

CAMBRIDGE SPARK TERMS AND CONDITIONS FOR PROFESSIONAL PROGRAMMES

www.cambridgespark.com is operated by Cambridge Spark Limited with company number 10333201, its registered office at Salisbury House, Station Road, Cambridge, CB1 2LA, UK.

These Terms & Conditions (“Terms”) govern the relationship between the Learner and the Company. By submitting the Registration Form the Learner has agreed to be bound by these Terms:

1. Interpretation

1.1. In these Terms:

“APPLICABLE LAWS” means any (i) statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgement, demand, order or decision of any court, regulator or tribunal); (ii) legally binding rule, policy, guidance or recommendation issued by any governmental statutory or regulatory body; and/or (iii) legally binding industry code of conduct or guideline, which relates to these Terms and/or the obligations of a party under it.

“BOOKING CONFIRMATION” means the confirmation email sent to the Learner confirming their booking on a specified Course via the Company’s website.

“CONTRACT” means the contract for the provision of the Course, comprising the Registration Form and these Terms

“COMPANY” means Cambridge Spark Limited with company number 10333201, its registered office at Salisbury House, Station Road, Cambridge, CB1 2LA, UK.

“CONTRACTING PARTY” means the individual or organisation named on the Registration Form as being responsible for payment of Course Fees.

“COURSE” means the service to be provided by the company for the Learner and referred to by course title or course reference code in the Registration Form and more particularly described in the Published Literature (available at www.cambridgespark.com)

“COURSE FEES” means the price of the Course as set out in the Published Literature from time to time. The fees are exclusive of VAT and all other similar taxes imposed by Applicable Law which the Contracting Party shall pay the Company in addition to the Course Fees.

“COURSE MATERIALS” means any Documents or other materials, and any data or other information provided by the Company relating to the Course.

“DATA PROTECTION LEGISLATION” means (i) the UK Data Protection Act 2018, (ii) the UK General Data Protection Regulation and (iii) the General Data Protection Regulation (EU) 2016/679 or any equivalent applicable legislation and regulations which are relevant for purposes of the Contract.

“DOCUMENT” includes, in addition to a document in writing, any plan, design, drawing, picture or other image, or any other record of any information in any form.

“LEARNER” means the person named on the Registration Form or in other communication from the Contracting Party, submitted to the Company for whom the Company has agreed to provide the Course in accordance with these Terms.

“PUBLISHED LITERATURE” means the Company’s website, brochures and other information documents containing details of the Company, Courses being offered and any other information that may be relevant to Learners and prospective Learners from time to time.

“REGISTRATION FORM” means either the Booking Confirmation email for a Learner or, if the Contracting Party is different to the individual Learner, the Registration Form signed and completed by the Contracting Party when making the Course booking.

“VAT” means value added tax at the prevailing rate.

- 1.2. The headings in these Terms are for convenience only and shall not affect their interpretation
- 1.3. Where the Contracting Party is not the Learner, the Contracting Party will ensure that the Learner complies with any obligations in these Terms that are specific to the Learner

2. Supply of the Course

- 2.1. The Company shall provide the Course to the Learner subject to these Terms. Any changes or additions to the Course or these Terms must be agreed in writing by the Company and the Contracting Party.
- 2.2. The Course shall be provided in accordance with the Published Literature relating to the Course from time to time, subject to these Terms.
- 2.3. Further details about the Course, and advice or recommendations about its provision, which are not given in the Promotional Literature, may be made available on written request.
- 2.4. The Company may correct any typographical or other errors or omissions in any Promotional Literature, quotation or other document relating to the provision of the Course without any liability to the Contracting Party.
- 2.5. The Company may at any time without notifying the Learner or the Contracting Party (if different) make any changes to the Course which are necessary to comply with any applicable

safety or other statutory requirements, or which do not materially affect the nature or quality of the Course.

- 2.6. The Company operates a zero tolerance policy in relation to inappropriate behaviour of Learners. In particular, abusive or violent behaviour directed at either the Company's staff (or agents) or other Learners will not be tolerated under any circumstances. The Company may at its reasonable discretion, and without liability or an obligation to refund Course Fees, remove any Learner from the Course whose behaviour is or may be in breach of these Terms.

3. Fees and Charges

- 3.1. Subject to any special terms agreed between the Company and the Contracting Party, the Contracting Party shall pay the Course Fees as detailed on the Registration Form.
- 3.2. If the Registration Form is submitted less than 30 days prior to the commencement of the Course then the Course Fees shall be payable in full at the time of submission of the Registration Form.
- 3.3. The Company is not obliged to hold a place for a Learner on a particular Course where the Contracting Party has not paid any sums as they come due as set out in Clause 3.1 or 3.2.
- 3.4. All charges quoted to the Contracting Party for the provision of the Course are exclusive of VAT for which the Contracting Party shall be additionally liable at the applicable rate from time to time. If paying by credit card (or equivalent) a handling fee may be charged. There is no charge for payments by debit card or other methods.
- 3.5. The Company shall be entitled to invoice the Contracting Party immediately following completion of the Course for expense or charges (if any) incurred by the Learner which are not part of the Course Fees.
- 3.6. The Company reserves the right to refuse the Learner admission to the specific Course booked where all Course Fees have not been paid in full by the times set out in this Clause.
- 3.7. If the Learner attends any part of the Course then the Course Fees in full shall be due and payable and no refunds shall be payable except as specifically set out herein.
- 3.8. The Company reserves the right to charge late payment interest on any overdue amounts at a rate of 4% per annum above the base lending rate of Barclays Bank from time to time. The interest shall accrue on a daily basis from the due date of payment of the overdue amount.

4. Rights in Course Materials

- 4.1. At all times the property and any copyright or other intellectual property rights in any Course Materials shall belong to the Company, subject only to the right of the Learner to use the Course Materials for the purposes of the Course.
- 4.2. The Learner and Contracting Party (if different) shall not be entitled to copy, modify, reproduce, sell, distribute, broadcast, share or publish the Course Materials or any part thereof without the express written permission of the Company. For the avoidance of doubt this includes making any unauthorised recordings of Courses or Course Materials.
- 4.3. Any breach of clause 4.2 (including the making of any unauthorised recording) will be considered a material breach of these Terms and may result in the offending Learner being removed from the Course.
- 4.4. The Contracting Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Company, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. The Contracting Party shall not use the Company's confidential information for any purpose other than to perform its obligations under these Terms.

5. Warranties and Liability

- 5.1. The Company warrants to the Contracting Party that the Course will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Registration Form and other Published Literature and at the time or times referred to in the Registration Form.
- 5.2. The Learner shall be deemed to have satisfied himself/herself that the Course described in Published Literature accords with the Learner's requirements. Subject to Clause 2.5 above the content of the Course is limited to those matters and subjects as are specifically set out in the Published Literature or other information that may be supplied to the Learner by the Company in relation to the Course.
- 5.3. The Learner and Contracting Party warrant that they will not solicit or attempt to solicit, whether directly or indirectly, the services of any Company staff, agent, representative or other person involved in providing the Course at any time after entering the Contract for a period of twelve (12) months after completion of the Course.

- 5.4. Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Terms, the Company shall not be liable to the Contracting Party by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any loss of revenue or profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its staff or agents or otherwise) which arise out of or in connection with the provision of the Course or its attendance by the Learner, and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Course Fees, except as expressly provided in these Terms.
- 5.5. The Company shall not be liable to the Contracting Party or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Course, if the delay or failure was due to any cause beyond the Company's reasonable control.

6. Data Protection

- 6.1. All parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation. Without prejudice to the generality of this clause, the Contracting Party will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the personal data of the Learner to the Company for the duration and purposes of this Contract.

7. Cancellation, Rescheduling and Refunds (where the Learner is the Contracting Party)

- 7.1. At any time up to 28 days prior to the commencement date of the Course for which a Learner is registered the Learner shall be entitled to one reschedule without penalty to a future course, subject to availability. The Learner shall not be entitled to reschedule to any course commencing more than 3 months after the commencement date of the Course for which the Learner originally registered. All future reschedules for the same course will carry a fee of £500 + VAT, as long as they are communicated at least 28 days prior to the commencement of the course.

- 7.2. If a Learner wishes to reschedule less than 28 days prior to the commencement of the Course for which the learner is registered then that will be considered a cancellation as per clause 7.4 below.
- 7.3. At any time up to 28 days prior to the commencement date of the Course for which a Learner is registered the Learner shall be entitled to cancel that registration subject only to the Company's right to charge a maximum of £500 + VAT in respect of administration costs.
- 7.4. If the Learner wishes to cancel less than 28 days prior to the commencement date for the Course for which the Learner is registered then, unless within the 14 day cooling off period detailed at clause 7.5, all Course Fees already paid by the Learner shall be forfeited and those Course Fees which were due but unpaid at the date of cancellation shall remain due and payable.
- 7.5. In addition, the Learner (as a consumer) is entitled to cancel within 14 days from the date of the Booking Confirmation and receive a full refund of the Course Fees paid to the Company. Where a Booking Confirmation is within 14 days of the start date of the Course, the Learner's right to cancel and obtain a refund will expire the working day prior to the Course commencement date.
- 7.6. If the Learner has paid all or any part of the Course Fees but the Learner fails to attend the Course to which such Course Fees relate, or any rescheduled Course (in accordance with clause 7.1), then the Company shall be entitled to retain any Course Fees already paid and to require payment of any Course Fees due but unpaid.
- 7.7. The Company reserves the right to reschedule or cancel any Course where the Company reasonably believes that it is impractical to run a particular Course or where the number of Learners enrolled for a particular Course makes it uneconomical for the Company to run that Course at that time or at all. In any such case the Company shall endeavour to notify the Learner of any such rescheduling or cancellation save that the Company shall reimburse all Course Fees already paid if the Learner does not wish to attend any future Course.

8. Cancellation, Rescheduling and Refunds (where the Contracting Party is different from the Learner)

- 8.1. At any time up to 28 days prior to the commencement date of the Course for which a Learner is registered the Contracting Party shall be entitled to one reschedule without penalty to a future course, subject to availability. The Contracting Party shall not be entitled to reschedule to any course commencing more than 3 months after the commencement date of the Course for

which the Contracting Party originally registered. All future reschedules for the same course will carry a fee of £500 + VAT, as long as they are communicated at least 28 days prior to the commencement of the course.

- 8.2. If a Learner or Contracting Party (if different) wishes to reschedule less than 28 days prior to the commencement of the Course for which the learner is registered then that will be considered a cancellation as per clause 8.4 below.
- 8.3. At any time up to 28 days prior to the commencement date of the Course for which a Learner is registered the Contracting Party shall be entitled to cancel that registration subject only to the Company's right to charge a maximum of £500 + VAT in respect of administration costs.
- 8.4. If the Contracting Party wishes to cancel less than 28 days prior to the commencement date for the Course for which the Learner is registered then all Course Fees already paid by the Contracting Party shall be forfeited and those Course Fees which were due but unpaid at the date of cancellation shall remain due and payable.
- 8.5. If the Contracting Party has paid all or any part of the Course Fees but the Learner fails to attend the Course to which such Course Fees relate, or any rescheduled Course (in accordance with clause 8.1), then the Company shall be entitled to retain any Course Fees already paid and to require payment of any Course Fees due but unpaid.
- 8.6. The Company reserves the right to reschedule or cancel any Course where the Company reasonably believes that it is impractical to run a particular Course or where the number of Learners enrolled for a particular Course makes it uneconomical for the Company to run that Course at that time or at all. In any such case the Company shall endeavour to notify the Learner of any such rescheduling or cancellation save that the Company shall reimburse all Course Fees already paid if the Learner does not wish to attend any future Course.

9. General

- 9.1. These Terms (together with the terms, if any, set out in the Registration Form) constitute the entire agreement between the parties, supersede any previous agreement or understanding relating to Professional Programmes and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 9.2. A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or

such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

- 9.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.4. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 9.5. In any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 9.6. These Terms, and any other matters arising out of or in relation to these Terms, are governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the English courts.
- 9.7. No one other than a party to this Contract shall have any right to enforce any of its terms.