Terms for the Purchase of Online and Taught Courses

These terms and conditions apply to Services provided by SMASHING Education which is part of PR Healthcare Ltd, registered in the England (company number 12774460).

You may contact us on info@smashingeducation.com

These terms and conditions are in addition to Website Disclaimers and apply to the sale of any Online Course and/or Taught Course. Please read these terms and conditions carefully before purchasing an Online Course and/or Taught Course and print off a copy for your records.

If there is any conflict between our Website Disclaimer, these terms and conditions and any Course Specific Terms and Conditions which might apply to a specific Online Course or Taught Course then the conflict shall be resolved by applying the following order of priority:

1. Course Specific Terms and Conditions;
2. These Terms for the Purchase of Online and Taught Courses;
3. Website Disclaimers.

For purchases via our website, by clicking on the "Pay now" button you agree to the terms of this agreement which will bind you. If you do not agree to these terms and conditions you must cease to continue to purchase any Services from us.

1. Definitions

"Confidential Information" means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, delegates, suppliers, finances and other areas of the other party's business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

"PR Healthcare Ltd" is the legal entity for SMASHING Education.

"Course pack/ Course Materials" means the information provided by SMASHING Education to accompany a course provided as part of the Services in hard copy or electronic form.

"Fees" means the fees paid by you to SMASHING Education for the Services.

"Intellectual Property Rights" means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights

in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Online Course” means the delivery by us of an online course pursuant to which you learn course materials remotely.

“Services” means the provision of the Online Course and/or the Taught Course and/or the Course Materials together with such other services as agreed from time to time and purchased by you through the Website or by telephone.

“Taught Course” means a course taught by us in a classroom setting to which you attend in person.

“Website” means www.smashingeducation.com

“You” means the individual purchasing the Services.

2. The Services

2.1. A description of the Services together with the dates on which the Services will begin are available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3 We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

3. Ordering Services

Purchasing Services via the Website

3.1. In order to purchase any of the Services on-line or taught, you must pay in advance via the website.

3.2. When you place an order for a Service via the Website, you are offering to purchase the Services on these terms and conditions. SMASHING Education reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.4 below.

3.3. Following receipt by us of your order for Services via the Website we will contact you confirming receipt of your order.

3.4. A legally binding agreement between us and you shall come into existence when we have :
(a) accepted your offer to purchase Services from us by sending you an email confirming the purchase; and
(b) received payment of the relevant Fees from you in accordance with clause 5 below.

3.6. Where your order consists of multiple online courses or multiple taught courses, each individual course will be treated by us as a separate offer to purchase. Acceptance of your offer to buy one or more courses will not be acceptance by us of your offer to purchase any other courses which make up your order.

3.7. SMASHING Education does not and is not responsible for booking any examination with any professional body or examination board. It is your responsibility to ensure that you book prior to the relevant closing date any exam necessary that you wish to take and which may or may not be associated with the subject matter of the Services provided to you by SMASHING Education.

4. Cancellation, Refunds and Variations

4.1. If you have purchased an Online Course or Taught course and have already attended part and or accessed, all or part of the Online / Taught Course and/or started to use that Online/ Taught Course then you shall have no right to cancel your order or request a partial or full refund.

4.2. Notwithstanding clause 4.1 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 SMASHING Education.

4.3. For all cancelation, notice must be sent to info@smashingeducation.com

4.4. No refund will be issued if cancelation notice is less than 6 weeks from the start date of the course.

4.5. Refunds will only be issued where cancelation notice is more than 6 weeks from the start date of the course. However, this will incur an administrative fee of 20% which will be deducted from the total fee paid.

4.6 Refunds will not be issued after the start date of the Online or Taught course.

5. Fees

5.1. The Fees for the Services shall be as set out on the Website at the time you placed an order for them.

5.2. Unless otherwise specified at the time you purchase the Services the Fees are exclusive of VAT or other local taxes. Each of these costs will be set out on the Website prior to your purchase of the Services.

5.3. All Fees shall be exclusive of any amounts payable to any professional body for registration and examination entry. These are payable by you directly to the relevant professional body or examination board and we accept no responsibility or liability for your failure to book your exam with the relevant professional body or examination.

5.4. Fees for the Service selected by you on the Website shall be debited from your credit / debit card at the time of purchase. Fees must be paid in full prior to you attending any Taught Course or accessing any Online Course.

5.5. Any fees charged by your debit or credit card provider in connection with your purchase of Services are for your own account and SMASHING Education shall not be responsible for these.

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

6. Liability

6.1. No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice.

6.2. Although, SMASHING Education aims to provide the Services to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance by Delegate on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

6.3. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services. Subject to clause 6.5 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6.4. Subject to clause 6.5 below, SMASHING Education total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant Online Course or Taught Course in relation to which a dispute has arisen.

6.5. Nothing in this Agreement shall exclude or limit SMASHING Education liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.

6.6. SMASHING Education shall have no responsibility or liability for loss or damage to your personal property, or any injury to you (financial or otherwise), caused by another delegate(s) or by any person(s) who is not our employee or authorised representative. You may wish, therefore, to insure your personal property.

6.7. SMASHING Education will not be liable to you, in any manner whatsoever, for any failure or delay, or for the consequences of any failure or delay, in performance of any contract with you, if it is due to any event beyond our reasonable control including, but not limited to:

a. Strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party);

b. Acts of God;

c. Pandemic, quarantine or widespread illness (whether affecting our staff and/or delegate body or otherwise);

d. Governmental requisitioning, emergency planning or provision;

e. War, protests, fire, flood, storm, tempest, explosion;

f. An actual, suspected or threatened act of terrorism;

g. Riot;

h. Civil commotion;

i. National emergencies;

j. Breakdown of plant or machinery;

k. Actions or defaults of placement providers; or

l. Default of suppliers or sub-contractors.

Each of the provisions above is separate and severable. Accordingly, if any court or body or authority of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect. In all such incidences reasonable steps will be taken to minimise the disruption to our services and any adverse impact to you.

6.8. SMASHING Education will be liable to you for any loss or damage you suffer that is a foreseeable result of our breach of this agreement or if we fail to carry out

our obligations under these terms and conditions to a reasonable standard, but not to the extent that any such failure is attributable to your own fault or the fault of a third party that is not within our control. SMASHING Education will not be liable for loss or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of these terms and conditions or if they were contemplated by you and us at the time we entered into this agreement.

7. Intellectual Property

7.1. All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers at the Taught Courses are, and remain, the intellectual property of SMASHING Education or its licensors, whether adapted, written for or customised for the Delegate or not.

7.2. You are not authorised to:-

(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;

(ii) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given

(iii) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;

(iv) remove any copyright or other notice of SMASHING Education on the Course Materials;

(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

7.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive licence to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course and / or attending the Taught Course.

8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions.

9. Termination

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

a. fail to pay when due your Fees;
b. act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of SMASHING Education, any teacher or lecturer who provides the Taught Courses or any delegate who attends any Taught Course;
c. 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;
d. steal or act in fraudulent or deceitful manner towards us or our employees or any other delegates who may be on our premises or attending our Taught Courses;
e. intentionally or recklessly damage our property or the property of our employees or other delegates attending our premises;
f. are intoxicated through alcohol or illegal drugs while on our premises;
g. commit any criminal offence committed on our premises or where the victim is our employee or delegate;
h. are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

10. Assignment

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

11. Entire Agreement

These terms and conditions, together with the Website Disclaimers and Course Specific Terms and Conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. Food and drink

During the course, all food and drinks provided by SMASHING Education will be via a 3rd party vendor. It is your responsibility to ensure that all food and drinks consumed are suitable for your dietary requirements. It is your responsibility to complete the course registration form accurately specifying any dietary requirements. Therefore, SMASHING Education will not be held liable.

13. Assignment

We may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion.

14. Data Protection

14.1 The nature of the Services provided by SMASHING Education means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.

14.2 When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Services you have purchased and otherwise as required during the normal provision of the course.

14.3 We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and provide you with communications. We will not pass any personal data onto anyone outside of SMASHING Education.

14.3 To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the Website you visit.

14.4. We use information such as your User ID, session identifiers and password to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

14.5. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

14.6. SMASHING Education endeavour to take all reasonable steps to protect your personal Data including the use of encryption technology but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of

being and transacting on-line over the internet and will not hold us responsible for any breach of security.

14.7. SMASHING Education may supplement the information that you provide with information we receive from third parties, such as exam registration bodies or your employer.

14.8. If you wish to change or update the data we hold about you, please e-mail **info@smashingeducation.com**

15. 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.

16. Notices

You can contact us by email: **info@smashingeducation.com**

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