

# Terms & Conditions

## 1. Introduction

This website is owned and operated by Motivational Maps Limited (company no: 05753852). The registered office address is at The White House, 2 Meadow, Godalming, Surrey, GU7 3HN

Your contract will be:

1. in respect of any use of 5elementscommunication.com, with Motivational Maps Limited;
2. in respect of any purchase of any 5 Elements Communication Styles diagnostic, with Motivational Maps Limited.

As a user of the 5 Elements Communication Styles website, you acknowledge and agree that any use of the 5 Elements Communication Styles website including any orders you place with us and any other transactions that you make is subject to our terms and conditions below, the Privacy Policy and any other relevant terms and conditions, policies and notices which may be applicable. If you do not wish to accept these Terms and Conditions, please do not use the 5 Elements Communication Styles website.

## 2. Information on the website

Every effort is made to update the information contained on the 5 Elements Communication Styles website however neither the Website Owner nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, research information, data and/or content contained on the 5 Elements Communication Styles website (including but not limited to any information which may be provided by any third party) and shall not be bound in any manner by any information contained on the 5 Elements Communication Styles website. The Website Owner reserves the right at any time to change or discontinue without notice, any aspect or feature of the 5 Elements Communication Styles website. Any such changes will take effect when posted on the 5 Elements Communication Styles website and it is your responsibility to read the terms and conditions on each occasion you use the 5 Elements Communication Styles website. Your continued use of the 5 Elements

Communication Styles website shall signify your acceptance to be bound by the latest terms and conditions. No information shall be construed as advice and information is offered for information purposes only. If you find an error or omission at the 5 Elements Communication Styles website, please contact [info@motivationalmaps.com](mailto:info@motivationalmaps.com)

### **3. Sale and purchase**

1. All orders that you place on the 5 Elements Communication Styles website will be subject to acceptance by us in accordance with these terms and conditions.
2. Acceptance of your order and the completion of the contract for the supply of the 5 Elements Communication Styles diagnostic you have ordered from us through the 5 Elements Communication Styles website will take place on despatch to you of the 5 Elements Communication Styles diagnostic unless we have notified you that we do not accept your order, or you have cancelled it (please see clause 6 below).

### **4. Payment**

1. Payment is made online via Stripe.
2. The price you pay is as specified at the time you initiate the payment process.

### **5. Delivery**

1. We will only dispatch the 5 Elements Communication Styles diagnostic after the confirmation that your payment has cleared. Delivery will take place by e-mailing the 5 Elements Communication Styles diagnostic to you.
2. While every effort is made to fulfil all orders as soon as possible and no later than within 48 hrs, such estimated timescales are indicative only and delays are occasionally inevitable. Time shall not be of the essence and we shall not be liable in any event for any delay or failure to deliver the 5 Elements Communication Styles diagnostic within the estimated timescales.

### **6. Right to cancel**

1. Under the Distance Selling Regulations, you have a right to cancel your order for any item purchased on the 5 Elements Communication Styles website for a full refund. This does not

apply to the 5 Elements Communication Styles diagnostic, if their 'electronic seal' has been broken (the electronic seal will be deemed to have been broken after you have opened the e-mail attachment containing the 5 Elements Communication Styles diagnostic report).

2. Otherwise, to cancel, you can email us or write to us (see Contact Us for details) within seven working days of delivery of the 5 Elements Communication Styles diagnostic report. If we have already taken payment from you, we will refund the full price of the goods to you.

## **7. Intellectual property**

You acknowledge and agree that the 5 Elements Communication Styles site designs, text, graphics, software compilations and other contents/arrangements on the 5 Elements Communication Styles website are our copyright works. All rights are reserved. Permission is granted to electronically copy and to print in hard copy portions of the 5 Elements Communication Styles website for browsing or placing an order with us. Other than such use, no permission is granted including reproduction, modification, distribution, or republication purposes without our prior written permission. All brand names, product names and titles used on the 5 Elements Communication Styles website are trade names of Motivational Maps Limited or other respective holders. No permission is given in respect of the use of any of these names or titles and moreover any such use may constitute an infringement of the holders' rights.

## **8. External links**

External links may be provided for your convenience, but they are beyond the control of the Website Owner and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external websites terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to the 5 Elements Communication Styles website without the express prior written permission of the Website Owner. Please contact [info@motivationalmaps.com](mailto:info@motivationalmaps.com) if you would like to link to this website or would like to request a link to your website.

## **9. Public forums and user submissions**

If you send ideas, comments, questions, or any other information to the 5 Elements Communication Styles website, these will be deemed to be non-confidential and we will be entitled to use or disclose them in any manner whatsoever, without liability or notice to you. Anything you send to the 5 Elements Communication Styles website should not be, or contain, material which is offensive, unlawful, harassing, blasphemous, defamatory, pornographic, abusive, indecent, threatening, harmful, vulgar, obscene, racially offensive or likely to contravene any applicable law, whether civil or criminal and we reserve the right to remove any such content at our complete discretion. All material sent to us must be original to you, and not copied in whole or part from any third party. Please do not send anything which is required to be kept confidential.

## **10. Unauthorised use**

The following uses (this list is not exhaustive) are explicitly unauthorised, a breach of these conditions and may be an infringement or even a crime:

1. Any unauthorised use or copying of our name, trading style, getup, confidential information or data (being information of a confidential nature the misuse of which will foreseeably damage our business reputation or goodwill) or copyright material.
2. Unauthorised entry to any non-public part of the 5 Elements Communication Styles website, including its underlying codes, or into any private computer system of Motivational Maps Limited.
3. Unauthorised copying, downloading or framing or any part of the 5 Elements Communication Styles website.
4. Unauthorised covert or overt linking of any part of the 5 Elements Communication Styles website with another website or interception of visitors or potential visitors.
5. Any action which is intended or has the effect of deceiving or misleading us or third parties, whether for gain or otherwise.

You hereby agree to indemnify the Website Owner against any loss, liability, damage or expense of whatever nature which the Website Owner or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the 5 Elements Communication Styles website in contravention of these terms.

## **11. Liability and indemnity**

1. Nothing in these terms and conditions purports to exclude or limit the liability of Motivational Maps Limited for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.
2. Whilst every effort is made to verify the accuracy of information displayed on the 5 Elements Communication Styles website, we make representation or warranty of any kind regarding the contents or availability. Any indemnities, warranties, terms and conditions are hereby excluded to the fullest extent permitted by applicable law.
3. We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses as a result of unauthorised access to information provided by you.
4. Reasonable steps have also been taken to protect the 5 Elements Communication Styles website by anti-virus software, but all users are advised to take all necessary steps to ensure that no virus contamination occurs. No liability can be accepted by us for any loss or damage sustained as a consequence of any virus transmission.
5. We will not be liable for any special, indirect or consequential loss (including, but not limited to loss of profits, loss of goodwill, or reputation, loss of data).
5. This clause does not affect your statutory rights as a consumer, nor does it affect your cancellation rights.

## **12. Miscellaneous provisions**

1. This agreement is governed by English Law and is subject to the exclusive jurisdiction of the English courts.
2. If any part or parts of these terms and conditions are deemed invalid, void or unenforceable, then that part or those parts will be considered severable from these terms and conditions thereby not preventing the remainder from being enforceable or effective.
3. You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by us. These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999).

4. We reserve the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party. These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between You and Us and set forth the entire agreement between you and us.

### **13. Comments or questions**

If you have any questions, comments or concerns arising from the Site, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us at [info@motivationalmaps.com](mailto:info@motivationalmaps.com)

### **14. Complaints**

We endeavour to respond to all complaints within 14 working days. If you would like to contact us, please email [info@motivationalmaps.com](mailto:info@motivationalmaps.com)