



School of Natural Skincare Terms and Conditions

The following Terms and Conditions ("**Terms**") apply to the provision of our online courses, courses, eCourses, eKits, workshops, homestudy programmes, programmes, and other educational ("**Courses**") by us, to you. They should be read in combination with our Privacy Notice (<http://www.schoolofnaturalskincare.com/privacy-notice>).

We are Goodness and Wonder Ltd (registered UK company number 08844378), trading as The School of Natural Skincare. Our address is 432 Gloucester Road Horfield, Bristol, BS7 8TX, England. Throughout these Terms, we will refer to ourselves interchangeably as "**we**", "**our**" or "**us**".

References to "**you**" or "**your**" apply to:

- Visitors to our website (www.schoolofnaturalskincare.com or <https://school-of-natural-skincare.thinkific.com>) ("**Website**"), any app produced by us, or any other online point of access; and/or
- Students of any of our Courses; and/or
- Purchasers of any of our course materials.

Please read these terms carefully before you enrol on any of our courses. These terms tell you how we will provide our courses to you, how you and we may change or end this contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

Please make sure that you read and understand Clause 9 of these Terms in particular, as this clause limits our liability to you.

If you have any questions relating to these Terms, please contact us at:
hello@schoolofnaturalskincare.com

1. Interpretation

The following definitions and rules of interpretation apply to these Terms.

1.1. Definitions:

“Confidential Information”: Any confidential or proprietary information generated, created, or owned by us however recorded (including without limitation the Courses, Course Materials, drawings, samples, client and supplier lists, plans, prototypes, models or methods, specifications, know how, commercial and financial data, and any information or analysis derived from this Confidential Information, and/or the Intellectual Property Rights) which we directly or indirectly identify as such, either orally or in writing, or is clearly confidential from the circumstances and nature of the disclosure.

“Courses”: the online education services delivered by us and Course Tutors, including the Course Materials, supplied by us to you as set out in the Course Specification.

“Course Materials”: the written and recorded media provided supplied online to you, to accompany the Courses.

“Course Specification”: the description or specification for each Course provided on each Course’s page on the Website and in the specific FAQ’s to that course.

“Course Tutor”: shall mean those representatives of the School of Natural Skincare who deliver training, coaching and support to groups or individuals, as part of the Products & Services.

“Enrol”, “Enrolment”, “Enrolling”: enrolment onto one of our Courses, requiring payment in accordance with Clause 6, or a grant of access to our Courses by some other means at our sole discretion.

“Intellectual Property Rights”: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.2. A reference to a party includes its personal representatives, successors and permitted assigns.

- 1.3. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.4. A reference to "writing" or "written" includes email but excludes fax.

2. Your agreement to these Terms

- 2.1. By using this Website, or by registering an account with us, or by Enrolling on or using our Courses, you agree that you have read, understood, and agree to be bound by these Terms.
- 2.2. These Terms apply to the exclusion of any other terms that you may seek impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3. Additional terms and conditions for specific Courses may also apply to those Courses. These terms and conditions will be made clear to you when Enrolling on these Courses.
- 2.4. We reserve the right to amend these Terms from time to time. We shall notify you of any changes made.

3. Our services

- 3.1. We warrant to you that our Courses will be delivered to you using reasonable care and skill.
- 3.2. We shall supply our Courses to you in accordance with the relevant Course Specification in all material respects.
- 3.3. We shall use all reasonable endeavours to meet any performance dates specified in the relevant Course Specification, but any dates shall be estimates only and time shall not be of the essence for our performance in delivering our Courses.
- 3.4. We reserve the right to amend the Website and Course Specifications to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Courses. We will notify you of these amendments.
- 3.5. Every effort has been made to accurately represent the earnings potential resulting from the Enrolment by students in any particular Course. Our courses are not accredited by a regulatory body and do not serve, at present, as a recognised qualification. They are designed to be instructional, not to confer a particular qualification. Students are responsible for their own compliance with any relevant legislation in place governing the production of their own products having completed a Course. There is no guarantee that the student will earn any money using the techniques and ideas provided in the Course. Examples in the Course, Course Specification or Course Materials are not to be interpreted as a promise or guarantee of earnings. The level of success in attaining any results claimed in the Course, Course Specification, or Course Materials depends on, but is not limited to the time

you devote to study, the ideas and techniques mentioned as well as their implementation, on-going learning, training and development, your own finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee the student's success or income level.

- 3.6. We have taken all reasonable care in sourcing and presenting accurate information during the Course but do not warrant that any content created by Course Tutors or any third party suppliers of goods or services, or any content provided in the Course Materials or our Courses, will be error free. No responsibility is accepted for any inaccuracies or mistakes in the information, or for any loss or damage that may result from its use.
- 3.7. A Course may have an end date or limited timeframe in which you are granted access. Where this applies, this will be made clear in the Course Specification and you acknowledge that it is your responsibility to complete your Course within this time.
- 3.8. A Course may have a deadline for submitting coursework, assignments, tests and quizzes. Where this applies, it will be made clear in the Course Specification and you acknowledge that it is your responsibility to submit your coursework, assignments, tests and quizzes before the deadline. If you submit your coursework, assignments, tests or quizzes after the deadline we have the sole discretion to refuse to accept your submission, and if we do accept your submission, an administration fee will apply.
- 3.9. We aim to provide uninterrupted access to the Course and its corresponding Course Materials for the duration of the Course. You acknowledge that occasionally technical difficulties may interrupt services. We will use our best endeavours to resolve any technical difficulties and to resume normal service as soon as is reasonably practical.

4. Intellectual Property Rights

- 4.1. We own the Intellectual Property Rights arising out of or in connection with the Website and the Courses.
- 4.2. Subject to your compliance with these Terms, we grant you a revocable, worldwide, non-exclusive, non-assignable, non-sub-licensable limited licence to access the Website, and (at our discretion and usually subject to the creation of an account and Enrolment without cancellation) the Courses as an individual for the purpose of private individual study, and to download content for the same purpose.
- 4.3. We do not own any content uploaded to our Website, or submitted to us that is provided solely by you. Any content solely created by you that you submit to us, or upload to our Website will be kept confidential unless we obtain your permission to publish. You expressly consent to us using any positive feedback given to us by you for the promotion of our services. You retain all your ownership rights in your content, but you grant us and other users of the Website and Courses a limited

licence to use that content in any way we choose, and to make it available to third parties.

5. Your obligations

- 5.1. You confirm that you are over the age of 18.
- 5.2. You agree to keep the Confidential Information confidential.
- 5.3. You agree that you shall not distribute, modify, alter all or any part of the Website, Courses, Course Specifications, or Course Materials in any form without our prior written consent.
- 5.4. You agree not to use the Website or Online Content and Courses for any commercial uses, or for the benefit of any other party, including:
 - 5.4.1. Selling access to the Website;
 - 5.4.2. Soliciting customers for other websites; or
 - 5.4.3. Soliciting customers or visitors for any other business.

You agree not to contact us, or any other user of the Website or Courses for this purpose.

- 5.5. You will not copy, reproduce, create derivative works of, distribute, transmit, sell, license, or otherwise exploit any content contained on the Website, Courses, Course Materials, or Course Specifications, or act in any way that would infringe our Intellectual Property Rights or Confidential Information - without our prior written consent. Nor will you procure, encourage, or assist anyone else in doing so.
- 5.6. You agree to use the Website and Courses in a way which does not infringe the rights of third parties (including the Intellectual Property Rights or confidential information of third parties).
- 5.7. If during your use of the Website or participation in the Courses, you generate content that is submitted to us, you warrant that you have all necessary rights to submit it to us and for us to publish it. Content generated by you must not infringe any third party Intellectual Property Rights.
- 5.8. You agree not to access or attempt to access any other account on the Website or Courses, or impersonate anyone else, or otherwise misrepresent your personal information or identity.
- 5.9. You agree that all communications made through the Website or on Courses constitutes a public discussion. We may at our discretion monitor these communications to improve our Courses, or to improve the experience of our customers and visitors. You agree to abide by our Student Communication Guidelines.

- 5.10. You acknowledge and agree that we may at our sole discretion modify, change, update, suspend, or terminate access to or use of the Website and Courses, which we may change from time to time without prior notice to you.
- 5.11. You agree to use the Website and access the Courses only for lawful purposes and that your use is in no way unlawful. You shall not attempt to circumvent, disable or otherwise interfere with any security, access restricting, use limiting, or content filtering features of the Website.
- 5.12. You agree not to knowingly transmit any data that contains any harmful software programs or code to us, the Website, or any other users of the Website or Courses.
- 5.13. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences of that breach.

6. Enrolment for a Course and payment

- 6.1. In order to access our Courses via the Website, you will need to Enrol by signing up for an account and paying the relevant fee for access to the Course. We reserve the right to deny or grant access to the Courses at our sole discretion.
- 6.2. Enrolment is not considered complete until payment has been made (either deposit for instalments or full payment) and has cleared, or access has been granted in writing by us to you for some other reason, at our sole discretion.
- 6.3. If you subscribe to a payment plan you agree to pay the remaining instalments on their due date until the Course has been paid in full. This applies even if you decide to withdraw from the Course (subject to the cancellation provisions covering in Clause 7). If you subscribe to a payment plan and fail to pay your instalments on the dates agreed, your access to the Course will be suspended without refund until the payment has been received.
- 6.4. If you fail to pay your instalments within 90 days of the dates agreed, you will be required to pay the full course price (as set at the time of payment) in order to regain access. We reserve the right to take legal action to recover any payments owed to us.
- 6.5. Payments are only accepted through PayPal and by credit or debit card. We do not accept payments by cash, cheque, or bank transfer. Please note, if you do not have a PayPal account you can still make your purchase with PayPal by using your credit or debit card which is an acceptable form of payment.

7. Cancellation

- 7.1. Your statutory right under the Consumer Contracts Regulations gives you fourteen (14) calendar days after the date that we confirm your purchase of Enrolment or, if earlier, the date you start downloading or streaming any of the Courses, to change

your mind and make a request for cancellation. If you are granted access to any Courses immediately after your purchase and you agree to this when purchasing Enrolment, you will not have a right to change your mind.

7.2. If you wish to exercise your right to change your mind, please let us know by doing one of the following:

7.2.1. **Email:** by email at hello@schoolofnaturalskincare.com

7.2.2. **Post:** Print off the [form](#) and post it to us at the address on the form. Or simply write to us at that address, including your order reference number.

7.3. Upon cancelling Enrolment in accordance with clause 7.1, we will reimburse to you all payments received from you for this particular Enrolment. We will make the reimbursement without undue delay, and not later than fourteen (14) days after the date upon which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction.

7.4. Upon cancelling Enrolment in accordance with clause 7.1 you will, as appropriate, return to us or delete any Course Content in your possession, and any other material created by or belonging to us. You will no longer have access to the relevant Courses, and Course Content relating to your cancelled Enrolment.

7.5. Refunds cannot be given once payment has been made, in part or in full, except where clause 7.1 applies. This applies to deposits or instalments paid as well as full Course payments. Refunds are not awarded to students who failed the Course they were enrolled on.

8. Your account

8.1. You are required to register an account with us in order to access the Courses.

8.2. If you choose to create an account to access our Courses, or if you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat this information as confidential.

8.3. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

8.4. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us in writing.

9. Limitation of liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 9.1. The Website, Course Materials and Courses are provided to you "as is", we make no representation as to their accuracy, completeness, or whether or not they are up-to-date, or that they will meet your requirements. Any recipes and formulas provided to you are for demonstration purposes only.
- 9.2. Although we will take reasonable measures to ensure your security while using the Website and the Courses, we accept no responsibility or liability for your use of them, which is entirely at your own risk.
- 9.3. We make no representation or warranty that the operation of the Website or of the Courses will be timely, secure, uninterrupted or error-free and disclaim all liability in that respect to the greatest extent permitted by law.
- 9.4. Nothing in these Terms limits or excludes any liability of ours which cannot legally be limited, including liability for:
 - 9.4.1. death or personal injury caused by negligence;
 - 9.4.2. fraud or fraudulent misrepresentation; and
 - 9.4.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.5. Subject to Clause 9.4:
 - 9.5.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - 9.5.2. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited the total amount of money paid by you for products under such contract.

10. Your liability

- 10.1. You agree to fully indemnify us from any actions, claims, demands, costs, expenses, losses, or any other relief claimed against us as a result (directly or indirectly) of:
 - 10.1.1. Content submitted by you;
 - 10.1.2. Your use of the Website;
 - 10.1.3. Your use of the Courses;
 - 10.1.4. Your breach of these Terms; or
 - 10.1.5. Any other act or omission or breach of duty on your part.

11. Course Tutors and support

- 11.1. A Course may, at our discretion, include access to support from a Course Tutor. Where this applies, availability of the support will be made clear in the Course Specification and you acknowledge that it is your responsibility to access this support at these times and in accordance with our Student Communication Guidelines.
- 11.2. Personalised or One-on-One Tutor support is not included with the Courses, unless otherwise specified.

12. Teacher training

- 12.1. If you are applying for our licensed Teacher Training Programme, you will be expected to sign a separate licence agreement relating to this Programme.
- 12.2. The Teacher Training Licence Agreement sets out specific requirements in order to protect our brand and reputation.
- 12.3. You will be expected to sign this licence agreement on an annual basis in order to maintain your licence to teach our Courses.
- 12.4. After the first year of your licence, which is provided free as part of your Teacher Training Programme, you will be expected to pay an annual license renewal fee in order to maintain your licence to teach Courses.

13. Acceptable use policy

- 13.1. You promise to conduct yourself in a professional, respectful and responsible manner when using the student forum in any social media associated with us.
- 13.2. Students agree to behave in a professional, respectful and responsible manner during the Course. We reserve the right to remove you from the course without refund if your behaviour is not professional, respectful and responsible.

14. General terms

- 14.1. These Terms are governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any dispute arising from, or in connection with, them.
- 14.2. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 14.3. The Terms are between you and us. No other person has any rights to enforce any of them. You may only assign or transfer your rights or your obligations under the Terms to another person if we agree in writing.