

## **Our terms**

### **1. These terms**

- 1.1 What these terms cover. These are the terms and conditions on which we supply our courses.
- 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### **2. Information about us and how to contact us**

- 2.1 Who we are. We are Neon Fish Academy a sole trader established in England and Wales. Our registered office is at Warlies Park House, Horseshoe Hill, Upshire, EN9 3SL.
- 2.2 How to contact us. You can contact us by writing to us by email at [neonfishacademy@gmail.com](mailto:neonfishacademy@gmail.com)
- 2.3 How we may contact you. If we have to contact you we will do so by email, text message or via social media at the email address, telephone number, social media account or postal address you provided to us in your order or enquiry.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

- 3.1 How we will accept your order. Our acceptance of your order will take place when we receive the booking fees or deposit for your course, at which point a contract will come into existence between you and us.
- 3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the course you have booked. This might be because the course is unavailable, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the course.
- 3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order for online bookings. Courses booked and paid for by bank transfer or payment link will not have an order number therefore your name will become your order reference with us. It will help us if you can tell us the order number/reference whenever you contact us about your order.
- 3.4 We only sell to the UK and Europe. Our website is solely for the promotion and selling of our courses in the UK and Europe.

### **4. Your rights to make changes**

If you wish to make a change to the course you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price you pay, the timing of the course or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract. If you are changing the course

originally paid for and do not swap to a different course or we cannot make those changes you will not be entitled to a refund.

## **5. Our rights to make changes**

5.1 Minor changes to the courses. We may change the content of the courses:

5.1.1 to reflect changes in relevant laws and regulatory requirements; and

5.1.2 to implement minor adjustments and improvements to the course.

## **6. Providing the courses**

6.1 Your course will begin on the date you selected when making your order or at a later date.

6.2 We are not responsible for delays outside our control. If the start of the course or any part of it is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. We are not liable for any travel, hotel costs or any other costs to you for you to attend your course. Course fees are non refundable outside of the 14 day cooling off period. What will happen if you do not give required information to us. We may need certain information from you so that we can provide the course to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for failure or delay in providing the course to you if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.3 Reasons we may suspend a course. We may have to suspend a course to:

6.3.1 deal with problems that prevent the course being provided or to make minor changes to the course;

6.3.2 update the course to reflect changes in relevant laws, requirements of bodies providing us with accreditation and regulatory requirements;

6.4 make changes to the course as notified by us to you.

6.5 Your rights if we suspend a course. We will contact you in advance if possible to tell you we will be suspending a course, unless the problem is urgent or an emergency. If we have to suspend the course, we will contact you to arrange for you to attend another course on a future date.

6.6 We may also suspend a course if you do not pay. If you do not pay us for the course when you are supposed to, we will not provide the course to you until you have paid us the outstanding amounts. If you fail to pay any outstanding monies due, your deposit will not be repaid to you (unless you have a right to change your mind (see clause 8.3)). You acknowledge and agree that by paying the deposit we reserved a place on a course for you, a place which could have been taken up by a student who would have paid the course fee in full and received the benefit of our course. We will contact you to tell you we are suspending your right to attend the course. We will end the contract for any person(s) who are abusive in or out of the classroom including malicious communication, harassment and/or making defamatory comments. You will not be entitled to a refund.

6.7 Late arrivals/missed sessions. If you arrive more than 15 minutes late for a course or part of a course, we may refuse to accept you for the course or part of it if we feel in our reasonable

opinion that you will gain insufficient knowledge or skill in the remaining course time to be awarded the course certificate. A refund will not be provided in these circumstances. To conform with our accreditors guidelines, attendance by you to all sessions is mandatory.

6.8 Models. It is your responsibility to bring models to any course as may be required. If a model fails to arrive, you will not be able to complete the course. In those circumstances, we will retain any monies you have paid to us. You will have no right to a refund unless you are entitled to exercise your right to change your mind. You may change to another course or attend the same course on a different date if you provide 7 days' notice prior to the date of your chosen course of the fact you do not have a model to attend the course with you.

6.9 If you have individual needs. If you need additional support, for example you have a disability, please let us know so that we can discuss your requirements. We are committed to our responsibilities under the Equality Act 2010.

6.10 You are required to score 100% on an online theory test before attending a course. We will not accept you on to a course until you have scored 100% on the test. If you are unable to achieve the required score within a reasonable time, we may end the contract between us and you will be entitled to a refund, but we may deduct or charge you for all reasonable net costs incurred by us up to the date the contract between us ends. You are also required to return all course materials and anything else we have provided to you for the purposes of completing the course you have ordered. Some courses teach this on the practical day of your course or online if you select an online course. If this is the case you will not be sent the test in advance.

## **7. Transfers and changes**

7.1 If you wish to change to a different course starting on a later date, you may do so if we agree to the change and you have provided 7 days' notice prior to the start date of the course you have ordered. You must pay the difference between the prices of the two courses if the price of the course you want to attend is higher. We will refund you any difference if the price of the course you wish to attend is lower than that originally booked. In the event you do not provide 7 days' notice prior to the start date of your selected course, we are unable to provide you with a refund and if not fully paid, the course fee will become payable. You must pay the course fee or the remainder of it (as the case may be) within 7 days of the start date of the course you have ordered. Nothing in this clause is intended or will act to prevent you from exercising your right to change your mind.

7.2 If you wish to attend the same course but on a different date, you must provide us with at least 7 days' notice prior to the date of the course you have booked. If you do not provide the length of notice required, we will not be able to provide you with a refund, but you will still be able to attend the course on the date you have booked. If you do not provide the required notice, the course fee will become payable and you must pay the fee within 7 days of the start date of the course you have ordered (if you have not done so already). Nothing in this clause is intended or will act to prevent you from exercising your right to change your mind.

7.3 You must make sure that when making your order the correct name of the person attending the course is given. We are able to make changes to small errors in the name provided to us without charge, but to change the individual attending the course will incur a charge of £50.00 per person and that charge is payable within 7 days of us agreeing to make the change you have requested.

## **8. Your rights to end the contract**

8.1 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most services bought online you have a legal right to change your mind within 14 days and receive

a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.2 When you don't have the right to change your mind. You do not have a right to change your mind in respect of a course once it has been completed, even if the cancellation period is still running.

8.3 How long do I have to change my mind? You have 14 days after the day we email you to confirm we accept your order. However, once you have completed the course you cannot change your mind, even if the period is still running. If you cancel after you have started the course, you must pay us for the training and education provided up until the time you tell us that you have changed your mind.

8.4 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. If you want to end the contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know 7 days before the start date of your course. The contract will end immediately. If you end your contract outside of the 14 day cooling off period you will not be entitled to a refund. If you have paid a deposit, we will retain the deposit. All deposits are non refundable. If you do not provide 7 days' notice and you do not have the right to change your mind, you will have to pay us the course fee within 7 days of the date of the course you have booked, or if already paid, we will retain the course fee.

## **9. How to end the contract with us (including if you have changed your mind)**

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

9.1.1 Email us at [neonfishacademy@gmail.com](mailto:neonfishacademy@gmail.com). Please provide your name, home address, details of the order and, where available, your phone number and email address. We do not correspond via social media or text message/phone for anything other than to sell and book courses. After this time all correspondence must be emailed.

9.2 How we will refund you. If you are within your 14 day cooling off period and we are providing you with a refund, we do so by requesting your bank details via email. However, we may make deductions from the price, as described below.

9.3 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind, we may deduct from any refund an amount for the course for the period for which it started, ending with the time when you told us you had changed your mind. The amount will be in proportion to how much of the course had been supplied, in comparison with the full duration of the course.

9.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 28 days of your telling us you have changed your mind. If you refer your refund request to a third party, your contract with us will automatically end and all correspondence will be dealt with between ourselves and the third party.

## **10. Our rights to end the contract**

10.1 We may end the contract if you break it. We may end the contract at any time by writing to you by email if:

10.1.1 you do not make any payment to us when it is due;

10.1.2 you are not, in our reasonable opinion, suitable for the course; and

10.1.3 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the course to you or information need to ensure that you are suitable for the course.

10.1.4 You are abusive, send malicious communications, defamatory and/or use harassment in or out of the classroom or online. If this is the case we may end your contract without responding to you if we are advised to by the relevant authorities. We do not permit the sharing of any personal information of any of our staff and any of the above will be reported. No refunds will be made.

10.2 We may withdraw the course. We may write to you to let you know that we are going to stop providing the course. We will let you know at least 10 days in advance of our stopping the supply of the course and will refund any sums you have paid in advance for the course not provided. If we can still offer the course but at a different date or location then we will not be liable to refund any monies paid and the course dates will be offered for you to take. You will have one year to complete your course from when you booked, if you do not book your course in within this time or accept a date offered to you then once the 12 months is up we will end your contract and no refunds will be made.

## **11. If there is a problem with the course**

11.1 How to tell us about problems. If you have any questions or complaints about the course, please contact us. You can write to us at [neonfishacademy@gmail.com](mailto:neonfishacademy@gmail.com)

11.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

<p>Summary of your key legal rights</p> <p>This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website <a href="http://www.adviceguide.org.uk">www.adviceguide.org.uk</a> or call 03454 04 05 06.</p> <p>If your product is services, for example the provision of training, the Consumer Rights Act 2015 says:</p> <p>you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. if you haven't agreed a price beforehand, what you're asked to pay must be reasonable. if you haven't agreed a time beforehand, it must be carried out within a reasonable time.</p> <p>See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).</p>
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## **12. Price and payment**

12.1 Where to find the price for the courses. The price of the courses will be the price indicated on the order pages of our website [www.neonfishacademy.co.uk](http://www.neonfishacademy.co.uk), on our social media pages or emailed to you. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 12.2 for what happens if we discover an error in the price of the product you order.

- 12.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, the course we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the course's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the course's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid. We may run sales from time to time, if you booked before or after a sale we are not liable to refund you any monies for the difference in price. You will be liable to pay the amount that was advertised to you at the time of booking.
- 12.3 When you must pay and how you must pay. We accept payments via the website, payment link or bank transfer. You may pay for the course by:
- 12.3.1 Paying the full amount for the course at the time of your order; or
- 12.3.2 If the option is available for your chosen course on our website, pay a deposit specific to the course you are booking. You will have to pay the balance of the fee payable for the course no later than 7 days before the start date of your course.
- 12.4 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.5 If you think the amount you have been charged is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on the correct sum from the original due date.

### **13. Our responsibility for loss or damage suffered by you**

- 13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the courses as summarised overleaf.
- 13.3 You accept that it is your responsibility to ensure any course you attend is suitable for you and your own needs. You are advised to obtain public liability insurance before performing any treatments on paying clients.
- 13.4 We accept no liability that may arise due to incorrect personal information where you have failed to update us of a change, unless it would be unlawful to exclude that liability.
- 13.5 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **14. How we may use your personal information**

14.1 How we will use your personal information. We will use the personal information you provide to us:

14.1.1 to supply the courses to you;

14.1.2 to process your payment for the courses;

14.1.3 as reasonably necessary to provide a course to you, including for example, to provide your details to a tutor to allow them to train you; and

14.1.4 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

14.2 We will pass your information or ask that you provide your information directly to the business known as Neon Fish Academy of Warlies Park House, Horseshoe Hill, Upshire, EN9 3SL. This is to enable that business to process your data for the purposes of administration in relation to your order, attendance on any course and all matters related to a course.

14.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

## **15. Certification**

15.1 Our courses are accredited and certificates will be widely recognised for public liability insurance. All certificates will be sent electronically once the course has been completed. Please note that some courses require case studies, in this instance the course is not completed until these have been submitted and approved.

## **16. Other important terms**

16.1 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing to [neonfishacademy@gmail.com](mailto:neonfishacademy@gmail.com)

16.2 COVID-19; if you have any covid symptoms please do not attend. Inform us straight away and we can reschedule you on to a future date. Course fees in this instance are non refundable. We may need to reschedule courses due to COVID-19 where we may have to close due to government guidelines or if a tutor or student is isolation and we cannot open or have to deep clean. No refunds will be issued but a future date will be offered.

16.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 We use IP monitoring software for the use and evidence of copyright theft. The copyright and all other intellectual property (whether registered or unregistered) in or arising out of or in connection with the service we provide, including (but not limited to) course materials, manuals, website and publications, shall always remain the exclusive and sole property of us or in the case of a course developed by a partner of ours, such rights will always remain that organisations property. You promise that they will not copy or permit the photocopying of course manuals or materials, or disclose or permit disclosure or sale or hire of the same

to any third parties, nor use the same for running any such independent or commercial courses in or outside of the UK. By copying any material you are breaching copyright law and we reserve the right to commence legal action against you.

16.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

16.7 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

16.8 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

16.9 If you have any questions regarding our terms and conditions then please contact us at [neonfishacademy@gmail.com](mailto:neonfishacademy@gmail.com)



**SCHEDULE 1**