



## **TERMS AND CONDITIONS**

### **Application and Entire Agreement**

These Terms and Conditions apply to the provision of Services by Linguamuse to the person or group of people ("You") buying the Services

You are deemed to have accepted these Terms and Conditions by accepting the Services description and associated fees proposal by email or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and the initial email are the entire agreement between You and Linguamuse.

### **Definitions**

Flexible Length Courses – courses where there is no end date. These are rolling monthly courses, classes are confirmed at the beginning of each month and booked between Linguamuse and You.

Fixed Length Courses – courses where a certain number of lessons has been agreed between You and Linguamuse.

Services – Flexible Length Courses, Fixed Length Course or any other services as agreed in writing (including email) between Linguamuse and You.

### **Payment conditions**

After the first trial lesson which is always payable by You, Flexible Length Courses require that the monthly fees are paid by You at least one day before the start of each new monthly cycle. This amount will be invoiced prior to the beginning of the course.

Fixed Length Courses require payment of the total amount for all agreed lessons at least one day before the course start date. The total amount will be invoiced prior to the beginning of the course.

Payment conditions for any other Services will be agreed between Linguamuse and You on a case by case basis in writing (including email).

### **Changes and cancellation**

You may cancel your Flexible Length and Fixed Term Courses at any time. This cancellation must be given in writing by email. For Fixed Term Courses you will be required to pay for the 4 weeks of classes following the receipt of the email. For Flexible Length Courses, no refunds will be given for the then current monthly cycle in which You have cancelled the Services, after which the cancellation will take effect.

Class times can be moved within the week, with the agreement of Linguamuse, to times that suit both You and Linguamuse, provided that either party gives a minimum of 24 hours' notice.

No refund will be given for missed classes by You or for which You have not given at least 24 hours' notice to Linguamuse.

### **Promotional materials**

From time to time, Linguamuse might take photographs or videos for use in promotional marketing. You must inform us, at the time of capture, if you do not want these photographs or videos to be used for promotional purposes.

### **Data protection**

Linguamuse stores Your personal information in accordance with the current data protection legislation.

None of your personal information will be shared with 3<sup>rd</sup> party companies. We temporarily store only your name, email, phone number, age and address while being in business with Linguamuse and for a period of one year after the end of the Services.

Rights regarding Your personal information: if You wish to delete, access or modify your details at any time, please contact Linguamuse in writing and we will make sure we comply with your request no later than one month from receiving your request, in accordance with data protection legislation.

### **Liability**

The liability of Linguamuse, its owner, officers, employees, affiliates, agents and partners with respect to all losses however arising from negligence (except where such liability cannot be excluded as a matter of law), breach of contract or otherwise, will be limited in all circumstances to the full amount paid to Linguamuse by You for the Services. Linguamuse, its owner, officers, employees, affiliates, agents and partners will in no circumstances have any liability for indirect or consequential losses or damages.

### **Force Majeure**

Linguamuse will not be liable in cases where it is unable to fulfil any Services to which it is contractually bound because of fire, natural disaster, act of government, failure of suppliers or subcontractors, labour disputes or other reasons which are beyond Linguamuse's control.

### **Fee Payments**

All fees should be paid in Pounds Sterling and payment can be made as follows:

- By bank transfer directly to the Linguamuse account or by PayPal– please make sure Your name or company name is on the remittance.

Linguamuse does not accept payment by cheque or credit card. Please use one of the other methods listed above to pay for the Services instead.

### **Terms and conditions precedence**

These Terms and Conditions are the sole agreement between Linguamuse and You and no other terms and conditions, however provided before, during or after the start of the Services shall be valid.

### **Governing Law**

These Terms and Conditions and the associated Services will be governed by English Law and English courts shall have exclusive jurisdiction.