



TERMS OF SERVICE

Dated **2017**

1. Interpretation

In these Terms of Service:

The "Agreement" means the agreement which is formed when the Bump Room accepts an order from you, as provided in Clause 6 below.

"Customer", "you" or "your" means the person who purchases the services via the <https://bumproomphysios.ie> website.

"Registration data" means the Customer's name and email address.

"Services" means the services described in Clause 4 of these terms.

"Supplier", "we", "our" or "us" means Ailish Cleary and Caitriona Quinn trading as the Bump Room Limited, company number 567212, whose registered office is at 36 Clonaslee, Nenagh, County Tipperary.

"These terms" means the Terms of Service set out in this document in addition to the Bump Room's Privacy Policy which forms part of these terms.

"Website" means <https://bumproomphysios.ie>

2. Acceptance of terms

This document sets out legally binding terms and conditions of use for the Website. Whether you are a visitor (simply browsing) or a member (you register to use the services) you agree to be bound by these terms.

If we modify these terms at any time, you will be notified.

3. Registration

If you wish to become a member of the Bump Room and make use of the Services, you must agree to these terms during the registration process.

You must be 18 years old and provide true, accurate, current and complete information on your registration form (the "Registration Data").

Where such Registration Data is not true and accurate, we reserve the right to terminate your account and refuse all current and future access to the Services.

4. The Services and Terms of Service

- 4.1 <https://bumproomphysios.ie> provides a service to Customers where they will have access to a wide variety of training materials.
- 4.2 The Customer will receive immediate access to the content on the Website once it receives an order confirmation from the Bump Room.
- 4.3 Availability and quality of the streamed videos on the Website may vary from device to device and may be affected by available bandwidth and speed of internet connection. We give no warranties about the quality of your watching experience. You are responsible for all internet access charges. We may offer a downloadable link service if you are having difficulties with live streaming.
- 4.4 We reserve the right to make changes from time to time and without notice to the way in which we operate the Services.

5. Terms of Sale

- 5.1 The advertising of Services on this Website does not constitute an offer to sell the Services as described, or to sell any services at all.
- 5.2 By placing an order, you are making an offer to buy the Services which incorporate these terms.
- 5.3 If we elect to accept your offer, you will receive an order confirmation and an Agreement is formed between you and the Supplier.
- 5.4 We reserve the right to decline any order, without giving a reason.

6. Orders

- 6.1 Orders are only binding when the order confirmation is received by the Customer.
- 6.2 You should check the order confirmation and notify the Supplier of any mistake by email or telephone immediately, otherwise the details stated in the order confirmation will apply to the Agreement.

7. Availability

If you order Services and we accept the order, we reserve the right to notify you that the Services are no longer available at any time up to providing them. You can then cancel the Agreement and we will provide you with a full refund.

8. VAT

Unless they are expressly quoted as being VAT exclusive, all prices are inclusive of VAT and other government taxes or duties where applicable.

9. Payment

Payment is collected from your credit/debit card at the same time that your order confirmation is sent, and before the Services are supplied.

10. Your right to cancel

Once your registration is completed and you receive confirmation of your order, you will be given access to the Services. Once you access the Services, you will have no right to cancel. However, if you have not yet accessed the Services, you may cancel your order for a period of up to 14 working days from the time the order confirmation is received.

To do so, you should email us at support@thebumproom.ie to confirm your cancellation in writing.

11. Prices Quoted

Unless otherwise stated, prices quoted are only valid during your browser session.

12. Intellectual Property Rights

12.1 All intellectual property rights in the content of the Website belong to the Supplier. No content should be modified, performed, published or transferred to anyone else by the Customer nor should the content be used for any commercial purpose.

12.2 Except to the extent permitted by applicable law, you must not disassemble, de-compile, reverse engineer or otherwise break or attempt to break encryption protecting content downloaded from the Website. You must not share your username and password with anyone else.

12.3 You grant to us a world-wide, royalty-free, irrevocable, non-exclusive licence (including the right to sub-license) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any content (in whole or part) you upload, post or e-mail and/or to incorporate such content in other works in any form, media or technology now known or developed.

13. Queries and Complaints

Queries and/or complaints must be notified to us in writing within 14 days of the problem arising, or 14 days of completion of the Services, whichever is the earliest. To contact us please email:

support@thebumproom.ie

14. Warranties

We warrant that the Services will be provided with due skill, care and diligence, and that any materials used in the provision of the Services will be sound and reasonably fit for the purpose for which they are required.

15. Remedy

Subject to Clause 16, if we are in breach of the warranties given by us under Clause 14, our liability shall be limited to either one of the following:

15.1. Correcting the problem at our expense; or

15.2. At our option, reimbursement of the price.

16. No Other Liability

We will have no further liability to you other than as described in Clause 15, whether under these terms or on any other basis including liability in tort as a result of the sale of the Services.

17. Consequential Loss

Subject to Clause 16, we will not under any circumstances be liable to the Customer by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of these terms, for any consequential, special, incidental or punitive loss or damage (whether for loss of current or future profits, loss of enterprise value or otherwise) and whether occasioned by our negligence, or that of our employees or agents or otherwise, even if advised of the possibility of such damages.

18. Non-Excludable Liability

Nothing in these conditions of sale shall exclude or limit our liability for death or personal injury resulting from our negligence, or that of any of our employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.

19. Force Majeure

We are not liable for delays in performance (including delivery or service) caused by circumstances beyond our reasonable control and will be entitled to a time extension for such performance. Examples of such delays include, but are not limited to, strikes, problems with suppliers or transport, industrial relations problems, exchange fluctuations, governmental or regulatory reaction and natural disasters.

If the delay conditions last for a period of more than 2 calendar months, the Agreement may be terminated by either the Customer or the Supplier without compensation.

20. Entire Agreement

These terms incorporate the Bump Room's Privacy Policy and supersede any previous agreements or arrangements between the Supplier and the Customer and represents the entire agreement and understanding between the Supplier and the Customer in respect of the Services and contains all the terms which the parties have agreed with respect to its subject matter and supersedes and extinguishes all and any agreements, representations, promises, assurances or warranties of any kind, whatsoever, by whomsoever and howsoever communicated.

These terms are available on the Bump Room Physio's Website www.bumproomphysios.ie under the heading "Terms of Service" and "Privacy Policy".

The Bump Room retains the right to amend these terms from time to time and it is the Customer's responsibility to check the current "Terms of Service" prior to using the Website prior to entering into an Agreement with the Bump Room.

21. Workshop

Should you attend the Bump Room Physio's Workshop it is your responsibility to inform the Instructors of any reasons why you should not be exercising on the day.

22. Governing Law

These conditions of sale shall be governed by Irish law and the exclusive jurisdiction of the courts of the Republic of Ireland. The Vienna Convention on contracts for the international sale of goods is excluded in its entirety.

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