

THE ASPIRE ACADEMY & TUITION

TERMS AND CONDITIONS

Please read all these terms and conditions.

- As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on **02037849044**.
 - Application:** These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you).
 - We are **THE ASPIRE ACADEMY & TUITION LTD** a company registered in England and Wales under number 10114131 whose registered office is at 13 Drayton Green Road, West Ealing, London, W13 0NG with telephone number **02037849044** (the Supplier or us or we).
 - These are the terms on which we provide all Services to you. By requesting or booking any of the Services, you agree to be bound by these Terms and Conditions.
- ### Interpretation
- Client means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
 - Contract** means the legally-binding agreement between you and us for the supply of the Services;
 - Delivery Location** means the provider's premises or other location where the Services are to be provided, as set out in the Order;
 - Classes/Sessions/Lessons** means the service that we provide to you with the number and description as set out in the Order;
 - Bookings** means the Client's order for the lesson/classes/sessions or instruction from the provider as set out overleaf;
 - Services** means the classes/ lessons/ sessions/ instructions, including any other provision, of the number and description set out in the Order.
 - Services:** The description of the Services and any classes/sessions/lessons/instruction/advice is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in time or delivery of any services provided.
 - In the case of Services and any classes/ lessons/ sessions/instructions made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
 - All Services are subject to availability.
 - We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.
 - Clients responsibilities:** You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any information as required, provide us with all information required to perform the Services and obtain any necessary permission and consents (unless otherwise agreed).
 - Failure to comply with the above is a default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.
 - Basis of Provisions and bookings:** The description of the Services and any provisions in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to provide the Services or lessons.
 - When a booking has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
 - A Contract will be formed for the provision of lessons/classes/sessions or instructions, only upon the completion of the necessary enrolment form as written acceptance of the booking.
 - Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days Quotation period days from its date, unless we expressly withdraw it at an earlier time.
 - No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Client and the Provider in writing.
 - We intend that these Terms and Conditions apply only to a Contract entered into by you as a Client where we, the Provider and you the Client, enter the Contract at any of the Provider's business premises, and where the Contract is not a contract (i) for which an offer was made by the Client in the Provider's and the Client's simultaneous physical presence away from those premises, or (ii) made immediately after the Client was personally and individually addressed in the Provider's and the Client's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, e.g. by giving cancellation rights pursuant to consumer protection law. Business premises means immovable educational premises where we carry on business on a permanent basis or, in the case of movable educational premises, on a usual basis.
 - Fees and Payment:** The fees (Fees) for the Services, the price of any classes/ lessons/ sessions/instructions (if not included in the

- Fees) and any additional delivery or other charges is that set out in our price list current at the date of the Booking or such other price as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
- Fees and charges include VAT at the rate applicable at the time of the Booking.
 - Payment for Services must be made 7 days of invoice. You must pay in cash or by submitting your credit or debit card details with your Booking and we can take payment immediately or on the due date.
 - Delivery: We will deliver the Services, including any Provision, at the Location by the time or within the agreed period or, failing any agreement:
 - in the case of Services, within a reasonable time; and
 - in the case of classes/ sessions/ lessons/ instructions, without undue delay and, in any event, not more than 30 calendar days from the day on which the Contract is entered into.
 - In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to half the amount of the Fees or charges.
 - In any case, regardless of events beyond our control, if we do not deliver the classes/ sessions/ lessons/instructions on time, you can (in addition to any other remedies) treat the Contract at an end if:
 - we have refused to provide the classes/ sessions/ lessons/instructions, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
 - after we have failed to deliver on time, you have specified an alternative time or period which is appropriate to the circumstances and we have not delivered within that period.
 - If you treat the Contract at an end, we will (in addition to other remedies) promptly return a portion of payments made under the Contract.
 - If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the classes/ sessions/ lessons/instructions for any classes/sessions/lessons/instructions or rejecting a classes/sessions/lessons/instructions that have been delivered and, if you do this, we will (in addition to other remedies) without delay return an appropriate portion of your payments made under the Contract for any such cancelled or rejected classes/sessions/lessons/instructions. If the classes/sessions/lessons/instructions have been delivered.
 - You agree we may deliver our programme in instalments, but should we suffer shortage of staff or providing personal or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
 - If you fail, through no fault of ours, to take up your booking or our provision of the Services at our centre location, we may reschedule our programme at no additional cost to yourself.
 - Attendance will become your responsibility from the completion of the booking and payment in part or whole. You must, if reasonably practicable, examine the booking contract and its terms, before accepting our offer.

Risk and Title

Risk of incompleteness of, any part or parts of the programme will pass to you when the booking is accepted by you.

- You do not own any aspect of the programme (including business plans, ideas or designs) until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any aspect of the programme and end any right to use the products or services still owned by you, in which case you must return them or allow us to collect them, until payment is satisfied fully.

Withdrawal and cancellation

You can withdraw the booking by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

- You can cancel the enrolment contract or booking except for any sessions/classes/lessons or instructions which are made to your special requirements by telling us no later than 14 days Cancellation Deadline (or calendar days) from the day the enrolment contract was entered into. If you simply wish to change your mind and without giving us a reason, and without liability, except in that case, you must return to any of our business premises materials, unused at your own expense. Then we must without delay refund to you the price for those aspects of the programme, unused, which have been paid for in advance, but we can retain any separate usage charge. This does not affect your rights when the reason for the cancellation is as regards the Services or the programme.

Conformity

- We have a legal duty to provide the programme/classes/lessons or instructions in conformity with the booking and Contract, and will not have conformed if it does not meet the following obligation.
 - Upon provision, the class/ lesson/ session/ programme will:
 - be of satisfactory quality and relevance to the booking;
 - be reasonably fit for the particular purpose for which you made the booking, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and conform to its description.
 - It is not a failure to conform if the failure has its origin in your mode of attendance and study skills.
 - We will provide the Services with professional skill and care.
 - We will provide the following after-sales service: The Aspire Academy & Tuition Ltd will support learners in ways designed to advance teaching and learning throughout the programme.
 - In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).
- ### Duration, termination and suspension
- The Contract continues as long as it takes us to perform the Services.
 - Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
 - commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be corrected or is not corrected within 30 days of the written notice; or
 - is subject to any step towards its bankruptcy or liquidation.
 - On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Successors and our sub-contractors

- Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Aspire Academy & Tuition will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

- In the event of any failure by a party because of something beyond its reasonable control:
 - the party will advise the other party as soon as reasonably practicable; and
 - the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Client's above rights relating to delivery and the right to cancel below.

Excluding liability

- We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the booking and Contract was made, or (ii) loss (e.g. loss of profit) to you, your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not enrolling for the Services and provision of classes/lesson/sessions/programme or instruction wholly or mainly for you, your business, trade, craft or profession.

Governing law, jurisdiction and complaints

- The Contract (including any non-contractual matters) is governed by the law of England and Wales.
- Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Client lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs clients should contact us to find a solution. We will aim to respond to an appropriate solution within 5 days.
- We aim to follow these codes of conduct, copies of which you can obtain from our website www.aspire2pass.com. Or by writing to us at correspondence address provided herein.