

**GLOBALSTEP LIMITED
TEST ACADEMY
TERMS AND CONDITIONS**

1 ABOUT THESE TERMS

- 1.1 These terms and conditions and the documents referred to in it ("Terms") set out the terms and conditions of the contract ("Contract") which you will have with GlobalStep Ltd ("GlobalStep", "we", "our") if we grant you a place on the Test Academy course ("Course").
- 1.2 We are a company registered in England and Wales. Our company registration number is 11604559 and our registered office at 2nd Floor Interpower House, Windsor Way, Aldershot, Hampshire GU11 1JG. Our VAT number is 307040939.
- 1.3 If we grant you a place on the Course, you will be asked to sign to confirm your acceptance of these Terms where indicated below. Please note, if you are aged under 18 years old, your parent or legal guardian will need to countersign these Terms.
- 1.4 **Please read these Terms carefully before you complete the application form. In particular, please note the rights to cancel in clause 6 and our limitation of liability to you in clause 9.** If you do not understand any part of this document, then please contact us to discuss before submitting your application form.
- 1.5 We have the right to revise and amend these Terms from time to time and will give you prior notice of any changes to our Terms.

2 ACCEPTING YOU ONTO THE COURSE

- 2.1 We can decide (at our sole discretion) whether or not to accept your application and grant you a place on the Course.
- 2.2 If we grant you a place on the Course, we will notify you in writing. Your place on the Course will be conditional upon you:
- 2.2.1 paying us the Fee in accordance with clause 3; and
- 2.2.2 providing us with the following promptly upon request:
- (a) photo identification;
 - (b) proof of address;
 - (c) proof of right to study in the United Kingdom; and
 - (d) any and all other information we may require for the purposes of admitting you to and delivering the Course.
- 2.3 If you do not comply with clause 2.2, we may:
- 2.3.1 refuse you admission to the Course; and
- 2.3.2 terminate the Contract with you immediately on written notice.

3 PAYMENT

- 3.1 The Course fee will be £1,850 including VAT ("Fee"). £850 deposit to secure your place and the second instalment of £1000 one month prior to the course starting.
- 3.2 If we grant you a place on the Course, an invoice will be issued to you with details of how to pay.
- 3.3 You must pay us the Fee in full by no later than the due date set out in the invoice.

- 3.4 All amounts payable under the Contract are inclusive of VAT, which you will pay wherever relevant at the rate and in the manner from time to time prescribed by law.

4 YOUR OBLIGATIONS TO US

- 4.1 If we grant you a place on the Course, you agree that you will:
- 4.1.1 enrol at the start of the Course and attend the Course in full (subject to any authorised absences);
 - 4.1.2 comply with these Terms and our policies as amended from time to time. This includes policies which you can find attached;
 - 4.1.3 comply with the reasonable requests and instructions of our staff, authorised contractors and agents, including in relation to health and safety;
 - 4.1.4 comply with all requirements imposed by law, regulation or judicial order at any time and not engage in criminal behaviour;
 - 4.1.5 submit your own work and not plagiarise the work of others;
 - 4.1.6 behave appropriately at all times and in such a manner as not to:
 - (a) harass, cause a nuisance, injury or damage to other persons (in particular, other students, our employees, contractors, agents and any visitors) or to any of our property;
 - (b) impede or prevent the provision of the Course; or
 - (c) cause damage to our reputation;
 - 4.1.7 inform us and keep us informed of:
 - (a) any criminal charges pending against you and any criminal convictions;
 - (b) any medical condition (including pregnancy) and any health care or medical procedures you may require during the course, if this may affect your ability to complete the course or require us to make reasonable adjustments.
 - (c) any changes to the personal information (including your home address, telephone numbers and next of kin) provided in your application form.
- 4.2 You confirm that:
- 4.2.1 all the information provided in your application and any induction forms is complete, up-to-date and accurate in all respects; and
 - 4.2.2 you are entitled to study in the United Kingdom without any additional approvals and will notify us immediately if you cease to be so entitled during the Course.
- 4.3 If you fail to comply with any of your obligations under clauses 4.1 and 4.2 we may at our discretion:
- 4.3.1 notify you (and your parent or legal guardian if you are under 18) of such failure and where appropriate arrange a meeting with you (and your parent or legal guardian if you are under 18); and/ or
 - 4.3.2 if your breach is serious or persistent, dismiss you with immediate effect from the Course and terminate the Contract immediately on written notice.

5 OUR OBLIGATIONS TO YOU

- 5.1 We will provide the Course with reasonable care and skill.
- 5.2 Although the Course start and end dates are not expected to change, we reserve the right to change the Course dates, modify Course content, cancel the Course, change tutors and locations from the published timetables for reasons such as non-availability of venues,

insufficient take-up of the relevant Course, and sickness or other absence of tutors. We will give you as much notice and explanation of any such change as is reasonably possible.

5.3 Participation in or completion of the Course is not a guarantee of employment or other future engagement by us or any third party.

6 YOUR RIGHT TO END THE CONTRACT

Rights to end the Contract because of something we have done

6.1 You may cancel the Contract at any time because of something we have done wrong or failed to do under the Contract which gives you a legal right to end the Contract (for example a material breach of our obligation to supply the Course with reasonable care and skill).

6.2 If you want to end the Contract in the circumstances set out in clause 6.1, you must notify us in accordance with clause 6.11.

Right to change your mind

6.3 You may change your mind and cancel the Contract at any time within 14 days after the date we notified you of acceptance in accordance with clause 2.2. This is referred to as the “Cancellation Period” in these Terms.

6.4 To exercise your right you must notify us within the Cancellation Period in accordance with clause 6.11. Your cancellation is effective from the date you notify us that you wish to cancel.

6.5 If you cancel within the Cancellation Period, you will receive a refund of the fees paid for the Course.

Important please read

6.6 Please note that if the Course is due to start before the end of the Cancellation Period and you subsequently exercise your right to cancel:

6.6.1 we may deduct from any refund or charge the fee for any parts of the Course already delivered during the Cancellation Period up until the date you exercised your right to cancel; and

6.6.2 any such deduction will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

6.7 Any reimbursement due to you because you have exercised your right to change your mind will be made no later than 14 days after the date you notify us that you wish to cancel and will be made using the same method you used for payment unless you expressly agree otherwise.

Ending the Contract after the Cancellation Period where we are not at fault

6.8 If you wish to cancel or terminate the Contract after the expiry of the Cancellation Period (see clause 6.3) and we are not at fault, you will not automatically be eligible for any refund of the Fees.

6.9 If you want to end the Contract in the circumstances set out in clause 6.8 you must notify us in accordance with clause 6.11. The Contract will not end until 28 days (“Notice Period”) after the day you notify us that you wish to cancel us unless otherwise agreed.

6.10 The proportion of the fees refunded to you (if any) will take into account:

6.10.1 your reasons for wishing to cancel;

6.10.2 whether we are able to accept another student on the Course in your place;

6.10.3 losses we may suffer as a result of you ending the Contract (this amount may take into account loss of revenues and costs incurred by us).

How to end the Contract

- 6.11 If you wish to end the Contract you can do so by any of the following:
- 6.11.1 by emailing info.academy@globalstep.com ;
 - 6.11.2 by writing to GlobalStep Ltd, 2nd Floor Interpower House, Windsor Way, Aldershot, Hampshire GU11 1JG; or
 - 6.11.3 by either printing off and posting, or by emailing, to the email or postal address set out above our cancellation form a copy of which is attached to these Terms.
- 6.12 You may wish to keep a copy of your cancellation notification for your own records.

7 OUR RIGHT TO END THE CONTRACT

- 7.1 If we cancel or terminate the Contract in accordance with these Terms because you have broken the Contract (see clause 4.3), we reserve the right not to refund the Fee and to receive compensation for any loss or damage suffered as a result of such breach.
- 7.2 If we need to cancel the Course otherwise (see clause 5.2), we will give you as much notice and explanation of any such change as is reasonably possible and will refund any sums you have paid in advance for elements of the Course which will not be provided or replaced.

8 HOW WE USE YOUR PERSONAL INFORMATION

We will only use your personal information in accordance with our Privacy Policy, a copy of which is attached. Please take the time to read this.

9 OUR LIABILITY

- 9.1 We are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we grant you a place on the Course.
- 9.2 We only provide the Course for domestic and private use and therefore we will not have any liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 9.3 We do not in any way exclude or limit our liability to you for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or in any other circumstances where it would be unlawful to do so.
- 9.4 If we or any of our third party partners provide any other services to you during or at the end of the Course, separate terms and conditions will apply to those services.

10 EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an event outside our control (including but not limited to strikes, fire, storm, flood or other natural disaster, or failure of electricity or telecommunications networks).
- 10.2 If we are unable to perform our obligations to you as a result of any event outside our control we will contact you as soon as reasonably possible and we will take steps to minimise the

effect of any delay. Provided we do this, our obligations to you shall be suspended for the duration of the event outside our control and we will not be liable for any delay caused by the event.

11 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 11.1 All intellectual property rights in any course materials and other documents or items that we provide to you in connection with the Course is and shall remain owned by us, or our licensors, absolutely.
- 11.2 You may not divulge such materials, documents or other items to any third party or make any use of them (other than for the purposes of the Course) or use them for any commercial purpose without our written consent.

12 COMPLAINTS

If you have any complaints about the Course you should make reference to our Complaints and Appeals Policy and Practice, which you can find attached.

13 OTHER IMPORTANT TERMS

- 13.1 This Contract is between you (your parent or legal guardian if you are under 18 years old) and us. No other person shall have any rights to enforce any of its terms.
- 13.2 We may transfer our rights and obligations under the Contract with you to another organisation. We will tell you in writing if this happens and we will ensure this does not affect your rights under the Contract. You must not transfer any of your rights and obligations under the Contract unless we agree.
- 13.3 Each clause of these Terms is separate and if any court or relevant authority decides that any of them are unlawful or unenforceable, the other clauses will remain in full force and effect.
- 13.4 If we do not insist that you perform any of your obligations under the Contract, or where we do not enforce or where we delay enforcing our rights, that will not mean that we have waived our rights nor that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.5 This Contract is governed by English law and the English courts shall have non-exclusive jurisdiction to hear any dispute or claim arising out of or in connection with the Contract. This means you may bring a claim to enforce your consumer protection rights in connection with the Contract in England or if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 13.6 In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform available [here](#).

14 CONTACT US

If you have any questions about us, the Contract or the Course, please do not hesitate to contact us at:

GlobalStep Ltd
2nd Floor Interpower House
Windsor Way
Aldershot
Hampshire GU11 1JG

Telephone: 01252 345850
Email: info.academy@globalstep.com

I agree to be bound by and abide by these Terms

Signed by student: [Insert name]

I, the parent/ legal guardian of the above-named student, countersign these Terms as his/ her guarantor:

Signed by parent/ legal guardian: [Insert name]



Model Cancellation Form

To: GlobalStep Ltd, 2nd Floor Interpower House, Windsor Way, Aldershot, Hampshire GU11 1JG

I hereby give notice that I wish to withdraw from the GlobalStep Test Academy Course and cancel my Contract with GlobalStep Ltd.

Applied on

Name of student.....

Address of student.....

Signature of student.....

Signature of parent/ legal guardian (if student is under 18).....

Date.....