



This Document Contains:

- 1. TERMS OF WEBSITE USE**
- 2. TERMS AND CONDITIONS OF SUPPLY OF DIGITAL PRODUCTS AND ONLINE SERVICES**

TERMS OF WEBSITE USE

This page (and the documents it refers to) tells you the terms of use on which you may use or browse our website www.TrueFoyer.com, whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you accept these terms of use and agree to abide by them. If you do not agree to these terms of use, please do not use our site.

ABOUT US

www.TrueFoyer.com is a site operated by DITA LEE TRADING AS "TRUE FOYER" ("we" or "us"). Our address is Bears Grove, Salhouse, Norfolk, NR13 6NJ, and our email address is support@TrueFoyer.com

OUR SITE

We allow access to our site temporarily, and we reserve the right to withdraw, restrict or change our site at any time and without notice. We will not be liable if for any reason our site is unavailable at any time or if the content is changed or out of date.

You must treat any user identification code, password, or other security feature in relation to our site as confidential. If, in our opinion, you aren't complying with these terms of use, we have the right to disable any such code, password or feature at any time.

You must comply with the provisions of our [Acceptable Use Policy](#) when using our site.

It is your responsibility that anyone who accesses our site through your internet connection is aware of these terms and complies with them.

VARIATIONS

We may revise these terms of use at any time by amending this page, provisions, or notices published elsewhere on our site.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the materials on our site for commercial purposes without a licence from us or our licensors. You may not reproduce in any format (including on another website) any part of our site (including content, images, designs, look and feel) without our prior written consent.

If, in our opinion, you are in breach of these provisions, your right to use our site will cease immediately, and you must either return or destroy (as required by us) any copies of the materials you have made.

RELIANCE ON INFORMATION AND LINKS

The contents of our site (including links to other sites and resources provided by third parties) are for information only, and we shall not be liable for any use of, or reliance on, such materials. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you under our [Privacy Notice](#).

LINKING TO OUR SITE

You may link to our home page only if you have first obtained our written consent and provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice.

The website from which you are linking must comply in all respects with our Acceptable Use Policy and must be owned by you.

You must not link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

If you wish to make any use of material on our site other than that set out above, please address your request to support@TrueFoyer.com.

UPLOADING MATERIAL TO OUR SITE

When you upload material to our site or make contact with other users of our site, you must comply with our [Acceptable Use Policy](#). If you upload material in breach of our Acceptable Use Policy and we suffer loss as a result, you will reimburse us for such loss.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose it to third parties. If any third party claims that any material posted or uploaded by you to our site violates their intellectual property rights or their right to privacy, we have the right to disclose your identity to them.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our [Acceptable Use Policy](#).

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing any 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 failing to comply with this provision, you would commit a criminal offence, and your right to use our site will cease immediately, and we will report your actions to the relevant authorities.

OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect any liability which cannot be excluded or limited under applicable law.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

TERMS AND CONDITIONS OF SUPPLY OF DIGITAL PRODUCTS AND ONLINE SERVICES

INTRODUCTION

www.TrueFoyer.com ("site") is owned and operated by Dita Lee, trading as True Foyer.

Our contact email address is support@truefoyer.com.

Please read these terms and conditions carefully before placing an order. By purchasing services on this Site, you agree to be bound by these terms and conditions. If you are not willing to be bound by these terms and conditions, please do not purchase services from this Site.

CHANGES OF TERMS

We reserve the right, at our discretion, to modify, add, or remove any or all of these terms and conditions at any time, and each such change shall be effective immediately upon posting.

Please check these terms and conditions periodically for changes.

Your continued use of this Site and purchase of services on this Site following the posting of changes to these terms and conditions will mean you accept those changes. Please check the terms before every purchase.

If the revised terms apply to any existing provision of services, we will notify you of the changes.

PRIVACY POLICY AND ACCEPTABLE USE POLICY

Registration and other information provided by you are subject to our Privacy Policy and shall only be used in accordance with it. For more information, please go to our [Privacy Policy](#).

AGE RESTRICTION

You shall not purchase any services from our Site if you are below the age of 18 years because under this age, you do not have the legal capacity to enter into a contract.

ACCEPTANCE OF THE ORDER

These Terms will become binding on you and us, and a Contract will come into effect between you and us only upon our written acceptance of the order issued to you by email (Email Confirmation) or when we

contact you to tell you that we can provide the services or products to you. We are not bound by the order unless we accept it in writing.

If there is any conflict between these Terms and any term of the order, the order will take priority.

ENTIRE AGREEMENT

These Terms and the Privacy Policy constitute the entire agreement between you and us and supersede all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.

REPRESENTATIONS

You acknowledge and agree that by entering into this Contract with us, you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Privacy Policy.

You shall not have any claim for innocent or negligent misrepresentation against us based on any statement in this Contract.

Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

PROVISION OF SERVICES

We will supply the services to you from the date set out in the order for the period set out in the order.

We will make every effort to provide the services on time. However, there may be delays due to an Event Outside Our Control.

We will need certain information from you that is necessary for us to provide the services, for example, you completing a questionnaire before a 'DESIGN 101' SESSION. We will contact you in writing about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may suspend the services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the services, you do not have to pay for the services while they are suspended, but this does not affect your obligation to pay any invoices we have already sent you.

We may have to suspend the services if we have to deal with technical problems, or to make improvements agreed between you and us in writing to the services. We will contact you to let you know in advance where

this occurs, unless the problem is urgent or an emergency. You do not have to pay for the services while they are suspended, but this does not affect your obligation to pay for any invoices we have already sent you.

If you do not pay us for the services when you are supposed to, we may suspend the services with immediate effect until you have paid us the outstanding amounts (except where you validly dispute an invoice). We will contact you to tell you this. This does not affect our right to charge you interest.

If we supply a product to you as part of the services, (such as a report, a video training, an e-book or any other form of digital content) we will own the copyright, design right and all other intellectual property rights in such product and any drafts, drawings or illustrations we make in connection with the product for you. If there is a problem with the services

In the unlikely event that you are not happy with the services:

Please contact us and tell us as soon as reasonably possible.

Please give us a reasonable opportunity to repair or fix any issue, and

We will use every effort to solve the problem within 14 days.

As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

Before we begin to provide the services, you have the following rights to cancel our services:

You may cancel any order for services at any time within 14 days of the date of our email confirmation of your order by using the contact form. We will confirm your cancellation in writing to you.

if you cancel an Order and you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you; however, if you cancel an order for services and we have already started providing the services by that time, you will pay us any costs we have reasonably incurred in providing part of the services, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. However, where you have cancelled an order because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to us.

If we have completed providing the services, you have no right to cancel, even if this is within 14 days of our email confirmation of your order.

TERMINATION

We may terminate the contract for services at any time with immediate effect by giving you written notice if:

- You do not pay us when you are supposed to. This does not affect our right to charge you interest on late payment, or
- You break the contract in any other material way, and you do not correct or fix the situation within 14 days of us asking you to in writing.

You may terminate the contract for services at any time with immediate effect by giving us written notice if we break the contract in any material way and do not correct or fix the situation within 14 days of you asking us to in writing.

PRICE AND PAYMENT

Prices of the services are specified on our Site and confirmed on the checkout page. We may change our prices at any time, but that will not affect the prices for confirmed orders.

Our prices are inclusive of VAT. However, if there is a change in the rate of VAT between the date of the order and the date of delivery or performance, the rate of VAT that you pay will be adjusted, unless you have already paid the full purchase price prior to the change in the rate of VAT taking effect.

Despite our best efforts, there may be incorrect prices on some of the services. If the correct price is less than the price shown on our site, the lower amount will be charged. If the correct price is higher than the price specified on our site, we will inform you of this and ask whether you wish to continue with the order at the actual higher price. If the error in price is obvious, unmistakable, and mispricing could have been reasonably recognised by you, we will not be liable to provide the services or products to you at the lower price that was incorrect.

Payment for services is to be made in advance by credit or debit card or PayPal, except where agreed otherwise in writing between us. We accept payment with most major credit cards.

If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Monzo Bank. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

DIGITAL PRODUCTS – NON-REFUNDABLE AFTER DOWNLOAD

You are granted a non-exclusive, non-transferable licence to use the purchased digital product for personal use only. Redistribution, resale, or reproduction of this content in any form is strictly prohibited without our prior written permission.

We recommend saving a backup of any digital product you download, as download links may expire after a set period.

Due to the nature of digital products, all sales are final once the product has been downloaded or accessed. By completing your purchase, you acknowledge and agree that you lose your right to cancel or request a refund once the digital content has been delivered or download has begun. This includes, but is not limited to, eBooks, PDF guides, templates, training videos, and any downloadable or streamable content. If you experience any issues accessing your digital product, please contact us at support@truefoyer.com and we'll be happy to help resolve the issue.

LIMITATION OF LIABILITY

We are responsible for loss or damage you suffer that is a foreseeable result of our negligence or our breach of the Terms, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

Exceptions to Limitation of Liability

Our liability does not exclude or limit in any way:

- Fraud or fraudulent misrepresentation;
- Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- Circumstances beyond our control

If there is failure to perform, or delay in performance of any of our obligations under these Terms due to Circumstances Beyond Our Control, we will not be liable for such failure.

Circumstances Beyond Our Control include any act or event beyond our reasonable control, including without limitation lock-outs, strikes, or other industrial action by third parties, riots, civil commotion, terrorist attack or threat of terrorist attack, invasion, war (whether declared or not) or threat or preparation for war,

explosion, fire, flood, storm, subsidence, epidemic, earthquake, or other natural disaster, or failure of private or public telecommunications networks.

If any Circumstances Beyond Our Control affect the performance of our obligations under these Terms:

- You will be notified as soon as reasonably possible; and
- The time for performance of our obligations will be extended, and our obligations under these Terms will be suspended for the duration of the Circumstances Beyond Our Control.
- If Circumstances Beyond Our Control occur and continue for more than [30] days and you do not wish us to provide the services, you may cancel the contract. We may cancel the contract
- If the Circumstances Beyond Our Control continue for more than [30] days.

NOTICE

Any notice to us should be in writing and sent to us by e-mail to support@truefoyer.com.

Any notice to you will be in writing by e-mail to the address you provided us with on the order.

MISCELLANEOUS

We may assign our rights and obligations under these Terms to any other person. If there is any such assignment of rights and obligations, we will inform you in writing or by email.

You cannot transfer your rights and obligations under these Terms to any other person without our written approval.

This contract is only between you and us. No other third person shall have any rights to enforce any terms.

Each paragraph of these Terms is separate and distinct from others. If any court or relevant authority determines any clauses of these Terms are unlawful, then such determination will not affect other clauses and all other remaining clauses will remain in effect and full force.

Our failure to insist that you perform any of your obligations under these Terms, or to enforce our rights against you, or delay in doing so, does not mean that our rights against you have been waived and does not mean that you need not comply with those obligations. Any waiver by us of your default will be only in writing, and it does not mean that we will waive any of your future defaults.

English law governs these Terms and the contract between you and us. English courts will have jurisdiction over any dispute that may arise out of these Terms or the contract between you and us.

CONTACT US

For any questions or queries, you can contact us by email at support@truefoyer.com