

# THE ACADEMY

## OF REAL ESTATE & BUSINESS DEVELOPMENT

### FULFILLMENT POLICY

#### **1. DEFINITIONS**

“Confidential Information” means information provided by us to you in written, graphic, recorded, machine readable or other form including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

“Course Materials” means the information provided by us to accompany a course provided as part of the Services in hard copy or electronic form.

“Fees” means the fees paid by you to us for the Services.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Services” means the provision of the Taught Course and/or the Course Materials together with such other services as agreed from time to time and purchased by you through the Website or by telephone.

“You” means the individual purchasing the Services.

#### **2. THE SERVICES**

2.1. A description of the Services together with the dates on which the Services will begin are available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3 We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

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2.4 The Services i.e. Courses will be delivered based on schedule provided on the website and/or rescheduled. In the event the class is cancelled, full refunds will be processed.

### **3. ORDERING SERVICES**

In order to register for a class you must register for an account with us via the Website. If you already have an account with us, you can log into your account using your user name and password.

### **4. CANCELLATION AND VARIATION**

4.1. Where we have accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you, then you are permitted within 14 working days starting on the day after the date we have concluded our agreement, to cancel your purchase of the Services.

4.2. Notwithstanding clause 4.1 there is no other right to cancel or vary your purchase of Services and any other cancellation and / or variation of course dates will be at our entire discretion.

### **5. FEES**

5.1. The Fees for the Services shall be as set out on the Website or at the time you placed an order for them.

5.2. Unless otherwise specified at the time you purchase the Services the Fees are exclusive of Value Added Tax or other local taxes, the cost of some Course Materials and any delivery costs payable in respect of the delivery of Course Material to you.

5.3. Fees for the Service selected by you on the Website shall be debited from your credit / debit card at the time of purchase. Fees must be paid in full prior to you attending the course.

5.4. Any fees charged by your debit or credit card provider in connection with your purchase of Services are for your own account and we shall not be responsible for these.

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### **6. LIABILITY**

6.1. No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of advice.

6.2. Although we aim to provide the Services to the highest standards of the industry, we accept any liability for (i) any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance by you on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Policy.

### **7. ENTIRE AGREEMENT**

This Policy, together with the Terms & Conditions and Privacy Policy are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or privacy policy shall limit liability for any fraudulent misrepresentation.