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LearnIt Cambridge Terms and Conditions For Language Courses

Definitions and Interpretations

Client: The individual or organisation registering for a Course and making payment to LearnIt Cambridge. A Client, when an individual, must be over 18 years of age.

Course: A structured series of Lessons with specific objectives determined by LearnIt Cambridge.

Course Fee: The total amount charged for participation in a Course, payable before enrolment.

Course Lesson: A scheduled teaching session as part of a Course. Course Lessons will take place as planned, regardless of individual attendance.

Late: A Learner or Tutor is considered Late if they arrive within 15 minutes after the scheduled start time of the Lesson. For online Lessons, this includes IT-related delays.

Learner: The individual attending the Course (who may or may not be the Client).

Learnit Cambridge: The provider of Courses through its Director or collaborating Tutors.

No-Show: A Learner who fails to attend a scheduled Lesson. No refunds or rescheduling apply to missed Lessons.

Tutor: The instructor delivering Course Lessons. If a Tutor is unavailable, a substitute Tutor may be appointed.

Course Schedule and Attendance

- Courses follow a fixed schedule determined before the start date.
- Learners must attend Lessons at the scheduled time.
- If a Learner misses a Lesson, they cannot claim a refund, reschedule, or receive credit for future Courses.

• If LearnIt Cambridge cancels a Lesson, a rescheduled Lesson or a refund will be provided (see Cancellation and Refund Policy).

Course Fees and Payment

- A £50 deposit is required to reserve a place on the Course. By paying the deposit, the Client confirms that they have read and agreed to these Terms and Conditions.
- To secure any promotional pricing, the deposit must be paid before the end of the promotional period.
- The Course will be confirmed 14 days before the start date if enough participants have enrolled.
- If the Course is not confirmed, Clients will receive a full refund of their deposit.
- If the Course is confirmed, Clients must pay the remaining Course Fee before the start date to secure their place.
- Failure to pay the remaining Course Fee by the deadline will result in loss of the reserved place, and the deposit will be non-refundable.
- Clients booking within 14 days of the Course start date must pay the full Course Fee upfront.

Cancellation and Refund Policy

a) Cooling-Off Period (Consumer Rights Act 2015)

- Clients have the right to cancel within 14 days from the date of payment (whether for the deposit or the full fee) and receive a full refund.
- If the Course starts within this period and the Client has attended one or more Lessons, a pro-rata refund may be issued for unused Lessons.
- After the 14-day Cooling-Off Period, refunds are only available under the conditions outlined below.

b) Cancellations by the Client (After Cooling-Off Period)

- Cancellations made after the 14-day Cooling-Off Period are non-refundable.
- If a Learner withdraws after the Cooling-Off Period, payments made by the Client are non-refundable unless their spot is filled by another student.
- If the spot is filled, the Client will receive a refund minus the £50 deposit.
- Missed Lessons will not be refunded, rescheduled, or credited towards future Courses.

c) Cancellations by LearnIt Cambridge

- If LearnIt Cambridge cancels a Lesson, Clients may choose:
 - o A rescheduled Lesson, OR
 - o A pro-rata refund for the missed Lesson.
- If LearnIt Cambridge cancels an entire Course, Clients will receive a full refund.

Lateness

- If one or more Learners are Late, the Tutor is under no obligation to extend the Lesson or reschedule missed time. No refunds or partial refunds will be given.
- If a Tutor is Late, the Learners may:
 - 1. Extend the Lesson to make up for lost time.
 - 2. Arrange to make up lost time at a later date.
 - 3. Request a pro-rata refund for lost time.

No-Shows

- If one or more Learners are a No-Show, the Lesson Fee is non-refundable and the Lesson will not be rescheduled.
- If the Tutor is a No-Show, the Client(s) may:
 - 1. Reschedule the Lesson at no extra charge.
 - 2. Request a full refund of the Lesson Fee.

Force Majeure and Exceptional Cases

- LearnIt Cambridge may consider full refunds in exceptional cases, including:
 - o Force Majeure Events (e.g., natural disasters, severe illness, political crises).
 - o Compassionate grounds (e.g., bereavement, medical emergencies).
- Force Majeure is defined under the International Chamber of Commerce, meaning the event must be:
 - 1. Beyond the Client's reasonable control.
 - 2. Unforeseeable at the time of signing the contract.
 - 3. Unavoidable despite reasonable efforts.
- LearnIt Cambridge reserves the right to determine whether an event qualifies under Force Majeure.

Bank Holidays and School Half-Terms

- Courses will not run on UK bank/public holidays or Cambridgeshire school half-term breaks, unless explicitly stated.
- UK bank holidays: gov.uk/bank-holidays
- Cambridgeshire school terms: <u>cambridgeshire.gov.uk/school-term-dates-closures</u>

Limitation of Liability

- LearnIt Cambridge is not responsible for:
 - o Any loss of income, travel costs, or inconvenience due to Course changes.
 - Any technical issues affecting online Lessons beyond LearnIt Cambridge's control.
- Clients are responsible for ensuring they meet any necessary technical requirements (e.g., internet connection for online Lessons).

Confidentiality and Data Protection

• LearnIt Cambridge complies with the UK GDPR and, where applicable, EU GDPR,

- ensuring that personal data is processed lawfully, fairly, and transparently.
- Personal data is stored securely and used solely for tuition-related purposes, including lesson scheduling, student progress tracking, and administrative tasks.
- Personal data is not shared with third parties except when necessary for lesson delivery (e.g., tutors) or administrative purposes (e.g., payment processing), in compliance with GDPR requirements.
- Further details can be found in the attached Data Retention Policy.

Changes to Terms and Conditions

- LearnIt Cambridge reserves the right to update these Terms and Conditions as reasonably necessary.
- Clients will be notified via email of any updates, with at least 7 days' notice before changes take effect.
- Clients must review and acknowledge updated documents before their next scheduled Course or within 7 days of notification, whichever is later.

If you have any questions or concerns regarding the above, you may contact the Director of LearnIt Cambridge, Dr. Daniele Pio Buenza, by phone at +44 7833 728553 or via email at school@learnitcambridge.co.uk.

Agreement to Terms and Conditions

a) For Clients Purchasing Online

By proceeding with the purchase of a course, Clients confirm that they have read and agree to the LearnIt Cambridge Terms and Conditions for Language Courses.

Acceptance of these terms is required to complete registration.

b) For Clients Paying via Bank Transfer or Other Methods

I, the Client, have read the "Terms and Conditions for One-to-One Language Tutoring" and agree to abide by all terms outlined above:

| CLIENT INFORMATION | |
|--------------------------|--|
| Full Name (Print): | |
| Signature: | |
| Date: | |
| DIRECTOR'S APPROVAL | |
| Director's Name (Print): | |
| Signature: | |
| Date: | |