

1. Definitions

- 1) "Business Customer" means a customer who is not a Consumer.
- 2) "Consumer" means an individual who is not acting for the purposes of his or her business or profession.
- 3) "Wconsulting" means W PROFESSIONAL LEARNING PTY LTD Ltd also referred to as "we" or "us" in these terms and conditions.
- 4) "Catalogue" means the catalogue of products and services offered by Wconsulting.
- 5) "Force Majeure" means any cause affecting the performance by Wconsulting of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.
- 6) "Normal Working Hours" means 8 am to 4:30 pm on a Working Day.
- 7) "Working days" means Monday to Friday, excluding Public holidays.

Please note that special terms apply to Consumers, which prevail over the other provisions of these terms and conditions. Customers who are Consumers are referred to Clause 13.

2. Orders

1) All contracts of sale made by Wconsulting shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the party ("the Customer") with whom Wconsulting is dealing. Cancellation of orders by business to business customers is not accepted as many orders are despatched on the same day the order is placed. Cancellation of orders by Consumers will be accepted in accordance with the Consumer Protection Act. Nothing in these terms and conditions is intended to impinge upon a Consumer's statutory or contractual rights to reject faulty goods.

2) All orders are subject to acceptance and to availability of the goods ordered: Wconsulting is entitled to refuse any order placed by you.

3) You undertake that:

a. all details you provide to us for the purpose of purchasing goods or services offered on our web site are correct and You, the Customer, accepts that full liability for orders placed using a valid user id and password lies with You and not Wconsulting and

b. the credit or debit card you use to make a purchase from us is your own card or your company's card, that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any goods or services you order from us. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.

4) Please note, Wconsulting may record and / or monitor inbound and outbound calls and electronic traffic for training purposes.

3. Prices

1) Goods and services are invoiced at the price prevailing at time of acceptance of order. VAT is charged at the rate applicable at the time of invoicing or otherwise in accordance with the law.

2) Wconsulting reserves the right to modify the prices from time to time.

3) Any prices quoted by Wconsulting in local currency may be adjusted by Wconsulting due to fluctuations in the US Dollar exchange rate.

4) All amounts payable hereunder are payable in full and remitted back to Wconsulting without offset or deduction for taxes (including withholding tax) and custom duties.

4. Delivery, Title and Risk

1) Wconsulting shall use reasonable endeavours to despatch goods by the date agreed with the customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay.

2) In the case of a Business Customer, if Wconsulting is unable to deliver the goods within 30 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to Wconsulting in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to Wconsulting after the above date but before delivery of the goods or notification from Wconsulting that the goods are ready for delivery. This Clause does not apply to Consumers.

3) In the case of Business Customers, Wconsulting does not accept liability for shortages or damage to deliveries unless the Customer notifies Wconsulting of the shortage or damage in writing within 48 hours of receipt of the delivery.

4) Business Customers are required to be able to accept the goods when they are ready for delivery within Normal Working Hours.

5) Delivery is deemed to take place when the goods are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.

6) Title in the goods does not pass to the Customer until payment is received in full by Wconsulting.

7) If the Customer cannot accept delivery, Wconsulting may at its option: (a) store and insure the goods at the Customer's expense and risk or (b) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or (c) re-arrange delivery provided that Wconsulting may charge the Customer for the additional delivery costs incurred.

8) The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and Wconsulting shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

9) Upon delivery of the goods, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery. Wconsulting shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

10) Wconsulting reserve the right to part ship goods on all orders to the customer and to invoice each shipment separately, unless otherwise stipulated by the customer. This is to make sure that the customer receive their stock in a fast and efficient manner.

5. Payment

1) Payment is due on shipment unless a Customer has been approved for credit.

2) If payment is not made on the due date, Wconsulting will be entitled to charge interest daily on the outstanding balance at the rate of 3% above Prime lending rate from time to time and in any event an administration fee in the sum of R250 shall be applied to each overdue invoice.

6. Product specifications

1) Wconsulting makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.

2) If Wconsulting cannot supply the goods ordered by the Customer, Wconsulting reserves the right to offer goods of equal or superior quality at no extra cost. In such a case, if the Customer does not wish to accept the alternative goods offered, he or she may cancel the order and require the refund of any money paid to Wconsulting in respect of that order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

7. Trade names and Trade Marks

1) Trade names and marks (other than Wconsulting's) are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.

8. Warranties and Returns

Please note that special terms apply to Consumers who wish to return goods, which prevail over the provisions of this Clause 8. Customers who are Consumers are referred to Clause 13.

1) Wconsulting is committed to providing our customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective. In such cases we offer the returns facilities described below.

2) If you purchase goods in the course of your business, the following provisions of this Clause shall apply. Other than the express provisions set out in these terms and conditions, all other terms and the implied terms or warranties relating to the supply of goods are excluded to the fullest extent permitted by law. Goods are not tested or sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing.

4) If you purchase services in the course of your business, the following provisions of this Clause shall apply. Wconsulting shall use its skill and expertise to carry out any contracted works (the "Service(s)") to a standard equivalent to that of a competent computer professional, and shall warrant our work as free from defects, for a period of 30 days after completion. In particular, we cannot be held responsible for any fault or damage not caused by Wconsulting services' engineers or its contracted agents. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing Services, Wconsulting reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Service(s). Additionally, Wconsulting cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than Wconsulting. Except as set out here, all other express or implied terms or warranties relating to the Services are excluded to the fullest extent permitted by law.

5) Subject to the right of Consumers to return goods for refund under The Consumer Protection Act (see Clause 13), Wconsulting does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering.

6) In the event that Wconsulting, at its discretion agrees to accept the return for credit of unwanted products, the goods must be returned with Wconsulting's prior written agreement within 7 days of delivery.

9. Wconsulting's Liability

1) In its dealings with Business Customers, Wconsulting shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships loss of data and other financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods, which we may be liable to refund to you, in whole or in part, if the goods are faulty or do not comply with their description). Wconsulting's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

10. Health and Safety

1) Wconsulting confirms that the goods it supplies do not present a hazard to health and safety

a. when properly used for the purpose for which they are designed; and

b. if the Customer takes reasonable and normal precautions in their use.

11. Force Majeure

1) Where, in spite of its reasonable efforts, Wconsulting is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Customer.

12. The Consumer Protection Act

1) Contracts for the purchase of goods by a Customer not acting in the course of a business and made over the telephone or through the Wconsulting website, or by mail order, are, with the exception of certain excepted contracts, subject to The Consumer Protection Act ('the Regulations').

2) If the Regulations apply, Customers may cancel goods purchased from Wconsulting by sending a written notice of cancellation by post or hand delivery

3) The notice of cancellation must be delivered within 7 working days of the day after date of delivery of the goods.

4) The Customer will be responsible for the cost of returning the goods if he or she exercises this right of cancellation under the Regulations. If the Customer does not actually return the goods to Wconsulting, the Customer is under a duty to make the goods available for collection at the Customer's expense from the address to which they were delivered.

5) The Customer is under a duty to retain possession of the goods whilst awaiting return to Wconsulting and to take reasonable care of them during this period. The Customer will be liable for any loss of or damage to the goods if he or she fails to comply with this obligation.

14. Errors and Omissions

1) Wconsulting makes every effort to ensure that all prices and descriptions quoted in its catalogue and on its website are correct and accurate. However, the frenetic tempo of e-commerce makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, Wconsulting will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. Wconsulting's liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by Wconsulting after the manifest error has been discovered.

2) A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by Wconsulting which is more than 10% less than the price that would have been quoted had the mistake not been made.

15. Confidential Information and Data Protection

1) Each party shall preserve the confidentiality of all confidential information of the other which it receives, keep such information secure and protected against theft, damage, loss or unauthorised access, and not use such information for any purpose except as contemplated by the Contract. Moreover, each party shall ensure that such obligations are observed by its employees, officers, agents and contractors. These obligations shall survive the variation, renewal or termination of the Contract for a period of three years but shall not apply to information which is already in or subsequently comes into the public domain through no fault of the recipient.

16. General

1) Nothing in these terms and conditions affects your statutory rights as a Consumer.

2) If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

3) Any waiver of a breach of this Agreement must be in writing.

4) Any variation of this Agreement must be in writing and signed by a duly authorised Wconsulting official.

- 5) The headings are for convenience only and shall not affect the interpretation of this Agreement.

- 6) Any notices given under this Agreement shall be in writing and sent (a) by first class pre-paid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by e-mail to the last notified e-mail address of the party.

- 7) These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the non-exclusive jurisdiction of the English courts.

- 8) Wconsulting may at its discretion record telephone transactions for staff training and quality control purposes