

Terms and conditions for the supply of goods and services including but not exclusively through this website

Your use of this website or any other method, including voice, electronic and written communication, to purchase goods and services is governed by these terms and conditions as well as our privacy policy and website terms of use. Please read these documents carefully before using our site or placing an order. By placing an order you agree to the terms and conditions set out below.

Our goods and services are intended to be sold only within the United Kingdom of Great Britain and Northern Ireland. You may not purchase any of our goods from this website if you are under 18 years old and / or you are accessing this website from outside the UK.

1. General information about us

Our company name: Norwal Limited

Our geographic address: The Old Post Office, Rhiwlas, Bangor, Gwynedd, LL57 4EP

Our contact details: Telephone: 01248 665060
Email: Please use the contact us form on our websites

Norwal Limited is a Quasafe Awards (QA) Registered Centre and a Royal Yachting Association (RYA) Recognised Training Centre.

2. How to conclude a contract with us using this website or any other method, including voice, electronic and written communication

These are the steps you need to take to conclude a contract with us:

a. Make sure you have read and understand our terms

It is your responsibility to read the legal terms on our website carefully and to raise any problems with us before you place your order. This includes these terms and conditions, our website terms of use and our privacy policy.

b. Browse our online information

This website contains information about our goods and services which you will need to know before you place your order including descriptions of our goods and services, indicative prices and delivery costs. It does not always contain information about the availability of the company and its representatives to provide services.

The information about the goods and services on our website constitutes an "invitation to treat" and is not a contractual offer from us which you may accept. This means that we reserve the right to correct any errors in that information without liability to you. It also means that in no circumstances will we be contractually bound to supply you with goods or services on the basis of any incorrect information, even if that information is repeated in your order.

c. Select the goods or services you wish to purchase

You can select any items you wish to purchase by clicking on the "add to basket" button. You will be taken to your shopping basket whenever you add a new item, but you can also view the contents of your shopping basket by clicking on the "shopping basket" button. The shopping basket screen lists your current selection of items with description, price and current subtotal. You can edit the contents of your basket and remove any

input errors by removing items or changing quantities. Where services are required on particular dates which are not advertised these will not be available for direct purchase from the website and need to be negotiated with the company.

Provisional bookings for training courses may be accepted over the telephone, at the discretion of the company. However, these must be confirmed in writing (including e-mail) at least three weeks prior to the commencement of the course and the company may still accept bookings received with full payment. In this event, those with provisional bookings will be notified as noted in the cancellation procedures in this document.

Provisional bookings for consultancy and bespoke training may be accepted over the telephone, at the discretion of the company. All bookings must be requested formally and agreed in writing. The use of e-mail is preferred. The scope of work, including on-site consultancy, office-based consultancy and report writing, shall be agreed in advance and a quotation will be supplied upon request.

d. Making a purchase

To purchase the items in your basket and proceed with your order using our secure online purchasing facility, click on the "purchase online" button on the shopping basket screen. You will then be transferred to our secure server to complete your order.

If you would like to order goods or services from us but do not want to enter your credit / debit card details on the web, you can pay for your order by cheque, postal order or direct bank transfer. There will be an additional charge for payments by cheque or postal order to reflect the additional costs incurred. We can only accept cheques denominated in pounds sterling and drawn on a UK bank. Cheques should be made payable to Norwal Limited. Your order reference number should be marked clearly on the reverse side of the cheque. Paying for training courses and goods by cheque or postal order will slow down the ordering process, as we cannot process your order until your cheque / postal order has been received and cleared.

You will be asked to provide certain information we need to enable us to process your order such as your preferred delivery address and payment details. It is your responsibility to provide us with sufficient information to process your order.

We may acknowledge receipt of your order on our website or by email. This is not our acceptance of your order, but confirmation that it has been received.

e. Wait for acceptance of your order

You may not assume we have accepted your order until we send you an acceptance by email or post. Only if and when you receive our acceptance will we have a binding contract between us.

You may receive acknowledgement from our payment processor advising you whether or not your credit or debit card payment has been authorised. This acknowledgement relates to your payment only and is not our acceptance of your order.

We will be entitled to refuse to accept your order if in our sole discretion we consider it necessary. In particular we must receive payment of the whole of the price for the goods or services that you order before your order can be accepted. If we refuse your order we will let you know as soon as we can. If we accept your order we will inform you without undue delay.

Once we have entered into a contract with you we shall supply you with the items specified in your order in accordance with the terms of the contract.

3. Other information about the Contract

We can only conclude the contract with you in English and not in any other language.

The contract between us will consist of a) these terms and conditions together with our terms of use and privacy policy, b) your order and c) our acceptance. We will not file the concluded contract between us online and you should therefore print out and retain copies of each element of the contract.

3.1 Price

The prices payable for goods that you order as well as any applicable VAT and delivery charges are as set out in our website. The course fees shown on the website are for indicative purposes only and while every effort will be made to provide the most up to date information, customers must confirm the price at time of booking. Course fees are always quoted at the per person rate and there may be minimum and maximum numbers of participants for any or every course. Course fees include all tuition and documentation, and where provided at our premises also include light refreshments unless otherwise stated.

The prices payable for services as well as any applicable VAT will be provided in a quotation upon request. The prices quoted will be honoured provided that the scope of the work remains within that agreed in writing.

3.2 Your right to cancel your contract and our returns policy

If you are a consumer, you may cancel your contract with us for the goods you order at any time up to the end of the seventh working day from the date you receive the ordered goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

To cancel your contract you must notify us in writing by hand delivered notice; post; fax; or email.

If you have received the goods before you cancel your contract then you must return the goods in their original condition to us at the address above at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us in their original condition to the address above at your own cost and risk as soon as possible.

Once you have notified us that you are cancelling your contract, any sum debited to us from your credit or debit card will be re-credited to your account as soon as possible and in any event within 30 days of cancellation provided that the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

If you are booking a place on a training course, you may cancel this and be refunded all course fees provided more than 28 working days notice (working days excludes all statutory bank holidays and weekends) is given. All cancellations must be received in writing and acknowledged by the company. Delegates may be substituted at any time up to course commencement unless the course is certificated where 7 (seven) working days notice is required. In the event of cancellation, the following charges will be applied:

15 to 28 days notice	50% fees refundable
14 days or less notice	Full fees are payable

If you are booking consultancy or a bespoke training package for your organisation, you may cancel this provided more than 56 working days notice (working days excludes all statutory bank holidays and weekends) is given. All cancellations must be received in writing and acknowledged by the company. In the event of cancellation, the following charges will be applied:

29 to 56 days notice	50% fees payable
28 days or less notice	Full fees are payable

3.3 Our rights to cancel the contract

We may cancel the contract between us if:

- the goods you have ordered are unavailable for any reason;
- we do not deliver to your area;
- one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers;
- it is not possible to run a training course due to circumstances beyond our control (including weather, equipment failure or personnel availability);
- you do not provide the specialist resources or facilities (including, but not limited to, swimming pools, technology workshops or computer suites) required for the course that you have previously agreed to provide; or
- the minimum number of clients required for a course to run has not been reached; or
- we no longer have sufficient, appropriate personnel to provide your consultancy or training due to illness or injury.

If we do cancel your contract for goods we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit or debit card as soon as possible but in any event within 30 days. We will not be obliged to offer any additional compensation for disappointment suffered or any other loss you may incur as a result. In the event that it is necessary for the company to cancel or reschedule a training course, we will endeavour to give a minimum of 21 working days notice. In such circumstances a full refund or alternative dates will be offered.

We will do our utmost not to postpone or cancel consultancy agreements. We will not charge the full agreed price if we cannot complete the defined scope of the work. However, where we have completed part of the scope of the work, such as consultancy days or reports, these will be charged at the standard rate.

3.4 Delivery of goods to you

We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.

Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of your order. For the avoidance of doubt, time for delivery shall not be of the essence.

You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

3.5 Credit facilities and payments

The company may, from time to time, agree to provide credit terms to clients at its sole discretion. Should credit terms be agreed, the terms of payment shall be no longer than 30 days. Certificated training courses may be conducted under these arrangements but certification shall not be issued until the relevant payment has been made in full. Payments which are received after the agreed term, or after 30 days where a different term has not been agreed, shall be regarded as late payments. Late payments will be subject to a compensation fee and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and Regulations 2013. The company reserves the right to decline to provide further goods or services where any payment, fee or interest remains outstanding on a customer's account.

We accept bank transfer, debit and credit cards and cheques as methods of payment. We reserve the right to make an additional charge for payments made by card. There will be an additional charge for payments by cheque or postal order to reflect the additional costs incurred.

Should a customer make an overpayment in respect of an invoice, the customer must request repayment within 30 working days. Furthermore, the customer agrees to pay reasonable expenses in respect of verification of the claim including time spent investigating and responding to the claim and any charges made by the company's bank in respect of refunding the overpayment.

4. Our liability to you

4.1 Your remedy for damaged goods

If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, you must notify us in writing at our contact address of the problem within 10 working days of the delivery of the goods in question. Otherwise you will have no right to any of the remedies set out below.

If you notify a problem to us, we will, at our option:

make good any shortage or non-delivery; or

replace or repair, at our option, any goods that are damaged or defective; or

refund to you the whole or part of the amount paid by you for the goods in question in whatever way we choose.

4.2 Limitations on our liability to you

You are responsible for observing and complying with all applicable regulations and legislation which affect your purchase and subsequent use of our goods. This includes obtaining all necessary customs, import or other permits to purchase goods from our site. Certain national laws may prohibit the importation or exportation of certain of our goods to you.

We make no representation and accept no liability in respect of the export or import of the goods you purchase.

To the extent that law permits us to do so, we exclude all our liability to you for any direct, indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem relating to the goods you buy from us, other than the remedies listed above.

Where a training course has to be cancelled or postponed, our liability will be limited to the value of the original course fee. The company shall have no liability whatsoever whether in contract, tort, including negligence, breach of statutory duty or otherwise for any loss or damage suffered by a customer arising from, or connected with, errors in any course material or incorrect or incomplete instruction or tuition given at a course.

Where a training course or assessment cannot be completed in the time agreed because specialist resources or facilities (including, but not limited to, swimming pools, technology workshops or computer suites) that you agreed to provide for the course or assessment are not available, we shall not be liable to provide personnel to complete the course or assessment at another time. Should we agree to complete the course or assessment at a later date, you will be liable for additional fees and costs.

Where consultancy has to be cancelled or postponed, our liability will be limited to the value of any payment received in respect of the booking. The company shall have no liability whatsoever whether in contract, tort, including negligence, breach of statutory duty or otherwise for any loss or damage suffered by a customer arising from, or connected with, incorrect or incomplete instruction or advice given during consultancy.

If a court does decide we are liable to pay you compensation, that compensation will be limited to the amount paid by you for the goods or services in question.

Please note that nothing in this section of these terms and conditions (or in any other section) is intended to limit any rights you might have as a consumer or other statutory rights that may not be excluded by law, nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence or for fraudulent misrepresentation.

5. Things you should know

5.1 Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

5.2 Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

5.3 Privacy, course content and copyright

You acknowledge and agree to be bound by the terms of our privacy policy. The company reserves the right to adjust the content of any course to reflect changes or new developments. All logos, trademarks, publications, course material, content and visual aids are copyright and may not be reproduced in any form, including electronically, without the express written permission of the Company Director.

5.4 Third party rights

A person who is not a party to this contract has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

5.5 Entire agreement

These terms and conditions together with our terms of use and privacy policy, your order and our acceptance set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Except for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

5.6 Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to resolve any disputes between us.