

TERMS & CONDITIONS

1. DEFINITIONS

1.1 In these Terms, the following meanings will have the following definitions:-

Attendee	the person attending the course whether to client or otherwise
Client	The person placing the Order
Contract	The contract between DFMA and the Client
Course	As detailed in the Order Confirmation
Deposit	15% of the Course price (as detailed in clause 5.1)
DFMA	The Davinia Make-Up Academy Limited (07558291); registered office: 1 Sunburst House, Elliot Road, Bournemouth, Dorset, BH11 8JP
Order	The order to purchase a Course whether verbal or otherwise, as detailed in the Acknowledgement of Order (detailed in clause 2.1)
Order Confirmation	As detailed in clause 2.1
Site	www.makeupacademy.co.uk

2. HOW THE CONTRACT IS FORMED BETWEEN DFMA AND THE CLIENT

2.1 1A Client's Order or acceptance of a quotation for the provision of Courses by DFMA constitutes an offer by the Client to purchase the Courses detailed in it on these Terms. DFMA will send the Client an "Acknowledgement of Order" on receipt of the Client's Order. Accepting payment or issuing an Acknowledgement of Order does not constitute acceptance by DFMA of the Client's offer. Any such offer by the Client to purchase any of DFMA's Courses is accepted and the Contract between the Client and DFMA for the provision of the Course on these Terms will be formed on the issue of an "Order Confirmation" by DFMA. If DFMA refuses the offer for any reason, it will notify the Client as soon as possible and refund in full any sums paid to it.

2.2 No Order Confirmation will be issued unless the Deposit (as notified to the Client) is received in full. DFMA may refuse to accept an Order for any other reason.

3. CONSUMER RIGHTS

3.1 Nothing in these Terms affects the Client's statutory rights as a consumer.

3.2 If the Client is contracting as a consumer, it may cancel a Contract at any time within seven working days, beginning on the day after it receives the Order Confirmation. In this case, the Client will receive a full refund of the price paid for the Courses (including any Deposit paid). To cancel a Contract, the Client must inform DFMA in writing. Details of the Client's statutory right of cancellation as a consumer, and an explanation of how to exercise it, are provided in the Order Confirmation.

4. COURSES

4.1 DFMA warrants to the Client that the Courses will be provided using reasonable care and skill. All other warranties whether express or implied are hereby excluded to the fullest extent permitted by law.

4.2 All copyright and other intellectual property in the Courses and any course materials shall at all times belong to DFMA.

4.3 DFMA reserves the right to cancel and/or amend Course dates, times, contents venues and speakers in emergencies or for Force Majeure Events (as detailed in clause 9). Every effort will be made to give the Client as much notice as possible and to offer a reasonable alternative. If the alternative is not satisfactory to the Client, DFMA shall offer a refund of any sums paid by the Client, in full and such refund shall be the sole remedy of the Client.

4.4 Any materials (including without limitation, make-up kits) are the responsibility of the Attendee from the time of handover to the Attendee. Any replacements will be charged to the Attendee and in its discretion, DFMA may insist upon payment for such materials prior to replacement. Attendees should notify DFMA if they feel any allergic reaction to any of the make-up immediately.

4.5 DFMA reserves the right in its sole discretion to remove from the Course any Attendee who is disruptive to other attendees, fails to make payment under clause 4.4, breaches health and safety guidelines or endangers themselves or others, if they arrive excessively late or miss any part of the course. Where an Attendee is asked to leave the course for

the above reasons no refund will be given.

4.6 Refunds will not be given where an Attendee asks to leave the course during the Course for of the above reasons.

4.7 Attendees must attend at least 90% of the Course to qualify for a completion certificate.

4.8 Attendees will be expected to practice on each other for make-up and hair during the Course.

5. **PRICE AND PAYMENT**

5.1 Course prices will be as quoted on the Site from time to time, except in cases of obvious error. Course prices are liable to change at any time, but changes will not affect orders in respect of which DFMA has already sent the Client an Order Confirmation.

5.2 Course prices are exclusive of VAT unless otherwise stated. However, if the rate of VAT changes after the Order has been placed, DFMA will adjust the VAT payable in respect of any outstanding payments.

5.3 Despite DFMA's best efforts, some of the Courses listed on the Site may be incorrectly priced. DFMA will normally verify prices as part of DFMA's order processing procedures so that, where a Course's correct price is less than DFMA's stated price, DFMA will charge the lower amount when DFMA sends the Order Confirmation to the Client. If a Course's correct price is higher than the price stated on DFMA's site, DFMA will normally, at its discretion, contact the Client for instructions before sending the Order Confirmation, or reject the Order and notify the Client that DFMA is rejecting it, in which case DFMA will refund any sums paid by the Client in full.

5.4 If the pricing error is obvious and unmistakable and could have reasonably been recognised by the Client as an error, DFMA does not have to provide the Courses to the Client at the incorrect (lower) price.

5.5 Payment for all Courses must be by credit or debit card or cheque. Payments with all major credit or debit cards are accepted. We do not store credit card details nor do we share customer details with any 3rd parties.

5.6 The balance of the full Course fee must be paid no less than 1 calendar month before the Course start date or DFMA reserves the right without prejudice to any other rights or remedies, to prohibit the Attendee from attending the Course on the start date.

6. **CANCELLATION AND REFUNDS**

6.1 Where notice to cancel a course by the Client is given to DFMA in writing up to 42 days before the start date of a Course, DFMA will refund any sums paid by the Client less the Deposit, which will be retained as an administration fee.

6.2 Where notice to cancel a course by the Client is given at any time less than 42 days before the start date of a Course, DFMA reserves the right to retain or charge (as the case may be) the full course price including without limitation, the Deposit unless the Client can provide a suitable substitute Attendee.

6.3 Where the Deposit is retained by DFMA under these Terms, the Client shall be entitled to transfer the Deposit to another Course within 8 months of written notice of cancellation of the previous course. The Client may only transfer the Deposit once.

6.4 Nothing in this clause affects the statutory right of cancellation of a consumer or any other statutory rights of a consumer.

7. **DFMA LIABILITY**

7.1 Subject to clause 7.3, if DFMA fails to comply with these Terms, DFMA shall only be liable to the Client for the purchase price of the Courses and, subject to clause 7.2, any losses that the Client suffers as a result of DFMA's failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

7.2 Subject to clause 7.3, DFMA will not be liable for losses that result from DFMA's failure to comply with these Terms that fall into the following categories:

- loss of income or revenue;
- loss of business;
- loss of profits;
- loss of anticipated savings;
- loss of data; or
- waste of management or office time.

However, this clause 7.2 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 7.2.

7.3 Nothing in this agreement excludes or limits DFMA's liability for:

- death or personal injury caused by DFMA's negligence; fraud or fraudulent misrepresentation;
- any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- defective goods under the Consumer Protection Act 1987; or
- any other matter for which it would be illegal for DFMA to exclude or attempt to exclude DFMA's liability.

7.4 Attendance by Attendees onto a training course, even with a formal qualification certificate on completion,

does not provide any guarantee of workmanship, performance, quality or status of the delegate during future endeavours of the Attendee. Any "aftercare" given is given in good faith only and no guarantees of work are given.

7.5 DFMA does not accept responsibility or any liability for Attendee's belongings whilst they are at the training location.

8. **CLIENT LIABILITY**

8.1 The Client shall indemnify DFMA and keep DFMA indemnified against all losses, costs (including legal costs), actions, awards, damages, expenses, liabilities, interest, proceedings, fines, penalties or taxation which DFMA may incur as a result of the Client and/or the Attendees damage to DFMA property and/or the Course location.

9. **EVENTS OUTSIDE DFMA CONTROL**

9.1 DFMA will not be liable or responsible for any failure to perform, or delay in performance of, any of DFMA's obligations under a Contract that is caused by events outside DFMA's reasonable control. ("Force Majeure Event").

9.2 DFMA's performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and DFMA will have an extension of time for performance for the duration of that period. DFMA will use DFMA's reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which DFMA's obligations under the Contract may be performed despite the Force Majeure Event.

10. **DATA PROTECTION**

10.1 The Client acknowledges and agrees that its details such as name, address and other details and any other Personal Data (as defined in the Data Protection Act 1998 ("DPA")) may be retained by and processed (as defined in the DPA) by DFMA in connection with provision of the Courses. Details of how DFMA uses personal information are detailed in its Privacy Policy on the Site.

11. **GENERAL**

11.1 All notices given by the Client to DFMA must be given to DFMA at DFMA's registered office from time to time. DFMA may give notice to the Client at either the e-mail or postal address provided to DFMA when placing an order. Notice will be deemed received and properly served immediately when posted on DFMA's site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

11.2 This Contract is binding on the parties and DFMA's respective successors and assigns. DFMA may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of DFMA's rights or obligations arising under it, at any time during the term of the Contract.

11.3 This Contract represents the entire agreement between the parties and supersedes all earlier warranties, representations, statements or agreements (whether written or oral). The Client acknowledges that in entering into this Contract, it has not relied on any, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in this Contract as a warranty.

11.4 The parties intend that any person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (the "TPA") to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists, or is available, apart from the TPA.

11.5 If any provision is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the rest of the Contract, which shall remain in full force and effect.

11.6 Failure by DFMA to exercise or enforce any of its rights or remedies under this Contract shall not constitute a waiver of any such right or remedy, nor shall it prevent the exercise or enforcement of the right or remedy at any time. A waiver by DFMA of any default will not constitute a waiver of any subsequent default.

11.7 No waiver by DFMA of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to the Client in writing in accordance with clause 11.6 above.

11.8 If a dispute arises between the parties in relation to the Contract in any way, the parties shall first try in good faith to amicably resolve the dispute within 28 working days of the dispute arising.

11.9 Subject to clause 11.8, this Contract and any dispute arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the courts of England & Wales having exclusive jurisdiction in relation to such.