

EMMA KEARNEY

ACADEMY & SALON

TERMS AND CONDITIONS

Effective Date: 27/01/26

1. Booking & Contract Formation

By booking a course and paying a deposit, the student enters into a legally binding contract with the Academy

A course place is not confirmed until the required deposit has been received. These Terms & Conditions apply to all bookings and take precedence over any other communications.

2. Deposits & Payments

All courses require a non-refundable deposit to secure a place. Deposits represent a genuine pre-estimate of administrative and business costs and are therefore non-refundable.

Deposits may be transferred once only, at the Academy's discretion, to an alternative course date provided that:

- A minimum of 10 working days' written notice is given, and
- An alternative date is available.

Failure to provide the required notice will result in forfeiture of the deposit. Deposits are non-transferable to another individual unless agreed in writing by the Academy.

Any remaining balance must be paid in full before the course start date unless otherwise agreed in writing.

3. Rescheduling & Cancellations by Students

Students must provide a minimum of 10 working days' written notice to request any reschedule.

Reschedule requests made with less than 10 working days' notice will not be accepted.

Failure to attend, late arrival, or early departure will be treated as a no-show, and no refund or transfer will be offered.

Once training has commenced, no refunds or transfers will be issued under any circumstances.

4. Cooling-Off Period (Distance Sales)

Where a course is booked online, by phone, or without face-to-face contact, students have a 14-day cooling-off period in accordance with the Consumer Contracts Regulations 2013.

By booking a course, the student expressly agrees that training may begin within the 14-day cooling-off period.

For the purposes of these Terms, training is deemed to have commenced when any course content or intellectual property is made available, including but not limited to:

- Training manuals
- Workbooks or guides
- Online learning portals
- Digital downloads
- Physical manuals or materials posted to the student

Where intellectual property or course materials are issued, dispatched, or made accessible prior to the practical or in-person training date, this will constitute the start of the course.

Once training has commenced:

- The cooling-off right is waived, and
- No refunds will be due, and
- Deposits remain non-refundable.

Cooling-off rights do not apply to courses booked within 14 days of the start date.

5. Course Changes or Cancellations by the Academy

The Academy reserves the right to:

- Reschedule course dates

- Change course times, trainers, content, or locations
- Cancel a course due to circumstances beyond reasonable control

If the Academy cancels a course, students will be offered:

- A transfer to an alternative date, or
- A refund of fees paid excluding the non-refundable deposit, unless otherwise required by law.

The Academy is not liable for any consequential losses, including travel, accommodation, childcare, or loss of earnings.

6. Refund Policy

Refunds will not be issued for:

- Change of mind after the cooling-off period
- Failure to attend or complete the course
- Partial attendance
- Personal dissatisfaction where the course is delivered as described

Nothing in these Terms affects a student's statutory rights under UK consumer law.

7. Student Conduct & Removal

Students must behave professionally and comply with all safety, hygiene, and conduct requirements.

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The Academy reserves the right to refuse training or remove a student without refund if they:

- Disrupt learning
- Fail to follow safety or hygiene procedures
- Harass staff or other students
- Attend under the influence of drugs or alcohol

Removal due to misconduct will result in forfeiture of all fees paid.

8. Health, Safety & Liability

Students must disclose any relevant medical conditions, allergies, or injuries prior to training.

Participation in practical training is undertaken at the student's own risk. The Academy will not be liable for injury, loss, or damage where reasonable care and instruction have been provided.

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, as required under UK law.

9. Models & Practical Training

Where students are required to provide their own models, failure to do so may prevent completion of practical elements.

No refund, reschedule, or compensation will be provided if a suitable model is not available.

10. Certification & Assessment

Certificates are issued only upon successful completion of the course and required assessments.

The Academy reserves the right to withhold certification where:

- Competency standards are not met
- Attendance is insufficient
- Safety or professional standards are not followed

Certification timescales are estimates only and are not guaranteed.

11. Course Materials & Intellectual Property

All training manuals, workbooks, videos, downloads, demonstrations, online portals, and course content are the exclusive intellectual property of the Academy.

Materials may be provided in digital or physical format, including being posted to students prior to the course start date.

Once issued or dispatched, course materials are non-returnable and non-refundable.

Students are granted a limited, personal, non-transferable licence to use course materials solely for their own learning.

Students must not:

- Copy, share, reproduce, sell, upload, or distribute materials
- Use materials to teach, train, or create competing courses
- Share login details or grant access to third parties

Unauthorised use may result in:

- Immediate termination of training without refund
- Legal action to recover losses
- Injunctive relief where applicable

12. Photography & Marketing

Photographs or videos may be taken during training for marketing and educational purposes.

Students may opt out by notifying the Academy in writing prior to the course start date.

13. Force Majeure

The Academy shall not be liable for delays or failure to perform due to events beyond reasonable control, including but not limited to:

- Severe weather
- Government restrictions
- Illness or emergencies
- Utility or venue failure

Where possible, alternative dates will be offered.

14. Chargebacks & Payment Disputes

Any attempt to initiate a chargeback or payment dispute after accessing course materials or attending training will be treated as a breach of contract.

The Academy reserves the right to recover outstanding fees, administrative costs, and losses incurred as a result.

15. Governing Law

These Terms & Conditions are governed by and construed in accordance with the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the English courts.

Student Acceptance

By booking a course and making payment, the student confirms that they have read, understood, and agreed to these Terms & Conditions in full.