

**1. Definitions**

In these Conditions the following expressions shall have the following meanings:

- “Lafhab” or “Leeds Academy For Hairdressing & Barbering” or shall mean LAFHAB Leeds Ltd.
- The “Client” means the person, company or other legal entity identified as providing a request to Lafhab to supply Services.
- “Services” means the training or other services to be provided by Lafhab to the Client under the terms of the contract and “Services” shall be construed accordingly.
- “Confirmation Date” means the date when all the following apply:
  - A deposit is made by the Client to Lafhab
  - Lafhab has confirmed to the Client that the course or other services requested are available
  - In the event that the Client has paid a deposit, Lafhab has set out to the Client a payment plan for the balance of fees.
- “Contract” means the contract between Lafhab and the Client under which the Training or Services are to be supplied by Lafhab to the Client
- “Training Provider” means the company delivering a course when this is not Lafhab
- “Working Day” means every day of the week apart from Saturday, Sunday and statutory holidays. “Month” means a calendar month. “Week” means seven consecutive days.
- “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.

**2. Prices**

2a. The price payable for the Services or Training shall be the list price of Lafhab at the Confirmation Date unless otherwise stated.

2b. The price does not include training materials or other related items related to the Services unless explicitly stated.

**3. Terms of Payment**

3a. Where the Services relate to the provision of a training course, payment can be made by cheque (payable in full only, to be received not less than 25 days prior to course commencement), cash or debit/credit card daily/weekly as agreed, in all cases payments must be made in advance of training at all times.

3b. Irrespective of the frequency of the Learner’s attendance, all course fees must be paid in full within 12 months from the date of course commencement.

3c. Lafhab is entitled to charge interest at 3% per Month or part thereof on all overdue payments.

**4. Training Courses**

4a. Lafhab provides training in conjunction with, and on behalf of, other Government-approved Training Providers. To the best knowledge of Lafhab, these Training Providers are suitably qualified and accredited to deliver the training courses offered.

4b. The contents of course schedules are intended for general guidance only, and do not form any part of a contract. Lafhab reserves the right to make any reasonable variations to training, including the content and location of the courses or sessions, without prior notice.

4c. The indication of course availability and location shown on the Lafhab website is for general guidance only, and does not form any part of a contract. You should contact Lafhab directly before making any travel or accommodation arrangements as Lafhab will not be liable for any action that you may take in reliance on the information.

4d. It is the responsibility of the Client to ensure that he/she meets the stated prerequisites of the course on which they are booked, and that the course content meets their requirements.

4e. The courses provided will have a stipulated period of time in which the Client must complete their course, should the client not complete their course within the specified period then additional charges will apply, in most circumstances this will be the standard ‘daily fee’ which is normally paid by Client who pay daily.

4e. Lafhab will perform the Services with reasonable skill and care. Any other conditions or warranties whether expressed or implied as to the quality of the Services are hereby excluded.

4f. Unless otherwise indicated, all courses are delivered only in English and all delegates must be sufficiently proficient in English language before attending a course.

4g. Lafhab and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

#### **5. Cancellations, Terminations and Refunds with respect to Training Courses**

5a. Lafhab reserves the right to cancel or arrange an alternative date for a course. In such circumstances Lafhab will endeavour to provide notice of cancellation or change to the Client. In the event of permanent cancellation the Client will be entitled to a partial refund of the course fee but Lafhab shall not be liable for any other loss or expense arising.

5b. In the event that the Client wishes to leave the course prior to completion for any reasons that are connected to the course, the Client must follow Lafhab's Complaints & Grievances procedures.

5c. Lafhab reserve the right to terminate a Client's training, with immediate effect, in the event of any of the following:

- Breach of Equality & Diversity policy
- Dealing drugs on Academy premises or in the immediate area of the Academy
- Fighting or violent behaviour, or threat of violence, directed at Academy staff or other students
- Bullying or intimidating behaviour towards Staff or other students
- Proven theft
- Serious and deliberate breaking of Health and Safety rules which put other students and Academy property in danger

5d. The Client may cancel the course by notifying Lafhab in writing (including email) as soon as reasonably practicable, but within 14 days of the course commencement date (a 'cooling off' period), any refund provided will be at the discretion of the Centre Manager from any amount paid deductions covering the cost of lessons received, administration fees, registration fees, and other reasonable administration costs. Outside of the 14 days period no refund will be provided under any circumstances.

5e. In the event that the Client decides, for any reason, not to continue with their chosen course, the Client will not be eligible for a refund of any fees paid, irrespective of the amount paid or the reasons for not continuing. LAFHAB will in this instance hold the Client's course open, while the Client's registered course remains valid, for the Client to return at a later date.

5f. The Client may also be deemed to have cancelled the course if the Client does not attend the course for an extended period of time without notification to Lafhab.

5g. The Client agrees to pay the stipulated and agreed course fee irrespective of their attendance, and even if absent or deemed to have left, and that Lafhab reserves the right to pursue fees by any methods deemed required or appropriate, including but not limited to debt collection and/or legal action.

#### **6. Liability**

6a. Lafhab' total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.

6b. Lafhab shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

#### **7. Force Majeure**

7a. Lafhab shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government/state or Local Authority, war, civil commotion, insurrection, embargo, sickness or other cause beyond its reasonable control.

7b. If Lafhab is unable to perform its duties and obligations under this contract as a direct result of one or more such causes Lafhab shall give written notice to the Client of such inability stating the cause in question.

#### **8. Data Protection and Confidentiality**

8a. Lafhab is registered with the Information Commissioners Office. The policy of Lafhab with respect to data protection is available upon request which should be read in conjunction with these terms and conditions of contract.

8b. Where Services are certified training courses, the Client consents to allow Lafhab full access to examination results arising from current or previous courses. This information will be used in accordance with the requirements of relevant data protection legislation. This data will only be used to evaluate effectiveness of training and to assist Lafhab in providing advice to its clients.

8c. All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it Lafhab, its Training Provider or others.

8d. Where Services are distance learning products then the Client shall abide by all reasonable terms of any licence agreement applicable.

8e. Intellectual Property which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of Lafhab. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.

8f. Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify Lafhab against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.

## **9. General**

9a. The Contract shall only become effective at the Confirmation Date.

9b. Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by Lafhab or its Training Providers shall be subject to correction without any liability on the part of Lafhab.

9c. No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of Lafhab.

9d. Lafhab may assign or sub-contract the whole or any part of the Contract to any person, firm or company.

9e. These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

9f. During the term of the Contract and for a period of 12 months thereafter, the Client shall not directly or indirectly employ, or solicit for employment, any employees of Lafhab or its Training Providers.

9g. The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

9h. These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.