

## TERMS OF SERVICE

These terms and conditions are applicable to Courses, Workshops, Coaching and One-to-One or Private Sessions and either, attended by participants in person, or conducted online.

By purchasing our Products & Services you agree to the terms stated within this document and will be held legally responsible for fulfilling all terms.

### NOW IT IS AGREED AS FOLLOWS:

#### 1 DEFINITIONS

In this agreement the following expressions shall have the following meanings:

- 1.1 'Academy', 'School' or 'Us' shall mean, Cosmetic Science Academy;
- 1.2 'Customer' or 'Customers', 'Student' or 'Students' shall mean you, the person, or persons, who have purchased Products & Services from Cosmetic Science Academy;
- 1.3 'Course Tutor' or 'Tutor' shall mean those representatives of the Cosmetic Science Academy who deliver training, and support to groups or individuals, as part of the Products & Services;
- 1.4 'Products & Services' shall mean all (and any) consultations, courses or workshops (online or in-person, live or pre-recorded), provided by Cosmetic Science Academy;
- 1.5 'eCourse', 'Distance Learning', 'eLearning', 'online', 'Course', 'Correspondence Course' and 'Home-study Programme' are interchangeable and refer to any of our courses that you study at home and not in a physical property or venue with us present.
- 1.6 'Workshop', 'Workshops' or 'Class', 'Classes' refers to any of our face-to-face study programmes held at a physical property or venue with us present (unless it is being offered as an online option).
- 1.7 'Course Enrolment' shall mean the date upon which the Customer is sent, or granted access to, the Course;
- 1.8 'Online Classroom' refers to the online resource library that you, the Student, can login to access your course materials and lessons;
- 1.9 'Course Description' refers to the information about the Products & Services provided by the Client which can be found on the relevant page, or pages, on the Cosmetic Science Academy website and/or in the Course FAQ or Handbook;
- 1.10 'Intellectual Property' shall mean all patents, copyright, trademarks, logos, registered and unregistered designs, know-how and all other forms of intellectual property wherever in the world enforceable;

## **2 GENERAL**

2.1 These Terms and Conditions shall apply to all contracts for the supply of Products & Services by Cosmetic Science Academy to its Students.

2.2 All of our Course Materials, Tutor Materials and Coaching Materials are provided in English.

2.3 We reserve the right to change these terms and conditions at any time.

## **3 ENROLMENT, PAYMENT, CANCELLATION & REFUND**

3.1 Enrolment is not considered complete until payment has been made (either deposit for instalments or full payment) and has cleared.

3.2 If you subscribe to a payment plan you agree to pay the remaining instalments on their due date until the Course has been paid in full. This applies even if you decide to cancel your booking or withdraw from the course. If you subscribe to a payment plan and fail to pay your instalments on the dates agreed, your access to the Course will be temporarily cancelled without a refund until the payment has been received.

3.4 Payments are accepted through PayPal and Stripe. We do not accept payments by cash, cheque, credit or debit card or bank transfer. Please note, if you do not have a PayPal account you can still make your purchase with PayPal by using your credit or debit card which is an acceptable form of payment.

3.5 Your statutory right under the Consumer Act allows you fourteen (14) calendar days from the date of purchase in which to make a written request for cancellation.

3.5.1 The cancellation period will expire after 14 calendar days from the date of purchase, unless you have already completed your Course Enrolment or received access (login) details to your Course. Once you have completed your Course Enrolment or once you have been given access (login) details, your right to cancel and receive a refund is removed;

3.5.2 By purchasing a Course from us you are giving your explicit consent to receive the Course access (login) details within one working day. This therefore means you waive your right to the 14 day cancellation period;

3.5.3 The fourteen (14) calendar day cancellation period does not apply for instant digital downloads. By purchasing an instant digital download, you waive the right to cancel and claim a refund;

3.5.4 To exercise the right to cancel, you must inform Cosmetic Science Academy of your decision to cancel this contract by a clear statement in an e-mail before you have completed your Course Enrolment or received your log in details and within the fourteen (14) calendar day cancellation period, in accordance with 3.5.1, 3.5.2 and 3.5.3;

3.5.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired, in accordance with clauses 3.5.1, 3.5.2, 3.5.3 and 3.5.4.

- 3.6 Upon cancelling this contract in accordance with clause 3.5, we will reimburse to you all payments received from you for this particular purchase. We will make the reimbursement without undue delay, and not later than fourteen (14) days after the date upon which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction.
- 3.7 Refunds cannot be given once payment has been made, in part or in full, except where clause 3.5 applies. This applies to deposits or instalments paid as well as full Course payments. Refunds are not awarded to students who failed the Course they were enrolled on.
- 3.8.1 We are unable to transfer your place to another date or Course;
- 3.8.2 If extreme weather conditions prevent you from attending an in-person Workshop or Class you will, at our discretion, be offered a place on the next available Workshop or Class as a substitute.

#### **4 COPYRIGHT AND INTELLECTUAL PROPERTY**

- 4.1 All Materials are copyright of Cosmetic Science Academy. The ownership of the Intellectual Property belongs to Cosmetic Science Academy. All Rights Reserved. They are for personal use only and may not be reproduced, distributed or archived in whole or in part. You are not permitted to share, sell, publish, copy or otherwise distribute our Intellectual Property to any third parties or use our Intellectual Property for commercial purposes.

#### **5 LIABILITY AND INDEMNIFICATION**

- 5.1 In no event shall the School be liable to the Student in respect of losses suffered or incurred by it, including, but not limited to loss of business, loss of opportunity, loss of profits, or any other indirect or consequential loss or damage whatsoever, arising, directly or indirectly, from connection with the School. This shall apply even where such a loss was reasonably foreseeable or Cosmetic Science Academy had been made aware of the possibility of the Student incurring such a loss.
- 5.2 The Student shall be liable for any loss, damage, injury or death caused to any party or parties resulting from its negligent acts or omissions. The Student shall indemnify (and keep indemnified) the School against all and any claims, costs, losses, expenses, damage, injury or death suffered by the Customer and/or any other party, or parties, in relation to such negligent acts or omissions, arising, directly or indirectly, from (but not limited to) the actions of the Student, or from the Student's involvement with the School, or from any breach of any of the Student's obligations under this Agreement.
- 5.3 If, for whatever reason, any liability shall be found to attach to Cosmetic Science Academy, any damages or other sums payable, shall be limited to the amount of any fees already paid to Cosmetic Science Academy by the Customer as at the date such liability arises.

- 5.4 All other liability, not expressly assumed within this agreement, is excluded.
- 5.5 The Client and Customer hereby agree that the limitations and exclusions of liability set out in this agreement are reasonable.

## **6 EQUALITY & DIVERSITY POLICY**

- 6.1 We have a strict Equality & Diversity Policy for enrolment and never discriminate against students on the basis of gender, ethnic origin, race, religion, age, disability or sexual preference.
- 6.2 Bullying or harassment is not permitted, and such behavior will result in suspension from Cosmetic Science Academy courses and failure of a Course.

## **7 COURSE CONTENT**

- 7.1 We reserve the right to make changes to the advertised Course Material at any time.
- 7.2 Cosmetic Science Academy has taken all reasonable care in sourcing and presenting accurate information during the Course but does not warrant that the Materials will be error free and no responsibility is accepted for any inaccuracies or mistakes in the information, or loss or damage that may result from its use.
- 7.3 A Course may have an end date or limited timeframe in which you are granted access. Where this applies, this will be made clear in the Course Description and you acknowledge that it is your responsibility to complete your Course within this time.
- 7.4 A Course may have a deadline for submitting coursework, assignments, tests and quizzes. Where this applies, this will be made clear in the Course Description and you acknowledge that it is your responsibility to submit your coursework, assignments, tests and quizzes before this deadline. If you submit your coursework, assignments, tests or quizzes after the deadline an administration fee will apply.
- 7.5 Cosmetic Science Academy aims to provide uninterrupted access to Course Materials for the duration of the Course. You acknowledge that occasionally technical difficulties may interrupt services or Course access. Cosmetic Science Academy will use best endeavors to resolve technical difficulties and resume normal service as soon as is possible.

## **8 STUDENT SUPPORT SERVICES**

- 8.1 Students who have purchased Products & Services that include support will have access to a private Facebook group during the learning period of the course. The aim of the group is to provide an interactive learning space and peer support.

- 82 Personalized or One-on-One Tutor support is not included with the On-line Courses, unless otherwise specified. Please do not abuse the Facebook group by tagging Cosmetic Science Academy Tutors with direct questions unless you have been given communication guidelines that confirm it is acceptable to do so.
- 83 Technical support arising from issues with our website, email, downloads or videos and related matters is unlimited. You should email [moira@cosmeticscienceacademy.com](mailto:moira@cosmeticscienceacademy.com) with any technical issues.

## 9 CODE OF CONDUCT

- 9.1 This code of conduct is part of the general terms and conditions that you accept when you enrol.
- 9.2 You agree to conduct yourself in a professional, respectful and responsible manner when using the student forum in any social media associated with Cosmetic Science Academy.
- 9.3 Students agree to behave in a professional, respectful and responsible manner during the Course. Cosmetic Science Academy reserves the right to remove you from the course without refund if your behavior is not professional, respectful and responsible.
- 9.4 You agree to use the given channels of communication for Student support as outlined in the course Description and in these terms and conditions.
- 9.5 You agree to keep your login details safe and not to share, sell or otherwise distribute them or any Course content to any third party, or parties.

## 10 TERMINATION

- 10.1 Cosmetic Science Academy reserves the right to terminate this learning Agreement with students who act inappropriately or otherwise bully, harass and cause offence to other students.
- 10.2 Cosmetic Science Academy shall be entitled, after the expiry of a Default Notice served on the customer, to terminate this agreement with immediate effect and without liability, if the Customer:
- (a) fails to pay any amount due under this agreement; or
  - (b) is in breach of any terms and conditions, express or implied, of this Agreement; or
  - (c) is found to have provided information that proves to be incomplete or inaccurate.
- 10.3 This Agreement shall automatically terminate forthwith in the event that:
- 10.3.1 the Client passes a resolution or has an Order made for its winding-up other than for the purpose of re-construction or amalgamation; or
  - 10.3.2 a receiver or administrative receiver is appointed over all or any of the property or assets of the client; or

- 10.3.3 an application is made for the appointment of an administrator (as defined in the Insolvency Act 1986) of the Client; or
- 10.3.4 the Client becomes unable to pay its debts within the meaning of Section 123 (2) of the Insolvency Act 1986.
- 10.3.5 If you fail to complete the course within the allotted timescale, you will be deemed to have failed the course and termination will be the end result [except where Extenuating Circumstances have been granted in accordance with clause 11]

## **11 DISCRETIONARY EXTENSION / EXTENUATING CIRCUMSTANCES**

- 11.1 If a course has a fixed end date, and due to unforeseen circumstances, you need to break your studies and therefore extend the timescale of the course and learning period, you **MUST** apply by email and ask to receive extenuating circumstances. An email notification granting the extension will be sent should you be successful. However, if no notice is forthcoming then you will receive an email explaining why the extension has not been granted. If the study extension has not been granted and the original end date of the course and support remains.

## **12 LAW AND JURISDICTION**

- 12.1 This Agreement and disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with New Zealand Law.
- 12.2 The parties irrevocably agree that the New Zealand courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).