**SALLY DURANT AESTHETIC EDUCATION & TRAINING**

**COURSE PURCHASE / ENROLMENT**

**TERMS & CONDITIONS**

**Please read our Terms and Conditions below.**

**You should understand that by purchasing or enrolling on our courses you agree to be bound by these Terms & Conditions.**

**PLEASE NOTE**

**The information requested on this form and copies of your professional certificates and/or PIN No. (where indicated) are required for entry onto our courses. Where these are a mandatory requirement, we cannot give access to the course without proof of certification (and/or PIN No).**

**Delay in returning this form without the correct information could result in a delay in the activation of your training course.**

SALLY DURANT - COURSE PURCHASE / ENROLMENT - Terms and Conditions

These Terms & Conditions (together with the documents referred to in them) sets out the terms and conditions on which we sell the courses listed on our website at [www.sallydurant.com](http://www.sallydurant.com) (our site) to you. Please read these Terms & Conditions carefully before purchasing our courses. You should understand that by purchasing or enrolling on our courses you agree to be bound by these Terms & Conditions.

You should print a copy of these Terms & Conditions for your records.

If you have any queries or need any further information, please consult the other pages of our site or email us at: [support@skingroupinternational.com](mailto:support@skingroupinternational.com)

# Information about us:

Sally Durant Training & Consultancy (we/our) is a trading division of Skin Group (Training) Limited, company number 10894765 with its registered office at 4 Aztec Row, Berners Road, London N1 0OW.

The website address is [www.sallydurant.com](http://www.sallydurant.com)

# Courses and Seminars

## For the purpose of these Terms & Conditions, our courses and seminars shall be separately defined as follows:

### “On-line Courses / E-learning Courses” shall mean those courses and/or seminars as listed on our website where training is to be provided exclusively through on-line/written literature with or without any practical workshop(s), always delivered as self-directed learning

### “Practical Courses” and/or “Combined Courses” shall mean those courses as listed on our website where training is provided by way of a practical workshop(s) and/or seminars/on-line/E-learning courses/Exams, all theory always delivered as self-directed learning

### “Courses” shall mean On-line Courses/E-learning Courses, Practical Courses, Combined Courses/Exams with all theory delivered as self-directed learning

## Once we have received, and you have confirmed in writing, the agreed payment, for:

### On-Line Courses, we will provide you with an Enrolment Letter (in electronic form) with access and log-in details within 14 days of the date of the Order Confirmation

### Practical Courses and/or Combined Courses/Exams, we will provide you with an Enrolment Letter (in electronic form) with access and log-in details within 14 days of the date of the Order Confirmation and will, within a reasonable time of completion of all your theory elements of your course(s), provide you with proposed times, dates and locations of our practical workshops, we reserve the right to deliver these online and/or by attendance at one of our locations. You will be required to purchase our student kit(s)/PPE and supply your own models for all practical training/mocks/examinations.

## With regard to our Combined Courses and Practical Courses/Exams, we cannot guarantee that you will be able to attend a practical workshop and/or seminar/exam on the times and/or dates and/or at the locations that you require. Places are subject to availability. Once you have received the list of proposed workshop/seminar/exam times, dates, and locations you will have to contact us to request a place on a specific workshop and/or seminar/exam. You will only be booked on the specific workshop/seminar/exam once you receive written confirmation from us to confirm the same. For the avoidance of doubt, if you attempt to attend a workshop and/or seminar/exam for which you have not booked a place, you may (at our absolute discretion) be refused access.

## For the avoidance of doubt, all intellectual property rights (including, without limitation, copyright) in all of the literature, materials, content provided to you in respect of the Courses (whether on-line or off-line) (“Materials”) is owned and shall remain owned by us. You shall only have a limited non-exclusive licence to use such Materials for purposes of your personal learning under the Course during the term of the Contract. You shall not be entitled to take copies of, distribute, sell, loan, licence, charge or otherwise deal and/or share and/or release possession of the Materials to any other person/all access/passwords must not be shared with anyone.

## You agree to abide by and comply with any and all rules, regulations, policies and procedures set by us (and notified to you) from time to time in respect of the Courses.

## Without prejudice to the provisions of condition 2.5 above, we shall be under no obligation to provide you with any form of certificate, qualification and/or other evidence of successful completion of any Course unless and until such time as we, in our absolute discretion, are satisfied and conclude that you deserve to be awarded with the same.

## If you fail to make any payments due to us under the Contract and/or if you fail to comply with any of these Terms & Conditions and/or if you breach any warranty provided in respect of any conditions stated we may at any time and without any liability to you, terminate the Contract with immediate effect (without prejudice to any claims that we may have against you for any breaches of contract). Following any termination of the Contract, your access (if any) to online facilities will be terminated and you shall be obliged to immediately return any and all Materials to us.

## You will need to have certain qualifications in order to take a place on some of our Courses (the identity of such Courses and the minimum qualifications that you are required to hold to book a place on such Courses is set out on our site) (“Qualified Courses”). By placing an order for a Qualified Course with us, you hereby warrant and undertake that you hold (and will continue to hold for the duration of the Qualified Course) the minimum qualifications required for that Qualified Course as set out on our site.

## If you book a place on a Qualified Course, you shall be required to deliver sufficient written evidence to us to prove to our satisfaction that you hold the required minimum qualifications (“Evidence”) within 7 days of the date of our Order Confirmation. Notwithstanding the issue of any Order Confirmation by us, we shall not be under any obligation to provide you with any Materials and/or login details and/or to perform any other obligations under the Contract unless and until you provide such Evidence. If you fail to provide such Evidence within 7 days of the date of our Order Confirmation, we shall at any time and without liability to you be entitled to terminate the Contract.

# Your status

By placing an order through our site, you warrant that:

### You are legally capable of entering into binding contracts; and

### You are at least 18 years old.

# How the contract is formed between you and us

## After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a place on one or more of our Courses. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that we have accepted your order (Enrolment Letter). The contract between us (Contract) will only be formed when we send you the Enrolment Letter.

## The Contract will relate only to those Courses ordered which we have confirmed in the Enrolment Form. We will not be obliged to secure, offer, or guarantee a place on any Course which may have been part of your order until the confirmation of such has been confirmed by us in a separate Enrolment Letter.

## You must complete your courses within the following timescale

## Award within 6 months. Certificate within 12 months. Diploma within 24 months. If you require extensions to these time-scales, they will be charged at the current standard Price List in force at the time of requesting an extension.

## Examinations (3 months rule):

## Upon successful completion of your course work, you will be required to pay the current Examination/Registration Fees quoted at that time, and to sit your exams within the following 3 months, or at the next available date (whichever is soonest). If you cancel/do not attend/are unwilling to comply with our 3 month rule, additional costs will be incurred to attend at a later date.

# Our status

## Please note that in some cases, we accept orders as agents on behalf of third parties. The resulting legal contract is between you and that third party and is subject to the terms and conditions of that third party, which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction.

## We may also provide links on our site to the websites of other persons or corporate entities, whether affiliated with us or not. We cannot give any undertaking, that any products or services you purchase or order from third parties directly or indirectly through our site, or from persons or corporate entities to whose website we have provided a link on our site, will be of satisfactory quality or undertaken with reasonable care and skill and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party.

# Consumer rights

## If you are contracting as a consumer online and are resident in the UK, you may, subject to the provisions of the clause below, whereby you can cancel a Contract at any time within fourteen days, beginning on the day after you received the Order Confirmation. If you exercise this right (see clause below), you will receive a full refund of the price paid for the order in accordance with our refunds policy (set out in clause below) provided that you first return any and all Materials that we have sent to you in their original state.

## To cancel a Contract pursuant to the provisions of clause above, you must inform us in writing by email to ([support@skingroupinternational.com](mailto:enquiries@sallydurant.com)) or to the address above.

## Details of this statutory right, and an explanation of how to exercise it, will be provided on your written request.

## Please note that if you login and access our on-line facilities after receiving an Order Confirmation but before the end of the fourteen day period referred to in the clause, you will be deemed to have requested us to start providing the relevant Course to you and you will no longer have the right to cancel the Contract referred to in said clause.

# Cancellation of Course and/or Practical Workshops/Exams

## We reserve the right to cancel a Course and/or a specific practical workshop/seminar/exams in respect of any reason if there is insufficient response and places have not been filled or if there is a Force Majeure Event (and/or for any circumstance we believe is beyond our control such as pandemic compliance, lockdowns, sickness, issues with premises and/or equipment, weather, transport, etc., this list is not exhaustive). In the event that we cancel, we will provide you with alternative dates for a re-arranged workshop/seminar/exam (for the avoidance of doubt, if an exam or practical workshop/seminar is cancelled we shall have no liability to you and you shall not be entitled to receive any form of refund and/or compensation).

# Price and payment

## The price of any Course will be as quoted on our Price List, except in cases of obvious error.

## Prices include VAT (except where stated, in which case VAT will be added to the total amount due)

## Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

## At any time, our websites, social media, affiliates and/or external links, brochures, adverts, enrolment form, etc., may advertise (lower) prices that are incorrect/out of date/expired, etc. We will normally verify prices as part of our order confirmation procedures so that, where an error is identified to be less than our current price, we will normally, at our discretion, notify you of the error and give you the option to accept the correct price before confirming your order, or reject your order and notify you of such rejection.

## We are under no obligation to provide a Course place to you at an incorrect (lower) price, even after we have sent you an Order Confirmation.

## Payment for all Course places must be made before the Contract can commence.

# Our refunds policy

## When a Course is cancelled:

### (where applicable) by you because you have cancelled the Contract between us within the fourteen-day cooling-off period (see clause above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Course place in full provided that you first return any and all Materials that we may have sent to you

### for any other reason, we are not obliged to refund the amount paid and no refund shall be due to you.

## We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

# Our liability

## We warrant to you that any Course on which a place has been purchased from us through our site shall be delivered with reasonable care and skill.

## Our liability to you for any breach of this agreement by us shall be strictly limited to the refund of the price of each Course place you purchased.

## This does not include or limit in any way our liability:

### For death or personal injury caused by our negligence.

### Under section 2(3) of the Consumer Protection Act 1987.

### For fraud or fraudulent misrepresentation; or

### For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

## We are not responsible for indirect losses which happen as a side effect of the main loss or damage and even if such losses result from a deliberate breach of these Terms by us that would entitle you to terminate the contract between us, including but not limited to:

### loss of income or revenue

### loss of business

### loss of profits or contracts

### loss of anticipated savings

### loss of data

### waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

provided that this clause 10.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 10.1 or clause 10.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 10.4.

## Where you buy any Product from a third-party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

## You acknowledge that all dates for the delivery of Materials by us to you shall be estimates only (and time shall not be of essence).

# Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

# Notices

All notices given by you to us must be given to us at the address above or to [support@skingroupinternational.com](mailto:enquiries@sallydurant.com). We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter in the UK, or fourteen days after posting of any letter by airmail. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

# Transfer of rights and obligations

## The contract between you and us is binding on you and us and on our respective successors and assigns.

## You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

## We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

# Events outside our control

## We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

## A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) the following:

### Strikes, lockouts or other industrial action

### Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war

### Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster

### Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport

### Impossibility of the use of public or private telecommunications networks

### The acts, decrees, legislation, regulations or restrictions of any government, awarding organisations, environmental health departments, insurance companies, etc., (including pandemics, lockdowns, local restrictions, etc.)

## Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and any Seminar shall be re-arranged to an alternative date or location suitable to us and you or cancelled at our discretion. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

# Waiver

## If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms & Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

## A waiver by us of any default shall not constitute a waiver of any subsequent default.

## No waiver by us of any of these Terms & Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with this clause.

# Severability

If any of these Terms & Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

# Entire agreement

## These Terms & Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

## We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything on our site or anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms & Conditions.

## Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms & Conditions.

# Our right to vary these terms and conditions

## We have the right to revise and amend these Terms & Conditions from time to time.

## Subject to clauses contained in this document, you will be subject to the policies and Terms & Conditions in force at the time that you order from us, unless any change to those policies or these Terms & Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms & Conditions before we send you the Enrolment Letter (in which case you will be deemed to have accepted the change to the Terms & Conditions, unless you notify us to the contrary within seven working days of receipt by you of the Enrolment Letter).

# Your Information

## You confirm that you agree to us processing your information in accordance with the provisions of our Privacy Policy (which can be viewed at our site).

# Law and jurisdiction

Contracts concluded through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.