

Digital Products Terms of Service

Version 1.1 (September 2019)

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Terms of Service

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Terminologies Used in this Terms of Service document

The following are the terminologies used in this document

Terminology	Explanation
Privacy Policy	How I process your personal data.
Digital Products	Online digital presentation or download of any of my <ul style="list-style-type: none">• social history online courses,• social history downloadable eBooks,• social history lectures/talks presented online.



1. Introduction

Essex Voices Past is owned and operated by Kate J Cole, www.essexvoicespast.com, kate@essexvoicespast.com.

Please read these Terms of Service carefully before placing an order for my Digital Products. By purchasing any of my Digital Products, you agree to be bound by these Terms of Service. If you are not willing to be bound by these Terms of Service, please do not purchase my Digital Products.

By downloading any of my Digital Products, or purchasing any of my Digital Products, you agree to the Terms of Service within this document, and that these prevail over any inconsistent Terms of Service contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing.

The agreement between me and you, the person or entity registering to purchase or download a Digital Product. (“you”) and which is subject to these Terms of Service (“Contract”), shall come into effect upon you placing an order and shall continue until terminated in accordance with these Terms of Service.

Where you are a corporate entity, “you” as used in these Terms of Service shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

2. Changes to these Terms of Service

I reserve the right, at my discretion, to modify, add, or remove any or all of these Terms of Service at any time and each such change shall be effective immediately.

Your continued use of my Digital Products following any changes to my Terms of Service will mean you accept those changes. Please check my Terms of Service before every purchase.

If the revised Terms of Service apply to any existing provision of Digital Products supplied to you, I will notify you of the changes.

3. Privacy Policy

Information provided by you is subject to my Privacy Policy and shall only be used in accordance with it. For further information, please go to my Privacy Policy on my website <http://www.essexvoicespast.com/privacy-policy/>

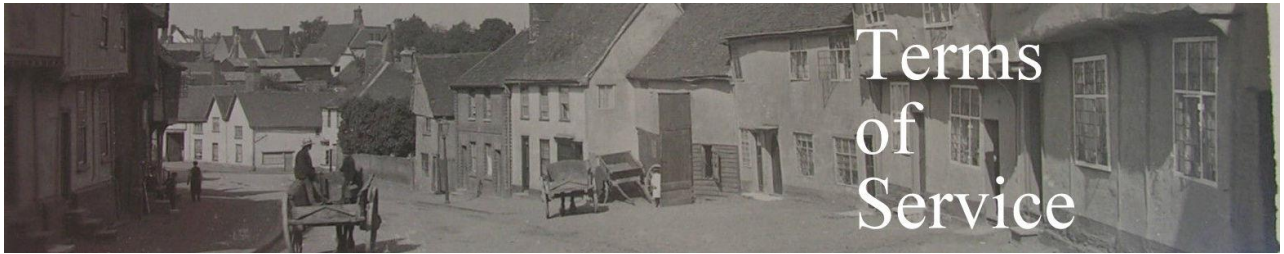
4. Age Restriction

You shall not purchase any of my Digital Products from myself if you are below the age of 18 years old because under this age, you do not have legal capacity to enter into a contract.

5. Acceptance of Order

These Terms of Service will become binding on you and me. A Contract will come into effect between you and me upon you purchasing my Digital Products.

If there is any conflict between these Terms of Service, and any terms within an Order for my Digital Products, then the Order will take priority.



6. Entire Agreement

These Terms of Service and my Privacy Policy constitute the entire agreement between you and me and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

7. Representations

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

You shall not have any claim for innocent or negligent misrepresentation against me based on any statement in these Terms of Service or Privacy Policy.

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

8. Limitation of Liability

I am responsible for loss or damage you suffer that is a foreseeable result of my negligence or my breach of these Terms of Service, but I am not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of my breach or if it was contemplated by you and me at the time we entered into this contract.

Digital Products supplied by me are for non-commercial purposes only. You shall not use my Digital Products for any business or re-sale, or commercial purpose.

I am not liable to you for any loss of business, loss of profit, loss of business opportunity, or business interruption.

9. Circumstances Beyond My Control

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

Circumstances Beyond My Control include any act or event beyond our reasonable control, including without limitation any illness I or my close family members contract, 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 My Control affects the performance of my obligations under these Terms of Service:

- you will be notified as soon as reasonably possible; and
- the time for performance of my obligations will be extended and my obligations under these Terms of Service will be suspended for the duration of the Circumstances Beyond My Control. If the delivery



date for any products or services ordered is affected by the Circumstances Beyond My Control, I will reschedule the delivery date with you after the Circumstances Beyond My Control are over.

If Circumstances Beyond My Control occur and you do not wish me to provide the services, you may cancel the contract in accordance with my Cancellation and Refund Policy.

I may cancel the contract if the Circumstances Beyond My Control continues in accordance with my Cancellation Policy.

10. Copyright and Intellectual Property

My Copyright & Intellectual Property

All my Digital Products will remain copyright to myself. This includes, but is not limited to

- Course worksheets
- Course workbooks
- Videos
- Audio recordings
- Lectures
- Photographs, drawings, plans etc
- eBooks

You must not give anyone else copies of all or part of my Digital Products. They are strictly for your own use only.

You can make limited digital copies of your own completed workbooks from my Digital Products. That is, workbooks completed with your own research. For example, to give copies to family members.

You cannot pass off my work as your own. Nor can you use any of my Digital Products for commercial publications and/or publication online.

Third-party copyright

Despite popular opinion, many items on the internet are NOT in the common domain and are therefore still subject to copyright law.

Please note that with certain historical research items – for example, digital scans of census returns, wills, maps, newspaper articles – copyright belongs to other parties. “Fair usage” may apply. Please check with the copyright holder before using any third-party copyrighted information.

Third party copyright also applies to vintage photographs and vintage postcards.

11. Payment

Payment is strictly in advance of you participating in any of my Digital Products or downloading any of my Digital Products.

Payment can be by

- Bank transfer direct into my bank account,

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- Cheque (cheque will need to clear before the course start date),
- PayPal.
Please note, that because of PayPal's own fees, if you wish to pay by PayPal, 3.4% will be added at checkout.
- Stripe
Please note, that because of Stripe's own fees, if you wish to pay by Stripe, 1.9% will be added at checkout.

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

12. Cancellation and Refund Policy

Your cancellation or request for refund

The Consumer Contracts Regulations applies to all purchase you make online – including my Digital Products. Under these Regulations, you have a 14-day cooling-off period, during which time you normally cannot access any of my Digital Products.

To grant you access to my Digital Products before the end of this 14-day period:

- You give your express consent to having access within the 14 days; and
- You acknowledge that once you have started to download any Digital Product, you lose your right to cancel or refund.

My rights to cancel and applicable refund

I may have to cancel your order before the commencement date of any Digital Products (such as a course or lecture) due to an event outside my control. If this happens:

- I will promptly contact you to let you know;
- If you have made any payment in advance for Digital Products that have not been provided to you, I will refund these amounts to you;

I may cancel the contract for Digital Products at any time with immediate effect by giving you written notice if:

- you do not pay me 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 7 days of me asking you to in writing.

13. Miscellaneous

I may assign my rights and obligations under these Terms to any another person. If there is any such assignment of rights and obligation, I will inform you in writing or by email.



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

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

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

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

We each irrevocably agree that English law governs these Terms of Service and Contract between you and I. English courts will have jurisdiction on any dispute that may arise out of Terms or Contract between you and I.

14. Notice

Any notice to me should be in writing and sent to me by e-mail at kate@essexvoicespast.com.

Any notice to you will be in writing by e-mail, by hand, or by post to the address you provided me.

15. Contact me

If you have any questions or queries, you can email me at kate@essexvoicespast.com.