to change the lessons' delivery platform to optimise delivery.

Payment and Delivery Terms

1. About these Payment and Delivery Terms

1.1 These Payment and Delivery Terms apply whenever you purchase goods, services, or digital content ("**Products**") from our site. They should be read together with the Consumer Information Document which may be found <u>here</u> and the terms and conditions for the goods and/or services youare purchasing, a link to which will be provided to you prior to your purchase.

2. How to pay

2.1 You may only pay for Products using a debit card or credit card. We accept the following cards:Visa, MasterCard and International Maestro.

2.2 By clicking ["pay now"] you agree to pay for the Products (including any delivery or other charges specified in the order confirmation notice provided to you immediately before you placeyour order (the "**Order Confirmation Notice**") in accordance with these Payment and Delivery Terms.

2.3 Unless otherwise specified, payment is in advance. We will charge your debit card or creditcard once we have dispatched your order.

2.4 We may, at our discretion, allow you to pay in arrears, following receipt of an invoice from us. Any such invoice must be paid in full within [30] days of the date of the invoice. Without limiting anyof our other legal rights, if you fail to pay the invoice by the due date you must

immediately cease touse any Products provided under the order to which the invoice relates and we may refuse to provide you with any Products under that order which we have not yet provided.

3. <u>What will the Products cost?</u>

3.1 The prices of the Products will be as quoted on the site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system.

3.2 Any changes to the price of any Products will not affect any order which has been confirmedby us.

3.3 The price of all Products includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the relevant Products in full before the change in VAT takes effect.

3.4 Unless otherwise stated, the price of the Products is exclusive of any delivery or other charges.

3.5 Please note it is always possible that, despite our reasonable efforts, some of the Products on the Site may be incorrectly priced. If we discover an error in the price of the Products you have ordered, we will inform you of this error and give you the option of continuing to purchase the relevant Products at the correct price or cancelling your order. We will not process your order until we have your instructions on this. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the relevant Productsto you at the incorrect (lower) price.

4. <u>Delivery</u>

4.1 Any goods purchased from the site will be delivered within [30 days] of the date on which theorder is placed.

Consumer Information

1. Your rights as a consumer

1.1 You have certain legal rights if you purchase goods, services, or digital content from this site as a consumer. This Consumer Information Document sets out those rights. From time to time we may update this Consumer Information Document. It should be read together with the Payment and Delivery Terms a copy of which may be found here and the terms and conditions for the goods and/or services you are purchasing, a link to which will be provided to you prior to your purchase (collectively, the "Terms").

2. <u>Who we are</u>

2.1 By placing an order on this site, you are entering into a contract with University of Westminster.

2.2 We are a charity and company limited by guarantee registered in England and Wales. Our charity number is 312782 and our company registration number is 00977818. Our registered office is at The University of Westminster, 309 Regent Street, London, W1B 2UW. Our registered VAT number is GB 213 4314 55.

3. <u>How to contact us</u>

3.1 If you have any questions or if you have any complaints, please contact us. If you have any questions or if you have any complaints, please contact us by using the details set out in the email confirming your enrolment onto the course.

3.2 If you wish to contact us in writing you can send this to us by hand, or by pre-paid post to The University of Westminster at 309 Regent Street, London, W1B 2UW.

4. <u>Quality of goods</u>

4.1 We are required by law to ensure that goods ordered from us comply with the terms of our contract with you. In particular, any goods we supply to you must correspond with any relevant description we include on our site, must be of satisfactory quality, and must be fit for their intended purpose. You may obtain further information about these legal rights by contacting the Citizens Advice Bureau (https://www.citizensadvice.org.uk/).

5. <u>Delivery</u>

5.1 We are required to provide you with information about your delivery options, including information about delivery costs, how long it will take for us to deliver goods ordered from us and, how to track your order. This information is contained in our Payment and Delivery Terms.

6. Your right to cancel an order

6.1 As a consumer you have the right to cancel your order with us for any reason during a 14day cancellation period (the "Cancellation Period"). This right will expire after the Cancellation Period.

6.2 To cancel your order, you must clearly inform us of your decision to cancel before the Cancellation Period has expired. You may do this by telephone or by sending a letter or e-mail via the contact details above. Alternatively, you may use the model cancellation form attached to this Consumer Information Document.

6.2 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.

7. <u>Cancellation Periods</u>

7.1 If you wish to cancel an order for digital content or services (including any courses) the Cancellation Period ends 14 days after the day on which the contract is entered into according to the applicable terms and conditions.

7.2 If you wish to cancel an order for goods, the Cancellation Period ends 14 days after the day on which you receive the goods, or, if you have ordered multiple goods or lots/pieces (other than a regular delivery for goods), 14 days after the day on which you receive the last of the goods. You will not have a right to cancel where the goods have been made to your specification or personalised.

7.3 Where the Cancellation Period would normally end on a day which is a Saturday, Sunday or a public holiday, the Cancellation Period will be extended so that it ends on our next working day.

8. Effects of cancellation

8.1 If you cancel your order we will reimburse all payments received from you, including any delivery charges, subject to the following:

8.1.1 if you cancel an order for goods, you must return the goods to us to the address above. The cost of returning the goods must be paid by you. We will not reimburse payments for goods until we the goods have been returned. You must send us the goods before the Cancellation Period expires, otherwise we may refuse to reimburse you;

8.1.2 if any goods returned to us have been used or damaged, we may deduct an amount equal to the loss in value of the goods. In some cases, the amount deducted may be equal to the full price of the goods. We will not normally deduct any sums for damage caused to the outer layer of packaging where it was necessary for you to open the packaging in order to check the goods;

8.1.3 if we have reimbursed you following a cancelled order for goods and we later discover that the goods have been used or damaged, we may require you to pay us an amount equal to the loss in value of the goods;

8.1.4 if you selected a method of delivery other than standard delivery, we may charge you the additional sum we would have charged you for this method of delivery.

8.2 Where you have cancelled an order for goods we will reimburse you as soon as we can, and in any event no later 14 calendar days after the date on which we receive the goods from you.

8.3 Where you have cancelled an order for services (including an order for one of our courses) or digital content we will reimburse you as soon as we can, and in any event no later than 14 calendar days after the date on which you inform us of your decision to cancel the order.

8.4 We will reimburse you using the same means of payment you used for the initial transaction, unless you have expressly agreed otherwise. We will not charge you any fees for reimbursement.

8.5 If you cancel an order you must immediately delete all digital content relating to the cancelled course which we have supplied to you (including any pre-reading and/or course material).

8.6 If you wish to cancel part of an order, this may result in the cancellation of the entire contract unless we agree otherwise.

9. When you will lose your right to cancel

9.1 You will lose your right to cancel your order with us in the following circumstances:

9.1.1 if you have opened the packaging of goods which were sealed for health protection or hygiene reasons (for example cosmetic products); or

9.1.2 if you have opened the packaging of sealed audio, video or computer software.

9.2 If you ask us to start providing services or to supply digital content to you before the end of the Cancellation Period, the following will apply:

9.2.1 you will lose your right to cancel your order, and must pay for the services in full, if we complete the services during the cancellation period;

9.2.2 if during the cancellation period, we have only partly completed the services you may cancel your order by notifying us that you wish to do so. However we may charge you for any services we have provided in part up to that point. The amount charged will be calculated in proportion to the overall price of the contract; and

9.2.3 in the case of digital content, once you have started to download or stream the digital content, you will lose your right to cancel your order and must pay for the digital content in full.