

Document ID: TPMG-POL-008

Title: Digital Downloads & Cancellation Policy

Version: 1.0

Status: Approved

Approved by: Giedre Beige - Director



TPMG Digital Downloads & Cancellation Policy

1. Purpose

This Policy explains how TPMG supplies digital downloads through its website and how cancellation, refunds and related rights apply.

It is intended to help customers understand:

- when access to digital downloads begins;
- when a legal right to cancel may apply;
- when that right is lost;
- what happens if a digital download is faulty, not as described or otherwise non conforming; and
- how to contact TPMG for support, cancellation or refund requests.

This Policy should be read together with TPMG's:

- Website Terms of Use;
 - Terms of Sale;
 - Privacy Notice;
 - Cookie Policy;
 - Cookie Preferences; and
 - Website Disclaimer.
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2. Scope

This Policy applies to **digital downloads and other one-off digital content** supplied through the TPMG website, including where relevant:

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- policy templates;
- downloadable documents;
- digital toolkits;
- guides;
- checklists;
- editable resources;
- digital packs; and
- similar downloadable content.

Unless expressly stated otherwise, this Policy does **not** govern:

- bespoke consultancy or advisory services;
 - audits or implementation projects;
 - supplier or client contracts agreed outside the website;
 - physical goods; or
 - e-learning access where separate E-Learning Terms apply.
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3. What We Mean by “Digital Download”

For the purposes of this Policy, a digital download means digital content supplied electronically rather than on a physical item such as a disc, USB device or printed pack.

This usually includes content made available by:

- download link;
- secure email delivery;
- account access;
- portal access; or
- another electronic delivery method described at checkout.

The Consumer Contracts Regulations treat digital content supplied this way differently from physical goods, especially for cancellation purposes.

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4. About TPMG

TPMG is a trading style of **TPMG Group Ltd.**

Company Number: 14618789

ICO Registration: ZC081136

Registered Office / Head Office:

Cardinal Point
Park Road
Rickmansworth
WD3 1RE

Telephone: 020 7060 6228

General Enquiries: admin@tpmg-group.com

Data Protection Officer: dpo@tpmg-group.com

Website: www.tpmg-group.com

5. Before You Buy

Before you complete a purchase, TPMG aims to make clear:

- what the digital download is;
- what is included;
- the price;
- how access will be provided;
- any important format, compatibility or usage information;
- any key licence restrictions;
- how cancellation works; and
- when the right to cancel may be lost.

That is consistent with the current UK distance-selling information requirements and with your uploaded e-commerce guidance, which specifically highlights cancellation

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information, digital-content functionality and compatibility, order/payment clarity, and durable confirmation after contract formation.

6. How the Contract Is Formed

Your order is an offer to buy a digital download.

A contract is formed only when TPMG accepts that order, usually by:

- sending an order confirmation or download confirmation by email; or
- making the digital download available to you in accordance with the checkout process.

The order process should make clear that placing the order creates an obligation to pay. Your uploaded e-commerce guidance notes emphasise this point and recommend unambiguous order wording and durable confirmation.

7. When Access Begins

Unless we state otherwise, digital downloads are intended to be supplied **as soon as reasonably possible after purchase**, often immediately.

This means that:

- download access may begin immediately after payment and order confirmation;
- the file may be made available straight away;
- a download link may be sent immediately; or
- access may be granted through an account or portal without delay.

Because TPMG's digital downloads are designed for immediate use, customers may be asked during checkout to confirm that they want supply to begin straight away.

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8. Consumer Right to Cancel

If you are a **consumer**, you would ordinarily have a legal 14-day cooling-off period for many distance contracts.

For digital content not supplied on a tangible medium, that cooling-off period begins when the contract is formed. However, where supply begins within that period **after** you have given express consent and acknowledged that you will lose your right to cancel, the right to cancel ends once supply begins.

This is the most important rule for TPMG digital downloads.

9. When You Lose the Right to Cancel

If you are a consumer buying a TPMG digital download, you will usually be asked at checkout to confirm both of the following:

1. that you want the digital content to be supplied immediately; and
2. that you understand that, once supply begins, you will lose your legal right to cancel.

If those steps are completed and access begins, the right to cancel is lost in line with the Consumer Contracts Regulations.

Your uploaded guidance notes and digital-content subscription template use the same logic and specifically recommend a checkbox or equivalent active confirmation for immediate supply and loss of the cooling-off right.

10. If You Have Not Yet Accessed the Download

If:

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- you are a consumer;
- the contract is still within the 14-day cancellation period; and
- supply has **not** yet begun in a way that lawfully removes your right to cancel,

you may cancel and request a refund.

If you purchased a digital download by mistake, please contact TPMG as soon as possible and do **not** download, open or access the file until the position has been confirmed.

Where no access has yet begun, TPMG will assess the request in line with the legal position and the checkout terms in force at the time of purchase.

11. No Physical Return Required

Digital downloads supplied electronically do not need to be physically returned.

However, if a refund is agreed or legally due, TPMG may:

- deactivate access;
- disable the download link;
- require cessation of use;
- require deletion of the downloaded file where appropriate; and
- treat any continued use, sharing or redistribution after refund as unauthorised use.

12. Faulty, Misdесcribed or Non-Conforming Digital Downloads

Nothing in this Policy affects your statutory rights.

Under the Consumer Rights Act 2015, digital content supplied to consumers must be:

- of satisfactory quality;

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- fit for purpose; and
- as described.

If a TPMG digital download is faulty, materially incomplete, not fit for purpose, or does not match its description, available remedies may include:

- repair or replacement;
- price reduction; and
- refund, depending on the circumstances and whether the issue can be corrected within a reasonable time and without significant inconvenience.

If a fault in the digital content causes damage to your device or to other digital content because reasonable care and skill were not used, the law may also provide a remedy.

Your uploaded digital-content sale templates use the same structure: repair or replacement first, then price reduction or refund where appropriate, and a route for complaints about damaged devices or other digital content.

13. What TPMG Does Not Treat as a Fault

A refund or remedy will not usually be available simply because:

- you changed your mind after access began and the right to cancel was lawfully lost;
- the digital download requires tailoring to your own organisation or use case;
- you bought the product for a purpose that was not stated, obvious or supported;
- the issue was caused by your own software, device, settings or misuse; or
- you failed to follow any stated compatibility, format or usage information provided before purchase.

TPMG policy templates, toolkits and resources are intended to support good practice and internal readiness. Unless expressly stated otherwise, they are not a substitute for organisation-specific legal, regulatory or certification advice.



14. Format, Compatibility and Customer Responsibility

Before buying, customers should review any information provided about:

- file format;
- access method;
- software compatibility;
- device compatibility;
- whether editing software is needed;
- whether the file is intended for individual or organisational use; and
- any usage restrictions.

Your uploaded e-commerce guidance notes specifically flag **digital content functionality** and **compatibility** as information that should be provided before purchase.

TPMG is not responsible where a customer cannot use the digital content because their own systems, software or device environment are unsuitable and this was not due to a fault in the content itself.

15. Licence and Use After Purchase

Unless expressly stated otherwise in writing, TPMG digital downloads are supplied on a limited, non-exclusive, non-transferable licence for the purchaser's permitted use.

Unless we expressly allow it, customers must not:

- resell;
- redistribute;
- publish publicly;
- share access outside the permitted organisation or user;
- remove TPMG branding or copyright notices; or
- present TPMG material as their own original work.

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If a refund is issued, any right to continue using the refunded digital content ends.

16. How to Cancel

If you wish to cancel a digital-download purchase, you may contact TPMG in any clear way.

For speed and clarity, please include:

- your full name;
- your email address;
- the product purchased;
- the order reference;
- the date of purchase; and
- a short statement that you want to cancel.

You can contact TPMG using:

Telephone: 020 7060 6228

Email: admin@tpmg-group.com

Post: TPMG Group Ltd, Cardinal Point, Park Road, Rickmansworth, WD3 1RE

Where relevant, cancellation by email or post will normally take effect from the date sent, subject to the legal position on whether the right to cancel still exists.

Your uploaded templates also recommend offering a clear cancellation route and, where helpful, a website cancellation form or linked route from the order confirmation.

17. Refund Timing

Where a refund is agreed or legally due, TPMG will aim to issue it as soon as reasonably possible and, where applicable, within the time required by law.

Refunds will normally be made using the same payment method used for the original

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purchase, unless another method is agreed.

Your uploaded templates repeatedly use a 14-calendar-day refund structure for accepted refund events, and the same-payment-method approach.

18. Mistaken Purchases

If you purchase a digital download by mistake:

- contact TPMG immediately; and
- do not download, open or use the content until you receive a response.

If the digital content has **not** been accessed and the cancellation right has **not** been lost, a full refund may be available.

If access has already begun after valid consent and acknowledgement, the legal right to cancel may have been lost and a refund may not be available.

Your uploaded digital-content templates use the same commercial position: where the customer acts quickly and has not yet accessed the content, cancellation is usually easier to support; once access has begun, refund rights narrow sharply.

19. Complaints and Support

If you have a complaint or support issue relating to a digital download, please contact TPMG using the details above.

Please include as much detail as possible, including:

- order reference;
- product name;
- device or software being used;
- screenshots where relevant; and
- a short description of the issue.

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TPMG aims to assess complaints fairly and proportionately and to resolve genuine digital-content issues as quickly as reasonably possible.

Your uploaded e-commerce guidance notes also recommend a dedicated complaints-handling page or clearly accessible complaint route.

20. Changes to Digital Downloads

TPMG may make minor changes to digital downloads where reasonably necessary to:

- correct errors;
- improve formatting;
- reflect legal or regulatory changes;
- improve technical compatibility; or
- make non-material updates.

Where a change would materially affect the nature of the product already purchased, TPMG will act reasonably and in line with applicable law and product-specific commitments.

21. Changes to This Policy

TPMG may update this Policy from time to time to reflect changes in:

- law or regulation;
- website processes;
- digital delivery methods;
- support arrangements; or
- product structure.

The latest version will be published on the website with the updated effective date.

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22. Governing Law and Jurisdiction

This Policy and any dispute or claim arising from it shall be governed by the law of England and Wales.

If you are a consumer, you will also retain the benefit of any mandatory legal protections available to you under the law of your usual place of residence where applicable.

If you are a business customer, the courts of England and Wales shall have exclusive jurisdiction unless TPMG agrees otherwise in writing.

Your uploaded consumer digital-content terms use the same England and Wales governing-law structure, with preserved mandatory consumer rights.

23. Disclaimer

This Policy is intended to explain TPMG's general position on digital downloads, access, cancellation and refunds.

It does not remove or reduce any statutory rights that cannot lawfully be excluded, and it does not replace any specific product terms, checkout wording or separate contractual terms that apply to a particular purchase.