



AKORN EDUCATION TERMS AND CONDITIONS

These Terms and Conditions are the standard terms for the provision of services by AKORN Education whose main trading address is Innovation Centre, 1 Evolution Park, Haslingden Road, Blackburn BB1 2FD

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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| “Business Day” | means any day between the hours of 9am and 5pm other than a Saturday, Sunday or bank holiday; |
| “Calendar Day” | means any day of the year; |
| “Contract” | means the contract for the provision of Services, as explained in Clause 2; |
| “Price” | means the price payable for the Services; |
| “Services” | means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation); |
| “Special Price” | means a special offer price payable for Services which We may offer from time to time; |
| “Order” | means your order for the Services; |
| “Order Confirmation” | means Our acceptance and confirmation of your Order as described in Clause 3; |
| “We/Us/Our” | means AKORN Education whose main trading address is Innovation Centre, 1 Evolution Park, Haslingden Road, Blackburn BB1 2FD |

Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications sent by e-mail.

2. The Contract

2.1 These Terms and Conditions govern the provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

2.2 Nothing provided by us including, but not limited to, sales and marketing literature and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

2.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

2.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

2.4.1 The main characteristics of the Services;

2.4.2 Our identity (set out above in Clause 1) and contact details (as set out below in Clause 11);



- 2.4.3 The total Price for the Services or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
- 2.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
- 2.4.5 Our complaints handling procedure;
- 2.4.6 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.

3 Orders

- 3.1 Our website will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend any errors. Please ensure you have checked your Order carefully before submitting it.
 - 3.1.1 No part of our website constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding contract between Us and you.
 - 3.1.2 Order Confirmations shall contain the following information:
 - 3.1.2.1 Confirmation of the Services ordered including details of the Services;
 - 3.1.2.2 Fully itemised pricing for the Services ordered.
 - 3.1.3 If We, for any reason, do not accept your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you within 14 calendar days.
- 3.2 All Orders for Services made by you will be subject to these Terms and Conditions.
- 3.3 If your Order is changed We will inform you of any change to the Price in writing.
- 3.4 You may cancel your Order in writing without charge provided a minimum of 24 hours' notice is given. If you have already made any payments to Us under Clause 4, the payment(s) will be refunded within 14 Calendar Days of Our acceptance of your cancellation. If you wish to cancel the Services within 24 hours of an arranged session, we reserve the right not to refund but instead facilitate the opportunity to re-book an alternative session.
- 3.5 We may cancel your Order at any time before We begin providing the Services. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 4 and not received any Services the payment(s) will be refunded within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

4 Price and Payment

- 4.1 The Price of Services are as follows:
 - 4.1.1 60-minute individual 1-2-1 sessions are £60 per session via Skype or £80 per session face to face. Individual 1-2-1 sessions have to be paid for in full when the Order is placed by you and before the session takes place. Bespoke rates can be quoted by us if you require us to travel more than 10 miles from our trading address for a session or for a session required outside business days and hours.
 - 4.1.2 Group sessions for Professional Sports teams with a minimum of 10 delegates and a minimum duration of 90 minutes are provided at a rate of £50 per delegate per session. Group sessions for Financial Services businesses, Schools and Colleges start at £500 per session and are quoted in advance on request.

Group sessions will be invoiced by us following delivery of the session and payment is required to us in full within 14 calendar days of the date the invoice is sent to you.
Bespoke rates can be quoted by us if you require us to travel more than 10 miles from our trading address for a



session or for a session required outside business days and hours.

4.2 If We quote a Special Price which is different to the Prices in 4.1.1 and 4.1.2, the Special Price will be valid for the stated period only. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.

4.3 Our Prices may change at any time but these changes will not affect Orders We have already accepted in writing.

4.4 VAT is not applicable. If this changes between the date of your Order and the date of your payment, We will add VAT you must pay. Changes in VAT will not affect Prices where We have already received payment in full.

4.5. We accept the following methods of payment: Secure Card payments, BACS or PayPal payments.

4.6 (Applicable to group sessions), if you do not make payment to Us by the due date of 14 calendar days following the date the invoice is sent to you We may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of Barclays Bank as it applies from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

5 Your Legal Right to Cancel (Cooling Off Period)

- 5.1 You have a legal right to a “cooling off” period within which you can cancel the Contract for any reason. This period begins once your Order is accepted and We have sent you an Order Confirmation, i.e. when the Contract between you and Us is formed. The period ends at the end of 14 calendar days after that date.
- 5.2 If you wish to exercise your right to cancel under this Clause 5, you must inform Us of your decision in writing within the cooling off period. Please note that the cooling off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted. Please use the following details:

Email angelo@akornfa.co.uk or write to AKORN Education, Innovation Centre, 1 Evolution Park, Haslingden Road, Blackburn BB1 2FD

- 5.3 If the Services are to begin within the cooling off period you are required to make an express request to that effect as a normal part of the order process. By requesting that the Services begin within the 14 calendar day cooling off period you acknowledge and agree to the following:

- 5.3.1 If the Services are fully performed within the 14 calendar day cooling off period, you will lose your right to cancel after the Services are complete.
- 5.3.2 If you cancel after provision of the Services has begun but is not yet complete you will still be required to pay for the Services provided up until the point at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within 14 calendar days after you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Services unless you specifically request that We make a refund using a different method.

6 Providing the Services

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the education sector, and in accordance with any information provided by Us about the Services.
- 6.2 We will begin providing the Services on the date confirmed in Our Order Confirmation.



- 6.3 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.
- 6.4 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. If the information or action required of you under this Clause is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result.
- 6.5 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services. You will be refunded following payment you have made if a suspension prevents a session from being rearranged and taking place within a reasonable period of time. If a suspension takes place part way through a session, completion of the session will be re-arranged with you and no refund will be due.

7 Problems with the Services and Your Legal Rights

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us in writing as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 7.2 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

8 Our Liability

- 8.1 We make no warranty or representation that you will pass any examinations, certifications, assessments or courses following receipt of our Services and we will not be liable for any related losses. Our Services support self-study and assist the consolidation of your knowledge. We will not therefore be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors), or for fraud or fraudulent misrepresentation.
- 8.3 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9 Events Outside of Our Control (Force Majeure)

- 9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- 9.2.1 We will inform you as soon as is reasonably possible;



- 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 9.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under Clause 10. Any refunds due to you as a result of that cancellation will be paid within 14 Calendar Days of Our acceptance of your cancellation notice;
- 9.2.5 If the event outside of Our control continues for more than 4 weeks, We will cancel the Contract in accordance with Our right to cancel under Clause 10 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you within 14 Calendar Days of Our cancellation notice.

10 Cancellation

10.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 3.8.

10.2 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you within 14 Calendar Days of Our acceptance of your cancellation. You will not be required to give a minimum 24-hour notice in these circumstances:

- 10.2.1 We have breached the Contract in any material way and have failed to remedy that breach within 14 business days of you asking Us to do so in writing; or
- 10.2.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
- 10.2.3 We are unable to provide the Services due to an event outside of Our control (as under Clause 9); or
- 10.2.4 We change these Terms and Conditions to your material disadvantage.

10.3 We may cancel your Order for the Services before the Services begin under sub-Clause 3.9.

10.4 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 4. We will not be required to give any minimum period of notice in these circumstances:

- 10.4.1 You fail to make a payment on time as required under Clause 4 (this does not affect our right to charge interest on overdue sums under sub-Clause 4.7); or
- 10.4.2 You have breached the Contract in any material way and have failed to remedy that breach within 14 business days of Us asking you to do so in writing; or
- 10.4.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 9.2).

10.5 A breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.



11 Communication and Contact Details

If you wish to contact Us, you may do so by email at angelo@akornfa.co.uk or by writing to AKORN Education, Innovation Centre, 1 Evolution Park, Haslingden Road, Blackburn BB1 2FD.

12 Complaints and Feedback

12.1 We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that your experience as a client of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

12.2 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in writing, addressed to Complaints, AKORN Education, Innovation Centre, 1 Evolution Park, Haslingden Road, Blackburn BB1 2FD.

13 How We Use Your Personal Information (Data Protection)

13.1 All personal information that We may use including your personal and contact details and details necessary for processing payment will be collected, processed and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.

13.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available on our website.

14 Other Important Terms

14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

14.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14.4 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15 Governing Law and Jurisdiction

15.1 These Terms and Conditions, the Contract, and our relationship shall be governed by and construed in accordance with the law of England & Wales.

15.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence.

15.3 Any dispute, proceedings or claim relating to these Terms and Conditions, the Contract or the relationship between you and Us shall be subject to the jurisdiction of the courts of England & Wales.