

# Terms & Conditions Agreement

Effective Date: November 2023 onwards.

Please read these Terms and Conditions ("Agreement") carefully before enrolling in any training program offered by Earth & Beauty. This Agreement sets forth the terms and conditions governing your participation in our training programs. By enrolling in our programs, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

# 1. Enrolment and Registration:

- a. To enrol in a training program, you must complete the designated registration process and provide accurate and complete information.
- b. Enrolment is subject to availability, and we reserve the right to accept or decline any enrolment at our discretion.

### 2. Payment and Fees:

- a. Payment for training programs is due according to the provided payment schedule.
- b. All fees and charges must be paid in full before the start of the program unless prior arrangements have been made.
- c. Overdue payments may incur additional charges or result in the cancellation of enrolment.

#### 3. Cancellations and Refunds:

- a. Notice of cancellation must be provided in writing to Earth & Beauty.
- b. Refunds and cancellation policies are outlined separately and are subject to the terms and conditions specified in the refund policy document.

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c. Refunds, if applicable, are processed in accordance with the refund policy and may be subject to administrative fees or deductions.

# 4. Program Content and Materials:

- a. The training program content, curriculum, materials, and resources provided by Earth & Beauty are proprietary and protected by copyright laws.
- b. Learners may not reproduce, distribute, or use the program materials for any purpose without prior written consent from Earth & Beauty.

# 5. Intellectual Property:

- a. All intellectual property rights, including copyrights, trademarks, and trade secrets, related to the training programs and materials belong to Earth & Beauty.
- b. Learners may not use or reproduce any of our intellectual property without prior written consent.

#### 6. Code of Conduct:

- a. Learners are expected to adhere to a professional code of conduct throughout their participation in the training program.
  - b. Respect for trainers, staff, fellow learners, and clients is mandatory.
- c. Any form of harassment, discrimination, or disruptive behaviour will not be tolerated.

### 7. Attendance and Participation:

- a. Learners are expected to attend all scheduled classes, workshops, practical sessions, and assessments as outlined in the program schedule.
- b. Active participation, engagement, and completion of assigned work and assessments are required for successful program completion.

# 8. Certification and Completion:

a. Successful program completion and certification are subject to meeting all program requirements, including attendance, participation, and achievement of passing grades in assessments.

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b. Earth & Beauty reserves the right to withhold certification if program requirements are not met.

## 9. Health and Safety:

- a. Learners are responsible for their own health and safety during the training program.
- b. It is the learner's responsibility to disclose any pre-existing medical conditions or allergies that may affect their participation in practical sessions.

# 10. Limitation of Liability:

- a. Earth & Beauty shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from or in connection with the training programs, materials, or services provided.
- b. Earth & Beauty assumes no responsibility for any loss, damage, or injury incurred during the training program.

#### 11. Modifications and Termination:

- a. Earth & Beauty reserves the right to modify, suspend, or terminate any training program, including changes to program content, schedule, trainers, or locations.
- b. In the event of program termination, Earth & Beauty will provide a refund based on the refund policy in effect at that time.

# 12. Governing Law and Jurisdiction:

- a. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.
- b. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive authority of the courts of United Kingdom.

# 13. Entire Agreement:

a. This Agreement constitutes the entire agreement between Earth & Beauty and the learner, superseding any prior agreements or understandings, whether written or oral.

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# 14. Severability:

a. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

### 15. Waiver:

a. The failure of Earth & Beauty to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it later.

By enrolling in a training program offered by Earth & Beauty, you acknowledge and agree to abide by these Terms and Conditions. If you do not agree with any provision of this Agreement, please do not enrol in our courses.