

The London Academy of Fashion & Styling

TERMS & CONDITIONS

Entry requirements

In order to protect us against copyright and to confirm your identity, once you have registered for the course you will be requested to do the following:

- 1. submit a copy of your passport or driving licence
- 2. submit one other form of ID with proof of address e.g. utility bill or bank statement.
- 3. read, sign and send back our Terms & Conditions to us.

When we've received them, we will email you the first piece of coursework/assignment within 5 working days. Please remember we will only send you the first module once you've submitted these details to us.

Copyright

All rights reserved. No part of this course may be reproduced, shared, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of The London Academy of Fashion & Styling (**TLAFS**). **TLAFS** expressly disclaims all liability to any person in respect of any losses or other claims, whether direct, indirect, incidental, consequential or otherwise arising in relation to the use of such materials.

Certification

On successful completion of the course you will be emailed a certificate endorsed by your course tutor. As this correspondence course leads to certification by the **TLAFS** it is important that you complete each assignment to our satisfaction. Therefore, after the first assignment, subsequent assignments will only be emailed to you once you have completed and submitted the tasks for the previous module. These tasks will then be reviewed and if acceptable, the following module will be sent out to you.

1. Basis of agreement

- 1.1.1 We consider these terms and the booking form to set out the whole agreement between you and us for the provision of the courses. These terms only apply to our contracts with consumers.
- 1.1.2 Please check that the details in these terms and on the booking form are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.
- 1.1.3 Please ensure that you read and understand these terms before you sign and submit the booking form, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 1.4.
- 1.2 If any of these terms are inconsistent with any term of the booking form, the booking form shall prevail.
- 1.3 The booking form is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
- 1.4 These terms shall become binding on you and us when:
- 1.4.1 we issue you with written acceptance of a booking form; or
- 1.4.2 we notify you that we are able to provide the course,

whichever is the earlier, at which point a contract shall come into existence between us.

2. Fees

2.1 Full payment of the course fees must be received prior to commencement of the course. Your place on the course cannot be guaranteed until full payment is received.

2.2 All fees stated are inclusive of VAT.





3. Minimum age requirement

We cannot accept bookings from students less than 16 years of age except for on those courses specifically listed as being for younger age groups. You confirm that you are 16 years of age or over. If this proves to be incorrect we may terminate our agreement with you, unless your parent or guardian approves your participation of the course.

4. Methods of payment

- 4.1 Fees can be paid by PayPal, credit or debit card (via PayPal) or by online bank transfer.
- 4.2 Fees can be paid by cash if payment is made in person.
- 4.3 Payments by bank electronic transfer are accepted for UK and overseas residents. For overseas residents Please add £30 to your fee for the additional bank charges to be made to us and provide us with the transaction reference number. Our bank details are available on request.
- 4.4 If your company or organisation is paying for the course fees and would prefer to be invoiced, please write to us on your company's headed paper and send a company purchase order with your booking form. Payment is required within 7 days of the date of the invoice or as specified. Your place on the course is not confirmed until full clear payment has been received

5. Payment by cash

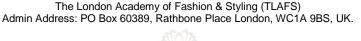
- 5.1 If you wish to pay for your course in cash, and the amount is over £500, you will be required to provide photo ID at the time of booking. This ID should be either a driving licence or passport, which we will photocopy and attach a copy to your booking form.
- 5.2. If you subsequently require a refund (under the terms of our booking conditions, points 8 & 9) you will need to bring the same photographic ID to collect the cash refund. This will be checked against the original ID provided before any cash is refunded.

6. Late applications

- 6.1 If there are places available on a course we will accept bookings right up until the course commences.
- 6.2 If you apply within five working days of the course commencing, we cannot guarantee that your booking confirmation will reach you prior to the start of the course.
- 6.3 Late applicants will usually have their place on the course confirmed by telephone or email. If, however, you have not received confirmation within 24 hours of your application it is your responsibility to check the status of your booking. This can be done by contacting us by phone or email.
- 7. Overseas applications
- 7.1 As we may need to contact you in the two weeks prior to the course start date, please ensure you include your contact details in the UK when making your booking.
- 7.2 Please ensure that your place is confirmed and the course is running before you make any travel arrangements. We are not liable for travel or accommodation costs in accordance with Clause 10.4.
- 7.3 Fees are payable in GBP and in the event of a refund, you will be refunded in GBP. The London Academy of Fashion & Styling (TLAFS) will not be liable for any losses incurred as a result of currency fluctuations or exchanges.

8. Visas

- 8.1 If you do not hold a UK/EU/EEA passport you will need a visa that allows you to study here in order to take one of our courses. For information please see the Home Office website at http://www.ukvisas.gov.uk. It is your responsibility to determine how far in advance you need to apply for a visa, and to allow sufficient time to obtain a visa. We will not allow you to join the course if you do not have a visa that allows you to study, and in these circumstances, you will not be eligible for any refund of your course fees.
- 8.2 If you cannot attend a course because you have not obtained a visa to enter the UK no refund will be offered although we will offer you a transfer (subject to the conditions contained in condition 12) if your visa is delayed.
 8.3 You will need to present your passport, including visa, to us at least two working days in advance of the start of your course. In other words, if your course starts on a Monday, you must present yourself by the Thursday before.





9. Cancellations by you

- 9.1. Where you are an individual not a company and you book your course otherwise than in person, you have the right to cancel your booking within 7 days starting on the day after the contract between us comes into force in accordance with condition 1.4 ("Contract Date") unless the Contract Date is less than 7 days prior to the commencement of your course in which case you may cancel at any time up to the commencement of your course. Where you cancel your booking in accordance with this condition 9.1 you will be entitled to a full refund of any payments you have made in respect of the course.
- 9.2. In addition to the statutory cancellation rights set out in condition 9.1, the following apply:
- 9.2.1 Where you cancel your place on a course more than 7 days after the Contract Date but up to one month before the course start date, you will be entitled to a refund of the course fees, less an administrative charge of £30 to cover our costs.
- 9.2.2 Where you cancel your place on a course more than 7 days after the Contract Date but within one month of the course start date you will not be entitled to any refund unless a replacement student can be found for your place. If you find a replacement student you will be entitled to a refund of the course fees, less an administrative charge of £30.
- 9.3. If you have booked a course within one month of its start date conditions 9.2.1 and 9.2.2 will apply.
- 9.4 Cancellation requests must be made in writing.

Please note that refunds can take up to 3 weeks to process.

10. Cancellations by us

- 10.1 Please note that courses have minimum attendance levels and may be cancelled if too few bookings are received.
- 10.2 We reserve the right to:-
- 10.2.1 amend or cancel courses.
- 10.2.2 change course location.
- 10.2.3 Substitute lecturers and tutors.
- 10.3 If we cancel a course we shall endeavour to give you at least one week's notice and you will have the option of transferring to another course or of having a full refund of the fees which we will return to you within three weeks. 10.4 We will not be liable for any losses (including, but not limited to, travel and accommodation costs) arising as a consequence of any modification or cancellation of courses or time-tabling constraints as set out above and beyond the cost of the course fee.

11. Class postponement by us

If a class or workshop is postponed for reasons for which we are responsible, including staff illness, we will make every reasonable effort to reschedule the class or to add the missed hours on to the remaining course classes. We apologise for this inconvenience and urge you to contact us if you have any concerns.

12. Transfers

- 12.1 You may transfer onto another course up to one month before the course start date. Under these circumstances. you will be permitted to transfer subject to an administrative charge of £30 to cover our costs and the payment of any addition fees (if there are any).
- 12.2.1 If you wish to transfer within one month of the course start date you will not be permitted to transfer unless a replacement student can be found for your place.
- 12.2.2 If a replacement student is found prior to the course start date, you will be permitted to transfer subject to an administrative charge of £30.
- 12.3 If you have booked a course within one month of its start date conditions 11.2.1 and 12.2.2 will apply.
- 12.4 Students can transfer a maximum of two times.
- 12.5 Transfer requests must be made in writing.
- 12.6 You may not transfer to another course once your course has started



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13. Substitutions

- 13.1 If you are unable to attend or start a course you are permitted to transfer your place to a substitute student up to one week before the start date.
- 13.2 We must be notified in writing of the substitute student's name and there is a £30 administration charge for each substitution.
- 13.3 Substitutions cannot be accepted after the course has started.

14. Non-attendance

- 14.1 Non-attendance at classes or non completion or coursework or assignments due to illness or for personal or professional reasons does not give rise to the right to refunds, extra tuition or a transfer.
- 14.2 However, in such an event we will consider all the circumstances and take such action that we consider to be fair and reasonable.
- 14.3 Please note that if alternative options are offered there may be an additional charge.

15. Events outside our control

We shall not be liable for any failure or delay in the performance, in whole or part, of any of our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), acts of God, wars, riots, civil commotions, malicious damage, compliance with any law or governmental order, rules, regulations or directions, accidents, breakdowns of plant or machinery, fires, floods, storms, pandemics, epidemics or other outbreaks of disease or infection, or failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

16. Certificates

On successful completion of the course you will be emailed a certificate endorsed by your course tutor. As this correspondence course leads to certification by the **TLAFS** it is important that you complete each assignment to our satisfaction. Therefore, after the first assignment, subsequent assignments will only be emailed to you once you have completed and submitted the tasks for the previous module. These tasks will then be reviewed and if acceptable, the following module will be sent out to you. Replacement certificates can be produced up to one year after completion of your course but will incur an administration fee of £30.

17. Materials and equipment

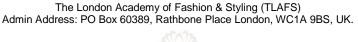
- 17.1 The course fee includes the cost of basic materials needed for a workshop (unless stated).
- 17.2 You are required to supply all your own materials and equipment to complete any correspondence course.
- 17.3 Failure to bring the required materials will delay your progress on the courses/workshops.
- 17.4 Unless otherwise agreed in advance, the course facilities are only available for use during the course/workshop hours and not at other times.

18. English

All classes are taught in English. Applicants whose first language is not English should note that they are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English. As a guideline we would expect you to have an IELTS score of 4.5 for practical courses and 6.0 for online courses.

19. Student conduct

Students are expected to conduct themselves in a professional manner and to recognise that other students also require support and assistance. If a student becomes persistently abusive or disruptive we reserve the right to eject them from any of our courses without refund.







20. Holidays & Bank UK holidays

Normally there are no classes or assignments on UK Bank Holidays and no coursework will be marked or send to students on these dates. Your tutor may also take up to two weeks of continual time as holiday, you will be notified of these dates as and when they occur giving you at least one week notice. The appropriate additional time 'your tutor took as holiday' will be added to the 'time completion' of your course *i.e.- if your course has to be completed within 20 weeks and your tutor takes a two week break within this time, your course now has to be completed within 22 weeks.*

21. Recording

Due to copyright, and to respect other participants, the use of audio and/or visual recording is not permitted during any course or workshop.

22. Health & Safety

Students are asked to wear appropriate clothing and footwear to practical classes or workshops. Students who fail to comply with health and safety rules will be unable to participate in practical classes or workshops.

23. Course location

You will be advised of your course/workshop location in your booking confirmation letter. Please be advised that course/workshop locations may occasionally change due to operational reasons.

24. Assignment

Except as set out in condition 12 you may not transfer any of your rights or obligations under these terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these terms to another organisation, but this will not affect your rights under these terms.

25. Data protection

25.1 We will only use the personal information you provide to us to provide the courses, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. We will not pass your data to third parties.

26. General

26.1 If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

26.2 If we fail, at any time while these terms are in force, to insist that you perform any of your obligations under these terms, or if we do not exercise any of our rights or remedies under these terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing. 26.3 A person who is not party to these terms and conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

26.4 These terms and conditions shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.

The London Academy of Fashion & Styling: www.TLAFS.com

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