



Training Terms and Conditions

These terms and conditions apply to any Client who purchases or plans to purchase training services from Diamond Beauty Training Academy. No other terms and conditions referred to by the Client when purchasing a 'product bundle' and/or booking training with Diamond Beauty Training Academy shall apply, without the prior written agreement of Diamond Beauty Training Academy. For the avoidance of doubt, these terms shall apply from the time a service is booked/accepted by Diamond Beauty Training Academy. **By accessing this service, the Client fully accepts to comply with the terms and provisions of this agreement. If you do not agree to the terms and provisions, do not pursue any training course offered by Diamond Beauty Training Academy**

Diamond Beauty Training Academy are committed to ensuring the security and protection of the personal information that we process and to provide a compliant and consistent approach to data protection. DBTA would love to stay in contact with You to provide You with exclusive offers and extra information. Your data preferences can be updated at any time.

DEFINITIONS:

1.1 Throughout these Terms and Conditions “We”, “Us” and “Our” are all references to the provider of the Services; namely Diamond Beauty Training Academy

1.2 Throughout these Terms & Conditions “You” or “Your” are references to the client/student contracting with Us under these Terms & Conditions

1.3 “Training course” means the relevant training or service provided by Diamond Beauty Training Academy at Diamond Beauty Training Academy premises or at other locations as specified or otherwise explicitly agreed in writing with DBTA

1.4 “Buyer” means the organisation or person who buys Goods from the Seller;

1.5 “Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller

1.6 “Delivery date” means the date specified by the Seller when the Goods are to be delivered or handed over to the Buyer/Client

1.7 “Goods” means the articles to be supplied to the Buyer by the Seller

1.8 “Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.9 “Price” means the price set out in the list of prices of the Goods and/or Services maintained by the Seller as amended from time to time or such other price as the parties may agree in writing plus such carriage, packing, insurance or other charges or interest on such as may be quoted by the Seller or as may apply in accordance with these conditions;

1.10 The “Seller” means Diamond Beauty Training Academy

1.11 The “Client” means the person who receives training/products from Diamond Beauty Training Academy

BOOKING INFORMATION

2.1 We are unable to reserve a place for any persons onto a course until either full payment or a deposit has been received and the place has been confirmed to you by us.

2.2 Diamond Beauty Training Academy reserves the right to re-allocate the course place to another student if fees are not paid in time. The

option to transfer courses can only be used once with an admin fee of £50 applicable, after which any movement will be considered a cancellation. All outstanding invoices will remain due, irrespective of the number of working days' notice given for the cancellation.

2.3 By booking onto a training course with a deposit payment or full payment, you are acknowledging that you have read and understood the terms and conditions herein.

2.4 All confirmed students will receive a booking confirmation. If you do not receive your booking confirmation let us know so we can confirm that there are no problems.

2.5 The company reserves the right to decline any application for enrolment on a training course.

2.6 If there are other pre-requisites for a particular course, by booking on that course you warrant that you fulfil all of these pre-requisites. Refunds will not be given where you have failed to meet the pre-requisites or you have falsely declared that you meet the pre-requisites, for example completing pre-study.

PAYMENTS AND DEPOSITS

2.7 Deposits can be paid by cash, credit or debit card or bank transfer. All fees are priced in Pounds UK Sterling

2.8 Deposits are non-refundable unless Diamond Beauty Training Academy cancel the course (not including postponing the course, in which case the deposit remains non-refundable).

2.9 All remaining course balances must be settled at least 7 days before commencement of the course.

3.0 We are unable to allow students to start a training course unless course fees have been paid for in full.

3.1 Where courses require pre-requisite learning, reading or research your training begins from the date that your manual is despatched. In

this instance any fees paid will be non-refundable under our cancellation terms.

3.2 The cost of the Courses are a combination of the cost of the products and a greatly reduced fee for training. Courses booked without the product component will be charged at a greater training day rate.

3.3 If any changes are made to the Client's requirements at any time while the training course is in progress, or within 14 days of the beginning of the course, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional

ASSESSMENT FEES AND RE-SITS

3.4 Course and assessment fees are payable whether or not you pass a particular assessment or receive a particular certificate. Refunds will not be given to students who fail assessments or are not competent to receive a certificate.

3.5 Students will be given the option to re-sit assessments at the next available opportunity as long as there are spaces available to re-sit that assessment, after the 2nd exam resit there will be a fee payable of £50 before the resit date.

3.6 Additional assessments will incur an extra assessment fee which will be charged at the normal rate of £50 for that assessment.

3.7 Students must be registered for assessments with the appropriate awarding body (Diamond Beauty Training Academy/Focus Awards) prior to sitting the assessment.

3.8 Focus Awards is a separate company to Diamond Beauty Training Academy and they dictate the structure of their board assessments. Diamond Beauty Training Academy cannot be held responsible for how Focus Awards choose to assess their qualifications including increasing the number of assessment days.

EXAM RESULTS

3.9 Where assessments are not under the influence of awarding bodies we aim to distribute certificates within 90 days maximum. Diamond Beauty Training Academy will not be held liable for distribution of external bodies certificates.

4.0 Where assessment results are carried out by an awarding body, there may be a delay in receiving the assessment result especially in the case of written papers.

4.1 Students must have completed their home study and assignments before booking onto their practical sessions and assessment days

4.2 All assignments, manuals, paperwork and practical assessments must be fully completed and signed off by the trainer to receive certification

CANCELLATIONS

4.3 For your security we will not accept cancellations by phone, text or social media. If you wish to cancel or postpone a training course you must indicate in writing or via email. Cancellations will only be accepted during our opening hours and not at evenings, weekends or bank holidays.

4.4 If you cancel the training course within 14 days before the start date of the course any monies paid already paid will be non refundable.

4.6 If you are accepted on a course and wish to postpone the start date to another future date, DBTA may at their discretion transfer you to a mutually agreed future booking as long as you provide written notice not less than 21 days prior to the start of the course. DBTA will cost you for a £50 administration fee.

4.7 Diamond Beauty Training Academy reserves the right to cancel, re-schedule or vary any course, part of a course and the way the course is structured due to insufficient numbers, reasons beyond our control or changes in regulations including governments list of notifiable diseases under the health protection(Notification) regulations 2010 and to meet the business needs.

4.8 Where Diamond Beauty Training Academy cancels a training course we will not be held liable for transportation, accommodation, loss of earnings or any other associated costs

4.9 Diamond Beauty Training Academy shall not be liable for non-performance or delay of performance which is due to any cause beyond its reasonable control including (without limitation) inclement weather, fire, flood, industrial action, explosions and government regulations and/or orders.

5.0 If you have purchased a Taught Course and have already attended all or part of the Taught Course and/or started have used and/or received training materials associated with the Taught Course then you shall have no right to cancel your order.

5.1 Subject to where we have accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you by confirmation of email then you are permitted within 14 working days, starting on the day after the date we have concluded our agreement in accordance to cancel your purchase of the Services.

5.2 Notwithstanding there is no other right to cancel or vary your purchase of Services and any other cancellation and / or variation of course dates will be at the entire discretion of Diamond Beauty Training Academy

LIABILITY AND INDEMNITY

5.3 Diamond Beauty Training Academy will comply with all relevant health and safety legislation and exercise reasonable care and skill in delivering training to Clients. Whilst students are on the premises they are obliged to abide by all Health and Safety policies that are in place.

5.4 Although Diamond Beauty Training Academy will exercise reasonable care and take reasonable precautions, the Client agrees to indemnify and hold harmless Diamond Beauty Training Academy from and against all claims made in respect of:

5.5 personal injury (including injury, illness or disease resulting in death), and/or loss of or damage to any property other than to the extent such loss, damage or injury is due to the negligence of Diamond Beauty Training Academy, its employees or contractors acting in the performance of their duties, or fraudulent misrepresentation by Diamond Beauty Training Academy

5.6 Where a delegate is disruptive to other delegates, breaches health and safety guidelines or appears to be under the influence of drugs or alcohol or endangers themselves or others, we reserve the right to ask that candidate to leave the premises. Candidates that are asked to leave the course for the above reasons will not be entitled to a whole or partial refund.

5.7 On Courses which there is a disruptive delegate, Diamond Beauty Training Academy cannot be held liable for the consequences of their actions on other individuals, although Diamond Beauty Training Academy will take the necessary action [as outlined above] in removing them from the Course.

5.8 Diamond Beauty Training Academy does not accept responsibility or any liability for delegates' belongings whilst they are on the course, This includes personal equipment and vehicles which are brought onto the premises entirely at the owner's risk.

5.9 Diamond Beauty Training Academy reserve the right to ask any candidate to leave the course if they arrive excessively late or miss any part of the course, if it is believed that they will not be able to pass the course because of this. The full product fees will remain payable and a refund will not be possible.

6.0 The training rate is supplemented by the purchase of a product bundle. If a delegate does not arrive for the course, the money paid is non-refundable, as the 'price' paid is for the 'product bundle'. Whilst it is in the student's interest to attend the course to learn how to use the products, failure to attend a course will not be a cause for action for a refund.

6.1 We are not responsible for any emails that you do not read on time that relate to your course, changes or cancellations.

6.2 Diamond Beauty Training Academy is not liable for any parking tickets received.

6.3 To the maximum extent permissible under English law, the total aggregate liability of Diamond Beauty Training Academy to the Client or its students shall not exceed the price of the training, whether for breach of this agreement or in tort and Diamond Beauty Training Academy shall not be liable to the Client for any consequential or indirect loss.

6.4 Trainees should not attend their training course if they have tested positive for COVID-19 in the previous 14 days, knowingly been in close contact with any person with COVID-19 in the past 7 days or if they are experiencing any symptoms of COVID-19.

6.5 All correct government guidelines will be adhered to and Diamond Beauty Training Academy will not be held liable for any trainee contracting COVID-19 during their time training.

6.5 Trainees who are unable to attend their training course due to contracting COVID-19 will be able to postpone their course on the production of a positive PCR or lateral flow test and provide DBTA skin with a copy of the same.

6.6 If you have been notified via the COVID 19 track and trace app and you are required to self isolate for 7 days, please see clause above. DBTA may require a copy of the same.

FEES

6.7 The Fees for the Services shall be as set out on the Website or as told to you over the telephone or in person at the time you placed an order for them confirmed to you by email

6.8 There may be additional costs in relation to Course Kits, Uniforms and any other specified costs payable in respect of the delivery of the Service to you. Each of these costs will be set out in the Website or emailed to you on request when purchasing the service

6.9 You shall be responsible for all costs you incur in connection with your attendance at any Taught Courses or your access onto any Online Courses.

TERMINATION

7.0 We will be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

- fail to pay when your fees are due
- act in an aggressive, bullying, offensive, threatening or harassing manner through social media online that could have a negative impact on our business name.
- cheat or plagiarise any work which you are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;
- steal or act in fraudulent or deceitful manner towards us or our employees or any other students who may be on our premises or attending our Taught Courses;
- intentionally or recklessly damage our property or the property of our employees or other students attending our premises;
- are intoxicated through alcohol or illegal drugs while on our premises;
- commit any criminal offence committed on our premises or where the victim is our employee or student;
- are in breach of these terms and conditions.

FORCE MAJEURE

8.0 Diamond Beauty Training Academy shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, subject to the Governments list of notifiable diseases under the health protection(Notification) regulations 2010.

LAW AND JURISDICTION

This Agreement is subject to English law and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.