



3 Colours Rule Styling Academy - TRAINING TERMS AND CONDITIONS

DEFINITIONS

Company	means 3 Colours Rule a company registered in England and Wales under and whose registered office is at 125 Selhurst road, SE25 6LQ, London, UK
Site	means www.3coloursrule.com
Us We Our	means either the Site or the Company or both
You Your	are a visitor to our Site for any purpose whatsoever
Module	means any of the training modules we offer on our Site
Stylist Online Business Platform	means the intranet service we have created for the exclusive use of our consultants full details of which is contained on our Site

THE CONTRACT

These terms and conditions govern the relationship between us in relation to the training and other services we provide. A contract will come into existence between us for those services as soon as we accept you as a student – you will receive an email giving that confirmation. If we do not accept you as a student, we will refund any money you have sent us.

FEES

Full fees or monthly must be paid in advance and before any of the Modules can be delivered to you. Diploma can only be delivered when full payment or monthly payments have been received. As soon as we have accepted you as a student neither the fee nor any part of it will be refunded in any circumstances except where we are unable to provide those services or if in writing you notified us within 48 hours that our service doesn't meet your requirements. The fees give you access to each course for a period of 8 months. After that your access will be revoked and an additional fee will be required.

YOUR OBLIGATIONS

You promise/warrant that:

- You are over 18 and have the legal authority to enter into this Contract
- All of the personal information with which you have provided us is complete accurate and up to date and that you will tell us if any of it changes
- You have read and understood these terms and conditions and any revision of them
- That you are not undertaking any Module for and behalf of any other person
- You have verified with your doctor that you do not suffer from any medical condition that would prevent you from working with cosmetics and other styling products usually used in the hair and makeup professions
- You have read understood and accept the conditions which govern your use of the Site
- That your level of understanding of the English Language is good enough to be able to follow our Modules and undertake the examinations which follow them

OUR OBLIGATIONS

We will:

- Provide training as specified on the Site in relation to each module we offer
- Provide that training to the highest possible standard



- Assess and comment on your abilities from time to time in order that you have the best chance of succeeding with the training
- Issue a Diploma when you have successfully completed the training

MODELS

If we ask you to provide a model for any part of the tuition we provide you will:

- Ensure that at all times your model is kept safe and free from any harm
- Understands that you are a trainee and that issues could arise if you complete some part of the training wrongly
- Ensure at all times that your model understands that we have no control over what you do and are not responsible for any injury or harm you cause
- Indemnify and hold us harmless from and against all and any actions costs claims and demands made by any model you use and which arises out of your incorrect use of or failure to follow our training material or otherwise— this clause does not exclude us from liability arising from the death or personal injury of anyone

EXAMINATIONS

As this is a distance learning course all examinations are conducted remotely and you warrant and agree as follows:

- That you will personally undertake all examinations we set and will not use any third party assistance in completing them
- That all work that we ask you to submit to us has been undertaken solely and completely by you and no part has been undertaken by any third party
- All work that you submit to us will be submitted in the English language and will be legible

If you submit work which we cannot read we will reject that work and you will have to resit the examination

If you wish to resit the examination for any reason you will have to pay us an additional fee.

If you pass the examination we set, you will receive (at no additional charge) a Diploma acknowledging your pass

Each Module concludes with an examination and if you fail that examination or if you do not sit it we will not award you the Diploma which accompanies it

INTELLECTUAL PROPERTY

You acknowledge and accept that we, alone, own all of the logos, branding and other intellectual property which carries our name, our product names and all of our service descriptions and all of the text that goes with them. We also own all of the training and study materials we provide to you whilst you are using the services we provide. In these terms and conditions we will describe all of those things as "Intellectual Property"

Your licence to use the Intellectual Property is subject to the following conditions:

- It cannot be used for any purpose other than to promote your Consultancy
- You cannot use it to promote any other business
- You may not assign or licence its use to any other person firm or company
- You may not change or alter it in any way



- If at any time your Consultancy comes to an end you will immediately cease using it
- You will not copy nor otherwise reproduce all or any part of our Intellectual Property nor store it on an computer or similar device except in connection with your training and your Consultancy
- You may not use our Intellectual Property or any part of it to run or operate your own training courses nor give, sell, transfer or otherwise pass it to any other person firm or company for any purpose whatsoever.

INTERNATIONAL STUDENTS

If you are a student from a Country other than the United Kingdom you will ensure that the services we offer are acceptable and legal in the Country in which you use them

DELAYS AND CANCELLATION

If we are forced to delay a Module or an examination for that Module we will, as soon as we can, rearrange the dates and advise you of them as soon as they are known to us.

FORCE MAJEURE

If something outside our control happens – it could be riots, floods, war strikes and a lot of other similar things – we are not liable and do not have to compensate you if any delays or problems occur.

DISCLAIMERS

- Your access to each course you purchased is valid for 8 months. If you haven't completed the course within 8 months, you can purchase monthly extension.
- We can't promise that any Diploma we offer will be accepted by any other institution
- We can't and don't promise that you will receive any work or any offer of employment if you succeed in any of the Modules we offer
- As this is a distance learning course and we do not verify your identity we will only ever be able to verify that a person with your name and personal details studied with and (if that is the case) obtained a Diploma from us
- We take all reasonable efforts to test material before placing it on the Site. In the very unlikely event of any loss, disruption or damage, we cannot be held responsible for any loss, disruption or damage to your data or computer system which may occur whilst using material derived from the Site.
- Money Back Guarantee: If you feel the service doesn't meet your requirements, let us know within 48 hours and we'll refund you the full amount.



AVAILABILITY OF THE SITE

- We never guarantee that the Site will be available all the time and if it's not available for any reason you can't hold us responsible for anything you lose as a result
- We have the right to change the Site and the services it offers, suspend it or stop it at any time.

LIMITATION OF LIABILITY

- As far as we are allowed by law we deny liability for any losses of all kind which you incur from visiting the Site and or following the advice we give. You use the Site at your own risk
- Neither will we be liable to you for any indirect or consequential loss you may suffer even if we might have foreseen that loss or you told us it might happen
- Nothing in these T&C's excludes or restricts our liability for death or personal injury resulting from any negligence or fraud on our part.
- Nothing in these T&C's takes away from you any rights you may have if you are a consumer

GENERAL

- *Operative Law* – This Agreement is made under the laws of England and Wales and that is the only jurisdiction which can govern it
- *Partnership/Joint Ventures* we and you agree that this Agreement does not form the basis of any partnership or co-venture
- *Effect Of Agreement* - this Agreement supersedes any previous Agreement between the parties in relation to the matters dealt with in them and represents the entire understanding between the parties.
- *Time of the Essence* – time will not be of the essence in any part of this Agreement
- *Warranties* - all parties acknowledge and agree that they have not entered into this Agreement in reliance on anything said or promised by the other which is not in these T&C's
- *Unenforceability* - If a Court or other body says that any part of these T&C's is unenforceable, the rest of them will stand.
- *Notices* – If either you or we need to give formal notice to the other it must be done by email to address each of us gives to the other from time to time.
- *Entire Agreement* – these T&C's contain the entire understanding between us.