

Terms and Conditions

1. The Contract between us

- 1.1 These are the conditions under which we, **Italian4u** (the trading name of Raffaella Hinchliffe of 17 Bobbin Close Golcar, Huddersfield HD7 4DQ) and **Huddersfield Language School** (the trading name of Marina Breslin, Ros Tyler, Annick Helliwell, Mako Byram, Gillian Leah and Laurence Dickinson, all of 5 Bank Buildings, Meltham, Holmfirth HD9 4BA) deal with you, our clients, for the provision of language classes.
- 1.2 We do not contract with you until you have paid our fee in advance. This will be collected and must be paid at the commencement of the first class. Only then will there be a legally binding contract between us.

2. Services to be provided

- 2.1 We will provide language classes (“the Classes”) at the times and at the places agreed or as we may notify you from time to time. These arrangements may be changed on reasonable notice.
- 2.2 The Classes are not intended to lead to any academic or other qualification.

3. Fees

3. The fees payable for the Classes are set out in our website or other documents issued from time to time and will be confirmed at the first class when we collect them.

4. Rights for you to cancel

- 4.1 You may cancel the Classes within 14 days from when the Classes have started.
- 4.2 If you cancel before they have started then you need not pay anything. If you cancel within 14 days from when the Classes have started then we will refund an appropriate proportion of what you have paid (according to when you cancel), as soon as possible and, in any event, within 30 days of cancellation.
- 4.3 You may not cancel the Classes after 14 days from when they have started and no refund will be made if you do.
- 4.4 If you properly notify us that you cancel, any refund will be made as soon as possible and in any event within 30 days of payment.

5. Rights for us to cancel

- 5.1 We reserve the right to cancel the Classes if we cannot provide them for a reason beyond our immediate control, including (but not only) numbers being too great or few.

5.2 If we cancel the Classes we will notify you as soon as possible of that cancellation and refund an appropriate proportion of what you have paid (according to when we cancel), as soon as possible and, in any event, within 30 days of cancellation.

6. **Provision of the Classes**

6.1 We will provide the Classes at the times and places stated when your place is confirmed.

6.2 If we cannot provide the Classes at those times or places or cancel any Class, we shall propose different times and places as soon as we are able. These replacement Classes will normally be at the end of the course of which the cancelled class formed part and be within reasonable travelling distance.

7. **Liability**

7.1 Unless the law provides otherwise, we will not be responsible for any loss of profits, business or goodwill or other financial loss because of any failure or delay of ours in providing the Classes and we shall have no responsibility to pay you anything beyond what you have paid us.

7.2 We shall not be liable for loss or damage of any possessions which you bring to the Classes. This will be your responsibility at all times.

7.3 We do not limit any rights you have as a consumer under any laws or other statutory rights that may not be excluded.

7.4 We do not exclude or limit liability to you for any death or personal injury caused by our negligence.

8. **Notices**

All notices from you to us must be in writing (including email) and sent to our contact address. Notices from us to you will be displayed on our website from time to time.

9. **Events beyond our control**

We shall have no responsibility to you for any failure to provide Classes or services you have ordered or any delay in doing so that is caused by:-

9.1 any event or circumstance beyond our reasonable control including illness, weather, employment disputes, transport disruption, breakdown of systems or network access, flood, fire, explosion or accident;

9.2 any failure by you to attend the Classes on time or at all.

10. **Invalidity**

If any part of these conditions is unenforceable (including any provision in which we exclude our liability to you) then the rest will remain enforceable and still apply.

11. **Rights of third parties**

Any Classes are provided for your benefit only. No other person has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce our contract with you.

13. **Governing law**

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

14. **Entire agreement**

These terms and conditions, together with our current fees, details of the Classes, delivery details, contact details and any privacy policy, set out the whole of our agreement relating to the provision of the services to you by us. Nothing said by us or by any person on our behalf alters or supersedes these terms and conditions. Other than fraud or fraudulent misrepresentation, we shall have no liability for any representation made by us or any person on our behalf about the services being untrue or misleading.

15. **Confidentiality and copyright**

The materials provided during the Classes provision of the services belong to us. You must not reproduce or publish any materials other than with our permission and for the Classes.