

# Wedding Academy

## GENERAL TERMS & CONDITIONS (COURSES)

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before purchasing a course or product from The Wedding Academy website (the "Service") operated by Academy of Wedding and Event Planning Limited ("us", "we", "our", "TWA" or "Company").

These are the general terms of use of The Wedding Academy and if you do not accept these terms you should not use our site or enrol for training purposes.

From time to time it may be necessary for us to review these terms, so it is recommended that you check this page regularly. Once changes have been made, they will be posted on the website and continued use of the site or training materials constitutes acceptance.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

### Accepting this Agreement

You will have accepted this Agreement by:

- a) completing the Enrolment Form; or
- b) clicking "Accept" on the Online Enrolment Form on [www.weddingacademyglobal.com](http://www.weddingacademyglobal.com)

In the case of (b) above, by clicking "Accept" you acknowledge that TWA will capture your IP address as verification of your acceptance of this Agreement.

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The date you complete this Agreement or click "Accept" is the Agreement Date.

By accepting this Agreement, you:

- a) agree to comply with the TWA Student Policies and Procedures as published on the TWA website (see [www.weddingacademyglobal.com](http://www.weddingacademyglobal.com)); and
- b) confirm that all information provided to TWA at the time of enrolment was accurate and complete, including anything that may impact on your ability to complete the course (such as a disability) ; and
- c) agree to pay all requisite fees associated with your course, if applicable

You acknowledge that:

you will require access to a computer, tablet, or other internet enabled device and internet access for the duration of the course; and

It is your responsibility to inform TWA in writing within seven (7) days of any corrections or changes to your personal details including name, residential or postal address, email address, phone numbers, payment options and banking details.

## **Purchases**

You are encouraged to familiarise yourself with your rights contained within the Sale of Goods Act 1979, Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999.

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including your credit card number, the expiration date of your

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credit card, your billing address, and your shipping information. Rest assured none of your personal or payment details will be shared with any third party – please see Privacy Policy for further information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that we, the company, is not responsible for any loss or damage arising from the submission of false or inaccurate information.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to product or service availability, errors in the description or price of the product or service, error in your order or other reasons. You expressly agree that the company cannot accept any liability for loss or damage arising out of such cancellation.

We reserve the right to refuse or cancel your order if fraud, an unauthorised or illegal transaction is suspected or default of payment on instalment options.

## **Instalment options**

Students enrolled on a course and paying monthly agree that the monthly fee will be automatically debited from the credit or debit card designated when enrolling on a course. All instalment options for courses are shown on the program page and students agree to pay these fees when enrolling on a course. You must ensure that funds are in your account ready for collection on the correct day of the month which is automatically scheduled as the same date of enrolment (payments are debited in consecutive months).

When paying by instalments, all students are subject to the same cancellation policy of 14 days as those that pay in full. Once this 14-day period has passed, the instalments which are set up cannot be cancelled and students are liable to

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continue with payments. Under no circumstances can instalments be cancelled after the 14-day cancellation period has passed.

Should a student be paying for a course through instalments, certification is not requested or issued until the student has paid all of the monthly fees. If a student wishes to pay off the remainder of the instalments to get their certification then this can be done by contacting the Administration Department via e-mail, [admin@weddingacademyglobal.com](mailto:admin@weddingacademyglobal.com)

Should any instalment payment fail and remain unpaid after 14 days of the agreed date of collection then the remainder of instalments will become immediately payable. Should funds remain unpaid, after 30 consecutive days from the initial failed monthly instalment, The Wedding Academy have the right to instruct external agencies to collect these fees from students. In this case 10% will be added to the remaining balance outstanding to cover administration and collections fees.

## **Course Duration and Extensions**

The following courses have no expiry date (providing TWA continues to trade): Wedding Business Launchpad; Wedding Planning Stream; Wedding Styling Stream; Floral Design Stream; Business Stream; Marketing Stream; Styled Shoots 101; Wedding CEO School.

In the event that any course other than those listed above may have expired, TWA may offer course extensions at its discretion.

## **Refunds**

All of our training materials come with a 14-day money back guarantee. A request should be made within 14 days of enrolment to The Wedding Academy

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office, using the following e-mail address -admin@weddingacademyglobal.com at which point we will refund the course fees minus an administration charge of £20. Should this 14-day period have expired we, the company, have no obligation to return any monies paid for course materials or cancel any instalment packages.

Should a student have accessed mentor support, had any certification projects marked or accessed over 25% of the online materials provided then a refund is not available, and TWA reserves the right to refuse a refund in this case, even within the 14-day refund period.

In the event that a course enrolment has expired, no refund will be given (either partial or in full).

## **Availability, Errors and Inaccuracies**

We are constantly updating our offerings of products and services on our site. The products or services available on our site may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the site and in our advertising on other web sites. You expressly agree that any such offer of a product or service does not constitute a legal offer capable of attracting legal consequences.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Section "Availability, Errors and Inaccuracies" is without prejudice to existing statutory rights.

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## **Delivery**

When paying for course materials in full customers will receive log in details to access their training materials within 60 minutes after purchase. The Company confirms that should any updates on course materials be necessary, these will of the same high standard as the original course material.

Within 48 hours of accessing course materials, any deficiencies or inaccuracies should be reported to the Company immediately. Complaints involving inaccuracies will not be accepted after this time.

## **Courses**

It is the responsibility of the customer to be compliant with any course entry requirements. It is imperative that customers understand the requirement to have a command of the English language and academic proficiency necessary to pass the course (this includes having adequate computer skills, including use of the internet; e-mail; and use of programmes such Word & PowerPoint). Should a customer not be deemed of sufficient standard to meet the necessary criteria, the Company accepts no liability for failure of the course. The Companies decision on customer assessment is final.

Included within the cost of the course is access to mentor support, via the Comments feature within the online campus and the student Facebook group. We aim to respond to all queries within a reasonable time frame. In the event that you query is not answered, please contact the Admin Team [admin@weddingacademyglobal.com](mailto:admin@weddingacademyglobal.com)

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

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You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of the Company. The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company. Any copying of course materials or adaptation is strictly prohibited without prior permission of the Company.

## **Links to Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be

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caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **Termination**

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Likewise, in the unlikely event that the Company breached the Terms, then the Customer has the right to terminate the account and request a refund.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Indemnification**

You agree to defend, indemnify and hold harmless the Company and their employees, assessors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

## **Limitation of Liability**

In no event shall the Company, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use,



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goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

The Company its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

## **Severance**

Should a court of Law or authority with jurisdiction, find any parts of this Agreement to be invalid, illegal or unenforceable, then this section or sections to the extent required is deemed not to form part of the said Agreement. Should this occur, the validity of the remaining parts of the Agreement shall not be affected.

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In the case that a section or sections of the Agreement are found to be invalid, illegal or unenforceable the provision shall apply with any modification the Company deems necessary to ensure that it is valid, legal and enforceable.

## **Exclusions**

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will the Company ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by the Company or any person for whom the Company is responsible, and even if the Company has been advised of the possibility of such loss or damage being incurred.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

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The Company reserve the right to change Awarding Bodies during the period of enrolment, should this be necessary. In this case, certification at the same level as the one described when you purchased the course will be received by Customers.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 15 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the Company's sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the service.

## **Privacy Policy and Cookie Policy**

Please refer to our Privacy Policy and Cookies Policy. You agree that they constitute part of these terms. You must read our Privacy Policy and Cookies Policy before you use the Service.

## **Contact Us**

If you have any questions about these Terms, please contact us.