

EMD UK CIC (EMD Beauty) – Terms and Conditions.

These terms and conditions are applicable when paying ‘cash’ for your training course (not accessing any form of Government funding to cover course fees).

Within these terms and conditions, the following words will, unless otherwise indicated, have the following meanings:

“Enrolment” & “Course Start” means the point at which you are enrolled on your course, this will be the earlier of us providing you a course welcome email with login details or beginning the supply of our related services including but not limited to tutor and student support. Support provided through the enrolment process is not a charged service.

“Working Day” constitutes Monday to Friday, excluding weekends and UK bank holidays.

“Acceptance” means that on purchase of a Course you automatically accept these terms and conditions unless you advise us of your wish to cancel in line with your cancellation rights.

“Training Course” and **“Course”** means the Training Course and related services, including all revisions and updates to such course as we may make from time to time, provided directly by EMD Beauty and chosen by you. The Course specification you will receive is defined on our website and associated materials at the point of Enrolment.

“Enrolment Period” means the period during which we will provide you access to the Training Course and the associated learning materials, tutor support, and online learning platform. Unless otherwise stated the Training Period begins at Course Start.

“Training Materials” means all electronic and/or physical materials provided to you by us as part of the Course including all revisions and updates to such course as we may make from time to time.

'We' and **'us'** means EMD UK CIC (EMD Beauty), who provides the services to you.

'You' and **'your'** means the student receiving the services.

The headings of sections and paragraphs used in this document are inserted for convenience only and shall not be deemed to constitute part of this agreement or to affect the construction thereof. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and unincorporated, associations, partnerships, and individuals.

1. Your acceptance of these Terms and Conditions creates a legally binding agreement between EMD UK CIC, whose registered office is Queensgate House, 23 North Park Road, Harrogate, HG1 5PD, and company number is 07012743, (“EMD UK CIC”, “EMD Beauty”, “we” or “us”) and you in relation to the provision by us to you of a Training Course and related services.

Communications

2. You agree that we may deliver documents to you via electronic means (including, but not limited to email and WhatsApp), and you warrant that the email addresses and phone

number you have provided to us are correct. You may email documents to us at: info@emduk.com or support@emduk.com where appropriate.

3. Communication to us regarding any element of these terms must be via info@emduk.com

To contact our customer services team:

Email: info@emduk.com

We are available by phone:

- 8.30am to 4pm from Monday to Friday

Call us on 01274 945595

WhatsApp us on 07711392524

You can also write to us at our office address:

EMD UK CIC
G5 Woodhead House
Woodhead Road
Birstall
WF17 9TD

4. If your email, telephone number or postal address changes you are required to notify us by contacting a member of our team either on WhatsApp or by email.
5. A document transmitted via:
 - a. post will be deemed as having been delivered on the third day following the day on which it is posted. We cannot guarantee the timely receipt of any post you send to us; and
 - b. a successful email will be deemed as having been delivered from us on the working day immediately following the day on which it is transmitted. We cannot guarantee the timely receipt of emails you send us.

The Services

6. In consideration of the Course fees, we agree to provide the Training Course and associated services for the Enrolment Period. Upon successful completion of the Training Course and if you meet the required standards set out by the relevant awarding body, you will receive a qualification certificate.
7. We reserve the right to refuse enrolment on any of the courses we offer.
8. Unless otherwise stated in your enrolment materials or our website The Training Course must be concluded within the Enrolment period specified at enrolment.
9. A request for access to any element of the Course, including but not limited to online learning platform access, tutor support, or examination re-sits (where applicable) which falls outside of the Enrolment Period will be provided at our discretion only and may result in additional costs to yourself. Additional costs will be notified to you at the time of your request, prior to gaining additional access outside of the Enrolment Period.

10. If you are intending to take leave from your course for a period of 1 month or longer you are required to notify us.
11. In addition to the Training Course, you will receive access to our team for support, advice and guidance during your Enrolment Period. Our team providing support, advice and guidance outside of your Enrolment Period will be provided at our discretion and may result in additional costs to yourself. Additional costs will be notified to you at the time of your request, if the nature of your request for support, advice and/or guidance is deemed a chargeable service, prior to you receiving the services.
12. By proceeding with payment and/or using the Training Course, you are confirming your agreement to EMD UK CIC's Terms and Conditions
13. You agree to use the course and course materials only in accordance with these terms and conditions of use, for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the course.
14. We reserve the right to terminate a learner's access to the course permanently if serious misconduct occurs, including but not limited to harassment, repeated plagiarism, or criminal activity. No refund will be provided in such cases.

Interacting with the course and platform

15. You must not post, send or upload any such content or information:
 - (a) unless you own or have appropriate rights to use the intellectual property rights subsisting in or relating to that content and information and unless you are sure that posting, sending or uploading the same does not infringe the rights (including but not limited to the intellectual property rights) of any other person or organisation;
 - (b) which is or could be considered defamatory, derogatory or in appropriate with regard to EMD UK CIC, its customers or clients or any other person or organisation;
 - (c) which contains any confidential information about EMD UK CIC or another person or organisation (unless you have our permission or that of the other person or organisation);
 - (d) which contains any offensive, obscene or criminal content or any other content which may cause embarrassment to EMD UK CIC, its customers or clients or any other person or organisation; and
 - (e) which contains any personal data about another person including (this list is not exhaustive) names, contact details and sensitive personal data (for example, information about an identified or identifiable individual's mental or physical health, racial or ethnic origin, religious or other beliefs). The ICO website provides more guidance on personal data and sensitive personal data.
16. Additional prohibited behaviour includes (this list is not exhaustive) harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue, and impersonating another person (for example, by using their login details to access the pages of the course which are for registered students only).

17. If you fail to meet the required standards set out by us or the awarding organisation, you will be required to re-submit assessments or re-sit examinations (where applicable). Unless otherwise stated this may result in additional costs to yourself which will be confirmed to you prior to you re-submitting an assessment or undertaking an examination re-sit. The number of re-assessments or examinations may be limited according to industry or awarding organisation standards.
18. We consider the use of AI tools in completing assignments and assessments to constitute plagiarism. We may check your submissions for the use of AI generated content and will not accept those found to be plagiarised, in line with the EMD Malpractice & Maladministration Policy.
19. Refunds are not available for any element of the Training Course – including, but not limited to, tuition, learning materials, examinations, vouchers – which is not utilised within the Training Period (see also below ‘Cancellations’).
20. If for any reason you would like to transfer to a different Course that we offer, you can make a request by contacting our customer service team. We retain the sole discretion whether you may transfer to another Course and retain the right to refuse such requests.
21. If we agree to a course transfer, the total fees owed on the original course will be due even if the new course is of a lower value. Transferring to a different Course may incur an additional cost to yourself.
22. In the event you cannot complete your course within the Training Period due to a substantiated illness or circumstance you may apply for an extension. To qualify for an extension, you must:
 1. have notified us as soon as is reasonably possible.
 2. provide medical evidence in order for us to make fair considerations.
 3. progressed your course in a manner which, prior to your illness or circumstance, displays an intention to complete the Course within the Enrolment Period.

We will assess any extension request on individual circumstances and, at our reasonable discretion, may offer an extension to the Enrolment Period or an alternative method of support.

Extensions due to illness or personal circumstance cannot be guaranteed and may be offered with an additional cost to yourself should extending result in additional costs for EMD UK CIC.

23. We are unable to consider refunds if a pre-existing health condition prevents you from completing the Course in part or whole.
24. We design our courses to meet the needs of employers, other training providers (such as colleges or other private training providers) and universities respectively, but we can make no guarantee in respect of an individual employer or university accepting a given Course or qualification. Employers, other training providers and universities will stipulate their own entry requirements, over which EMD UK CIC bears no control or influence over.
25. Qualifications which are certified on the Regulated Qualifications Framework (RQF) may not be recognised in Scotland the same way as in England, Wales, and Northern Ireland. It is your responsibility to ensure you choose a qualification which meets your needs.

26. Due to internal and external quality assurance processes (EMD UK CIC and the relevant Awarding Organisations), certificates may take up to 4 weeks to be received by us. Generally, the process of receiving certificates is quicker than this. When certificates are received by us, you will be contacted as soon as possible and certificates distributed.
27. Where qualification certificates are provided as eCertificates, printed certificates may be available for a fee. eCertificates are distributed to you via the email address you have provided.
28. Where qualification certificates are provided as a printed certificate, a copy will be taken by us and held on our records, and the certificate will be distributed to you by post to the address you have provided.

Practical Training

29. All outstanding Course fees must be paid in full at least one month before your practical training is due to start.
30. Any physical materials offered free with the course will be given to you on the first day of your practical training.
31. For any placements which require physical attendance we reserve the right to change the location, date, and time up to 7 days before the attendance date. We do not accept liability for travel or accommodation costs under any circumstances. We recommend booking refundable travel or accommodation where required.
32. We reserve the right to change our placement suppliers and partners at any time.

Course Supply, Updates and Availability

33. Courses with E-Learning elements will take place via an online learning platform. We reserve the right to change that platform at any time in which case we will not incur any additional liability to you. It is your responsibility to ensure you have the required online computer/device access to enable you to meet the requirements of the course.
34. Whilst we make up-most efforts to ensure the accuracy of the Training Materials, we do not represent, warrant, or guarantee that the Training Materials will be completely error free. In circumstances where you discover an error or inaccuracy in the content contained in the Training Materials and/ or the Learning Platform please notify us at the earliest opportunity.
35. Due to the nature and timeline of education, Training Materials and/or Practical Lessons may require updating at any time to ensure compliance with industry best practice and awarding organisation requirements. If any changes are made to your course, we will aim to inform you as soon as reasonably possible but will not incur any additional liability to you.
36. We may change the course:
 - (a) to reflect changes in relevant laws and regulatory requirements.
 - (b) to implement minor technical adjustments and improvements, for example to address a software security threat. These changes will not affect your experience of the course.
 - (c) to update the course structure, content or syllabus in accordance with what we in our judgment consider to be best practice.

We may have to suspend the supply of a course to:

- (d) deal with technical problems or make technical changes
 - (e) update the course to reflect changes in relevant laws and regulatory requirements
 - (f) make changes to the course as requested by you or notified by us to you.
37. If we have to suspend the supply of your course for a period of more than 4 weeks, we will contact you in advance to tell you, unless the problem is urgent or an emergency. In such cases, the timescale you are given to complete your course will be extended.
38. In the circumstance a unit or exam is due to be retired by us or an external vendor we will aim to inform you as soon as is reasonably possible the deadline for completion but will not incur any additional liability to you. If available, we will inform you of the option to take up an updated version of said unit or exam, which may incur a cost to yourself.
39. We reserve the right to change our delivery partners, suppliers, awarding organisations and accreditation bodies at any time. Where we make such changes, we will use best efforts to ensure the educational outcomes of your course are unaffected.
40. We may stop supplying the course at any time if:
- (a) you do not meet our criteria for levels of English language competence
 - (b) you disrupt a course or are abusive to tutors or other students
 - (c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the courses, for example, your prior qualifications
 - (d) you do not, within a reasonable time, allow us to deliver the courses to you or collect them from us
 - (e) you do not make payment when it is due

Refunds are not available for any of the circumstances a – e listed above.

Appeals

41. You have a right to appeal the outcome of an exam or assessment on the grounds that you do not agree with the decision made by the Assessor/Tutor/ Marker, or that the assessment procedures have not been followed correctly. If you wish to appeal, please contact our team within five days of receiving notification of the grade or outcome of your assessment. Your appeal will follow EMD UK CIC's Assessment Appeals Policy and Procedure.

A copy of the Appeals Policy and Procedure is available at <https://emdbeauty.com/policies-legal>

Cancellation

42. If you have purchased an EMD UK CIC course, you have a legal right to change your mind about the course purchased and receive a refund.

The deadline for changing your mind.

43. You may change your mind about a course and wish to cancel your purchase of the course no later than 14 calendar days after the day you receive your welcome email and login details.

This is called the "Cooling-off Period".

Exceptions (when you lose your 14 day right to cancel):

- If, during the 14 day Cooling-off Period, you have fully completed the course, regardless of the outcome of your assessment/examination, you will no longer be entitled to request and receive a refund.
- If, during the 14 day Cooling-off period, you have downloaded and/or accessed all of the course materials, regardless of having submitted work for assessment/examination or not, you will no longer be entitled to request and receive a refund.
- If, during the 14 day Cooling-off Period, you have made significant progress through your course, been formally assessed or sat an exam, EMD UK CIC retain the right to offer a partial refund – in this case, your request will be dealt with on an individual basis.

How to let us know

44. To let us know you want to change your mind, you are required to inform our team directly, in writing by email – info@emduk.com

When and how we refund you

45. We will refund you as soon as is reasonably possible and within 30 days of your cancellation request being accepted and processed. We will refund you by the method you used for payment. We do not charge a fee for the refund.
46. Cancellation after the Cooling-off Period. Once the Cooling-off Period has expired, you no longer have a legal right to cancel the course and receive a refund. However, in the event you wish to cancel outside the Cooling-off Period, please contact the team by emailing info@emduk.com. EMD UK CIC retain the right to refuse your cancellation request without reason.
47. As part of the cancellation process you may be required to confirm details needed to process your refund. Should you fail to confirm these details within 30 days of your refund request being approved, your refund will be cancelled.

Training Materials

48. Various Training Materials will be supplied to you on the Course which you may retain under a non-exclusive, non-transferable licence subject to the following provisions.
49. You acknowledge that all copyright and intellectual property rights in the Training Materials anywhere in the world belong to EMD UK CIC. The rights in the Training Materials are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials other than the right to use them in accordance with these Terms and Conditions.
50. You may:
1. in respect of Training Materials supplied by us in physical form, receive and possess the Training Materials associated with the relevant Training Course purchased and use such Training Materials.
 2. in respect of Training Materials made available to you by us in electronic form, download, or otherwise access, and use such Training Materials for the purposes of completing the associated course and for your subsequent revision purposes.
51. Except as expressly set out in these Terms and Conditions you undertake:

1. not copy the Training Materials except where such copying is necessary for the purposes of completing the Course.
2. not to rent, sub-license, loan, transfer, send, distribute, email, upload to social media platforms, host or translate the Training Materials.
3. not to alter, or modify, the whole or any part of the Training Materials, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials.
4. not to provide or otherwise make available the Training Materials in whole or in part, in any form to any person or business without prior written consent from EMD UK CIC.

Disclaimer of Warranties and Limitation of Liability

52. We warrant that we will carry out the service to you with a reasonable level of care and skill.
53. Nothing in these Terms and Conditions shall exclude liability for fraud, or for death or personal injury caused by negligence, or any other liability to the extent that it may not be excluded or limited by law.
54. We do not guarantee that:
 - a) use of the course platform will be compatible with all hardware and software,
 - b) use of the course platform will be uninterrupted or error or virus free,
 - c) use of the course platform will deliver any specific outcome for its users, or
 - d) defects on the course platform will be corrected (save for those defects which GA is obliged to correct by law).
55. You must take appropriate steps to ensure that you regularly check for and protect against viruses when using the course platform on any device.
56. We shall not be liable under, or in connection with, these Terms and Conditions or any collateral contract for:
 1. loss of income.
 2. loss of business profits or contracts.
 3. business interruption.
 4. loss of the use of money or anticipated savings.
 5. loss of information.
 6. loss of opportunity, goodwill, or reputation.
 7. loss of, damage to or corruption of data.
 8. any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
57. Our maximum aggregate liability under or in connection with these Terms and Conditions, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to the sum paid by you to us.

58. Education by its nature changes over time. As a result, we will not incur any liability if your Course changes or is no longer available due to any effect of:

1. the awarding or accrediting organisations.
2. any widespread change in the industry relating to the Course you are undertaking.
3. business interruption.
4. a change in law/legislation/regulation.
5. any material change, caused by a third party, in our ability to deliver the Course to you which could not have been reasonably foreseen by ourselves.

59. These Terms and Conditions set out the full extent of our obligations and liabilities in respect of the supply of the Course and Training Materials. There are no conditions, warranties, representations, or other terms, express or implied, that are binding on EMD UK CIC except as specifically stated.

60. You will defend, indemnify and hold harmless us, our affiliates and our officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by you of these terms and conditions.

61. EMD UK CIC, including all employees, contractors, and suppliers, are not qualified to provide you with health advice. If you require any such advice in relation to your Course, we recommend you seek the advice of a health professional. Any holistic health related information we do provide should be treated as information only and not advice or a replacement for professional health care.

Transfer of Rights

62. These Terms and Conditions are binding on you and us, and on our respective successors and assigns.

63. You may not transfer, assign, charge or otherwise dispose of these Terms and Conditions, or any of your rights or obligations arising under them, without our prior written consent.

64. We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms and Conditions, or any of our rights or obligations arising under them, at any time.

Payment

65. All outstanding debts or Course fees due to us must be made in full before any Course can be considered as complete and therefore eligible for the issuing of certificates or qualifications.

Defaulting or failing to repay your Course Fees

Defaulting on this agreement may have severe consequences and could lead to you incurring any reasonable costs which we incur (including both administration costs and debt recovery costs), because you failed to meet the terms and conditions of this agreement:

66.

1. If you are having trouble paying your bill or meeting your payments, you should contact us immediately on 01274 945595, to discuss ways we can help and the repayment options available to you.
2. If you miss your scheduled payments we may use third-party agents, for example Debt Collection Agencies such as UK Search Limited (<https://www.uksearchlimited.com>), and High Court Enforcement companies, to recover any debt due to us, or to discuss the need to increase your regular instalment. We may also, apply for and register a default against your/your address. This could make obtaining credit in the future more difficult.
3. We may use a Credit Reference agency to review information held, this will help us choose the correct way in which we collect any outstanding debt from you. This can include any financial statement or assessment which has been provided by you to us.

Instalment Credit

67. If you have chosen to pay for the Course using instalment credit (discussed on an individual basis and instalment details specified on your invoice for payment) you have agreed to pay the instalments promptly on the dates specified in the agreement, irrespective of the speed at which you are studying. If you are issued with a new debit/credit card, please notify us as soon as possible so that we can update our records.
68. If you are paying by instalment credit and your card is declined or you miss a due payment for any reason, we will notify you by email and your Course account will be locked until your overdue payments have been made.

Complaints and Dispute Resolution

69. If you want to make a complaint about us, please contact our team. We will endeavour to capture and record your complaint at the earliest opportunity. However, for us to guarantee receipt and ensure a timely response, you must communicate your complaint via the method outlined. Should the complaint not be resolved on contacting our team, you will be required to put the complaint in writing to info@emduk.com
70. We will acknowledge receipt of your complaint within 5 days, and we will try to resolve your complaint quickly and, where possible, within 10 days. We will keep you regularly informed of the progress of your complaint.

You may wish to consider contacting Citizens Advice. The Citizens Advice consumer service provides free, confidential, and impartial advice on consumer issues. Visit www.adviceguide.org.uk or call the Citizens Advice consumer helpline on 03454 04 05 06.

71. You may view the complaints procedure online here - <https://emdbeauty.com/policies-legal>

Data Protection

72. We are registered as a Data Controller with the Information Commissioners Office (ICO).
Registered reference: ZB527253.

73. We are committed to protecting your privacy and keeping your personal information secure. The lawful basis for most of our activity as a Data Controller will be driven by the mutual intent to create and fulfil a contract with our you, which will include a reasonable period during which there is relevant contact and marketing activity. There may be times when there is intent, but a contract is not created with you, and we may still process personal information for marketing purposes within a reasonable period.
74. We will only request and store the personal information we require to:
1. provide you with our products and services, including those you may be interested in, or where we are legally obliged.
 2. request and store special category personal information, including health and financial information, when you request a related service or where we are legally obliged.
 3. share information with third parties as set out within our Privacy policy.
 4. use personal information provided to us in accordance with our Privacy policy.
75. We will keep personal information confidential and secure, in accordance with regulatory and legal frameworks.
76. We will only share your information with third parties:
1. to fulfil our contract for product and service delivery.
 2. to service and administer financial agreements.
 3. where you have opted in to receive marketing material from us and/or our third parties.
 4. if you have agreed (verbally or in writing) to EMD UK CIC sharing your data with other trusted organisations for the purposes of your progression within the education or employment fields.
77. Your data may also be used for other purposes for which you give your permission or when required by law.
78. You have the right to request details of any personal information we hold about you or to withdraw consent to use your personal information in full or in part. For either request contact our team on info@emduk.com
79. Our full Privacy Policy can be found: <https://emdbeauty.com/policies-legal> You may request a copy of the Privacy Policy on a durable medium at any time.

Copyright

80. All copyright and other intellectual property rights relating to the course materials are either owned by or licensed to us. This includes copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) and all content located on the website, course platform and any published materials. Copying, adaptation or any other use of all or any part of materials without our express permission is strictly prohibited.

81. You must read these intellectual property rights as being subject to any restrictions on use applying to any materials or content on the platform including (this list is not exhaustive) photographic images, videos and text whether directly on a page of the course or contained in a document (e.g. a pdf) accessible from a page of the course) (“Materials”) or part of them such as video and photographic images which are subject to the special restrictions set out in the Creative Commons Licence (“Special Restrictions”).
82. Unless specifically stated in a Creative Commons licence which may be attached to some EMD course content (“Creative Commons Licence”), you may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use the content in any way except for your own personal, non-commercial use.
83. Please read the Creative Commons licence in full before downloading or otherwise making use of GA course content. If you do not agree to be bound by the Creative Commons Licence or any Special Restriction then you must not use EMD materials made available under these terms.
84. Addresses of or links to other websites may appear on the course platform and in the course content for your convenience. EMD UK CIC does not operate or monitor other websites and we accept no responsibility or liability for the content of other websites. Any link is not intended to be, nor should be construed as, an endorsement of any kind by us of another website. Should we link to other websites we will try to make it as clear as possible that you are leaving the site. It is your responsibility to check the terms and conditions and privacy policy on any other website that you visit.

Force Majeure

85. EMD UK CIC will be excused from performance for any period during which, and to the extent that, it or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, communication line failures, telecommunication network failures and power failures.

Entire Agreement, Validity and Governing

86. These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the purchase of the Course and related services and supersede any prior agreement, understanding or arrangement between us, whether verbally or in writing.
87. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision shall not be affected.
88. None of the conditions or provisions of this Agreement shall be held to have been waived by either party, except in writing signed by a duly authorised officer or representative of each party. The waiver by either party of any right hereunder or the failure to enforce at any time

any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

89. These Terms and Conditions are governed by the laws of England & Wales and the parties submit to exclusive jurisdiction of the courts of the UK.
90. If the whole, or any part, of any clause(s) of this Agreement is or becomes invalid for any reason, that invalidity shall not affect the validity of any other provision.
91. Your agreement to these Terms and Conditions is confirmed by you making payment in full, or making your first payment of any pre-agreed instalment arrangement, for any purchased course or other service provided by EMD UK CIC.