



## Website Terms and Conditions

**Cubitt Education**

**Website:** [www.cubitteducation.com](http://www.cubitteducation.com)

**Effective Date:** 22 January 2025

**Last Updated:** 22 January 2025

### 1. Introduction

Welcome to Cubitt Education. These Terms and Conditions ("Terms") govern your use of our website at [www.cubitteducation.com](http://www.cubitteducation.com) (the "Website") and your purchase of any courses, training programmes, educational talks, or other services (collectively, the "Services") offered by Cubitt Education ("we," "us," or "our").

By accessing or using our Website or purchasing any of our Services, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not use our Website or Services.

We encourage you to read these Terms carefully before using our Website or making any purchase.

### 2. About Us

Cubitt Education is an education and training provider based in the United Kingdom. We deliver high-quality, accredited training, professional development, and educational talks across three main areas:

- **CPD & Corporate Training:** Including Time Management, Safe Bystander Training, and The Influential Presenter workshops
- **Accredited Programmes:** Leadership and Management qualifications (Levels 3–6), marketing and sales courses, Assessor's Award, IQA qualifications, and coaching and mentoring programmes

- **Educational Talks:** Engaging presentations for schools, colleges, and universities on topics including confidence, leadership, entrepreneurship, and career development

Our programmes are accredited through recognised awarding bodies including TQUK and the CPD Standards Office.

### **3. Eligibility**

By using our Website and Services, you confirm that:

- a) You are at least 18 years of age, or you have obtained parental or guardian consent to use our Website and Services
- b) You have the legal capacity to enter into a binding contract
- c) You will use our Website and Services only for lawful purposes and in accordance with these Terms
- d) All information you provide to us is accurate, current, and complete

For educational talks delivered in schools, colleges, or universities, bookings must be made by an authorised representative of the institution.

### **4. Account Registration**

#### **4.1 Creating an Account**

To access certain features of our Website or to enrol in our courses, you may be required to create an account on our learning platform, hosted by LearnWorlds.

When creating an account, you agree to:

- a) Provide accurate, current, and complete information
- b) Maintain and promptly update your account information
- c) Keep your login credentials secure and confidential
- d) Accept responsibility for all activities that occur under your account
- e) Notify us immediately of any unauthorised use of your account

#### **4.2 Account Security**

You are solely responsible for maintaining the confidentiality of your account credentials. We are not liable for any loss or damage arising from your failure to protect your account information.

We reserve the right to suspend or terminate your account if we reasonably believe that your account has been compromised or is being used in violation of these Terms.

## **5. Services and Course Enrolment**

### **5.1 Service Descriptions**

We make every effort to ensure that the descriptions of our Services on the Website are accurate. However, we do not warrant that such descriptions are complete, reliable, current, or error-free.

Course content, delivery methods, schedules, and availability may be subject to change. We will notify enrolled learners of any material changes that affect their booking.

### **5.2 Enrolment Process**

When you enrol in a course or purchase a Service:

- a) You are making an offer to purchase the Service at the stated price
- b) We will send you an email confirming receipt of your order (this is not acceptance of your order)
- c) A binding contract is formed when we send you a confirmation email accepting your enrolment or, in the case of online courses, when you are granted access to the course materials

### **5.3 Course Access**

For online courses:

- a) Access is granted for the period specified in the course description
- b) Access is personal to you and may not be shared with others
- c) We reserve the right to revoke access if these Terms are breached

For in-person training and educational talks:

- a) Dates, times, and locations will be confirmed at the time of booking
- b) We reserve the right to change venues or reschedule sessions with reasonable notice
- c) Attendance requirements will be communicated in advance

## **5.4 Accredited Programmes**

For accredited programmes delivered in partnership with TQUK or other awarding organisations:

- a) Additional terms and conditions of the awarding organisation may apply
- b) You must meet any eligibility criteria set by the awarding organisation
- c) Certification is subject to successful completion of all required assessments
- d) Registration with the awarding organisation may be required

## **6. Pricing and Payment**

### **6.1 Pricing**

All prices displayed on our Website are in British Pounds Sterling (GBP) unless otherwise stated.

Prices are inclusive of VAT where applicable. If VAT applies, it will be clearly indicated at checkout.

We reserve the right to change our prices at any time. Price changes will not affect orders that have already been confirmed.

### **6.2 Payment Methods**

We accept payments through:

- Credit and debit cards (via Stripe)
- PayPal

All payment processing is handled securely by our third-party payment providers. We do not store your full payment card details on our servers.

### **6.3 Payment Terms**

Full payment is required at the time of booking unless a payment plan has been expressly agreed in writing.

For corporate bookings, we may offer invoicing with payment terms of 14 or 30 days, subject to our approval.

## **6.4 Failed Payments**

If a payment fails or is declined, we reserve the right to suspend access to courses or Services until payment is successfully processed.

## **7. Refund Policy**

Our refund policy is set out in our separate Money Back Guarantee and Refund Policy, which forms part of these Terms.

In summary:

- a) You have a 14-day cooling-off period from the date of purchase for distance sales
- b) Specific conditions apply to different types of Services
- c) No refund is available once a course has been substantially accessed or completed

Please refer to our full Refund Policy for complete details.

## **8. Intellectual Property Rights**

### **8.1 Our Intellectual Property**

All content on our Website and within our courses, including but not limited to text, graphics, logos, images, audio, video, software, course materials, workbooks, presentations, and downloadable resources (collectively, "Content"), is the property of Cubitt Education or our licensors and is protected by copyright, trademark, and other intellectual property laws.

### **8.2 Limited Licence**

Upon enrolment in a course, we grant you a limited, non-exclusive, non-transferable licence to access and use the course materials solely for your personal, non-commercial educational purposes.

You may not:

- a) Copy, reproduce, distribute, or publicly display any Content without our prior written consent
- b) Modify, adapt, or create derivative works from our Content
- c) Use our Content for commercial purposes or to train others without a valid licence
- d) Remove any copyright, trademark, or other proprietary notices from our Content

- e) Record, screenshot, or capture any live sessions, webinars, or online classes without express permission
- f) Share your login credentials or course access with others

### **8.3 Trademarks**

"Cubitt Education" and our logo are trademarks of Cubitt Education. You may not use our trademarks without our prior written consent.

### **8.4 Survival**

Your obligations under this section survive termination of your account or completion of any course.

## **9. User Conduct**

### **9.1 Acceptable Use**

When using our Website and Services, you agree to:

- a) Behave respectfully and professionally in all interactions with our staff, trainers, and other learners
- b) Participate constructively in group sessions, forums, and discussions
- c) Submit only your own original work for assessments
- d) Respect the intellectual property rights of Cubitt Education and others
- e) Comply with all applicable laws and regulations

### **9.2 Prohibited Conduct**

You must not:

- a) Use our Website or Services for any unlawful purpose
- b) Engage in any form of harassment, discrimination, bullying, or abusive behaviour
- c) Submit false, misleading, or fraudulent information
- d) Impersonate any person or entity
- e) Interfere with or disrupt the operation of our Website or Services
- f) Attempt to gain unauthorised access to any part of our Website or systems

- g) Introduce viruses, malware, or other harmful code
- h) Use automated systems or software to extract data from our Website (scraping)
- i) Engage in academic misconduct, including plagiarism or cheating
- j) Share course materials or access with unauthorised third parties

### **9.3 Consequences of Breach**

If you breach these Terms, we may, at our sole discretion:

- a) Issue a warning
- b) Temporarily suspend your access to our Website or Services
- c) Permanently terminate your account and access
- d) Withhold or revoke certificates or qualifications
- e) Report the matter to relevant authorities or awarding organisations
- f) Take legal action to recover any losses

No refund will be provided if your access is terminated due to breach of these Terms.

## **10. Third-Party Services and Links**

### **10.1 Third-Party Platforms**

Our Services are delivered using third-party platforms including:

- **LearnWorlds:** Our online learning management system
- **Wix:** Our website hosting platform
- **Stripe and PayPal:** Payment processing

Your use of these platforms is subject to their respective terms and conditions and privacy policies.

### **10.2 Third-Party Links**

Our Website may contain links to third-party websites or resources. These links are provided for your convenience only.

We have no control over the content or availability of third-party websites and do not endorse or accept responsibility for them. Your use of third-party websites is at your own risk.

## **10.3 Awarding Organisations**

Our accredited programmes are delivered in partnership with awarding organisations including TQUK and the CPD Standards Office. These organisations have their own terms, policies, and procedures that may apply to your enrolment and certification.

## **11. Disclaimers**

### **11.1 Website Availability**

We strive to ensure our Website is available at all times. However, we do not guarantee uninterrupted or error-free access. We may suspend, withdraw, or restrict access to our Website for business or operational reasons without notice.

### **11.2 Information Accuracy**

While we endeavour to ensure the information on our Website is accurate, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, or suitability of the information.

### **11.3 Professional Advice**

The content of our courses and Website is for general educational and informational purposes only. It does not constitute professional advice (legal, financial, medical, or otherwise). You should seek appropriate professional advice before making decisions based on information obtained from our Services.

### **11.4 Results and Outcomes**

We are committed to delivering high-quality training that creates measurable, lasting change. However, we cannot guarantee specific results or outcomes. Your success depends on many factors, including your own effort, application, and circumstances.

Completion of our courses does not guarantee employment, promotion, or specific career outcomes.

## **12. Limitation of Liability**

### **12.1 General Limitation**

To the fullest extent permitted by law, Cubitt Education shall not be liable for any:

- a) Indirect, incidental, special, consequential, or punitive damages

- b) Loss of profits, revenue, business, or anticipated savings
- c) Loss of data or information
- d) Loss of goodwill or reputation
- e) Any damages arising from your use of or inability to use our Website or Services

## **12.2 Maximum Liability**

Our total liability to you for any claim arising out of or relating to these Terms or our Services shall not exceed the amount you paid to us for the specific Service giving rise to the claim.

## **12.3 Exceptions**

Nothing in these Terms excludes or limits our liability for:

- a) Death or personal injury caused by our negligence
- b) Fraud or fraudulent misrepresentation
- c) Any other liability that cannot be excluded or limited under applicable law

## **12.4 Consumer Rights**

If you are a consumer, these Terms do not affect your statutory rights under the Consumer Rights Act 2015 or other applicable consumer protection legislation.

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless Cubitt Education, its directors, employees, agents, and partners from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of or relating to:

- a) Your breach of these Terms
- b) Your use of our Website or Services
- c) Your violation of any third-party rights
- d) Any content you submit or share through our Services

## **14. Data Protection**

We are committed to protecting your personal data. Please refer to our Privacy Policy for information about how we collect, use, and protect your personal information.

By using our Website and Services, you consent to the collection and use of your data as described in our Privacy Policy.

## **15. Modifications to Terms**

We reserve the right to modify these Terms at any time. Changes will be effective when posted on our Website with an updated "Last Updated" date.

Your continued use of our Website or Services after changes are posted constitutes your acceptance of the modified Terms.

For material changes that affect your rights, we will make reasonable efforts to notify you via email or through a prominent notice on our Website.

## **16. Termination**

### **16.1 Termination by You**

You may stop using our Website at any time. To close your account, please contact us at [dpo@cubiteducation.com](mailto:dpo@cubiteducation.com).

### **16.2 Termination by Us**

We may terminate or suspend your access to our Website and Services immediately, without prior notice, if:

- a) You breach any provision of these Terms
- b) We are required to do so by law
- c) We discontinue providing our Services

### **16.3 Effect of Termination**

Upon termination:

- a) Your right to access the Website and Services ceases immediately
- b) We may delete your account and associated data in accordance with our Privacy Policy

c) Provisions of these Terms that by their nature should survive termination shall remain in effect

## **17. General Provisions**

### **17.1 Entire Agreement**

These Terms, together with our Privacy Policy and Refund Policy, constitute the entire agreement between you and Cubitt Education regarding your use of our Website and Services.

### **17.2 Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### **17.3 Waiver**

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

### **17.4 Assignment**

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations without restriction.

### **17.5 Force Majeure**

We shall not be liable for any failure or delay in performing our obligations due to circumstances beyond our reasonable control, including but not limited to natural disasters, pandemics, government actions, strikes, or technical failures.

## **18. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

Any disputes arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

If you are a consumer resident in Scotland or Northern Ireland, you may also bring proceedings in your local courts.

## **19. Complaints**

We are committed to resolving any complaints about our Services fairly and promptly.

If you have a complaint, please contact us at [dpo@cubitteducation.com](mailto:dpo@cubitteducation.com) in the first instance. We will acknowledge your complaint within 5 working days and aim to provide a full response within 20 working days.

For complaints relating to accredited programmes, you may also have the right to escalate to the relevant awarding organisation.

## **20. Contact Us**

If you have any questions about these Terms, please contact us:

**Email:** [dpo@cubitteducation.com](mailto:dpo@cubitteducation.com)

**Website:** [www.cubitteducation.com](http://www.cubitteducation.com)

**By using our Website or purchasing our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.**

*Cubitt Education – Changing Lives*