BRITISH BARBERS' ASSOCIATION (BBA) TERMS AND CONDITIONS FOR EDUCATION COURSES BOOKINGS

1. General Booking Information

- All education courses are provided by British Barbers' Association (a company registered in England and Wales under Company Registration Number 707215 and whose registered office is at Westminster House, Gravesend, Kent DA12 2PL).
- BBA is unable to reserve a place for any student on a training course until either payment of the course fees in full or a deposit has been received by us and the place has been confirmed to you by us. A deposit of not less than £250 per place is required.
- 1.3 By booking onto a training course and paying a deposit or making payment in full of the course fees you ("you" or "the student") are acknowledging that you have read, understood and agree to be bound by the terms and conditions contained in these Terms and Conditions.
- 1.4 BBA reserves the right in its discretion to decline any application for enrollment on a training course.
- All courses are conducted in English. It is the responsibility of any student who does not speak or understand English to the level necessary to undertake a training course to arrange their own interpreter for the course. Where a student does not speak or understand English to a necessary level no participation "hands on" works sessions will be permitted without the presence of a competent interpreter.
- 1.6 Save for those courses specifically titled as a beginner's course, students must have a basic knowledge of how to cut hair. If you are unsure as to whether your level of experience will be sufficient you should speak to BBA. By booking on any course save for the beginners course you are confirming that you have the necessary expertise to undertake the course. Refunds will not be granted where it subsequently transpires that you do not have the necessary expertise.

2. Deposit and Fees

- 2.1 You may cancel your place on a course at any point within 14 days of acceptance of these terms and conditions by notifying us in writing. We will confirm your cancellation in writing to you.
- 2.2 Deposits and course fees are non-refundable save where:
 - 2.2.1 the course is cancelled pursuant to clause 2.1; and/or
 - 2.2.2 where you give BBA notice of cancellation in writing 60 days or more before the commencement of the course; and/or
 - 2.2.3 the course is cancelled by BBA except where such cancellation is caused by an act of God or Terrorism.
- 2.3 In the event that you cancel your place on a course in accordance with clause 2.1 and the course has already commenced, the deposit and/or course fee to be refunded to you will be subject to deduction of any costs we reasonably incurred in commencing your place on the course and the administration fee referred to in clause 2.4 below.
- 2.4 Save in respect of students requiring a CAS Visa which is dealt with in clause 9 below, any refund of deposit or fees made in accordance with these terms and conditions or which we otherwise agree to make to you will be subject to a deduction of an administration fee of £75 (inclusive of VAT) which sum will be deducted from the amount refunded to you.
- 2.5 Fees must be paid to BBA without deduction.
- 2.6 Once BBA has notified you of the commencement date for your course you will not be entitled to transfer to another course unless we are given not less than 60 days' notice in writing by you of your wish to transfer to another course.
- 2.7 Save where we have agreed that the balance of the course fee is to be paid by way of an extended payment plan the outstanding balance of the course fee must be paid to BBA

not less than 28 days prior to the commencement for the course. Students will be unable to start a training course unless the course fees have been paid in full not less than 28 days prior to the course commencing save where we have agreed to fees being paid in accordance with our extended payment plan.

- 2.8 Where BBA agrees that you may pay your course fees on our extended payment plan it reserves the right to suspend or cancel your continued participation in the course where any payment is not made on the due date for payment. Where a student has failed to pay the full course fees they will not be entitled to sit any exam or examinations relating to the course and will not be credited or awarded with the qualification relating to the course.
- 2.9 Where applicable all fees quoted are inclusive of VAT at the current rate. Those students or course recipients who are established outside of the UK will not be charged UK VAT provided that they can demonstrate they are carrying on a business for example by provision of a VAT number.
- 2.10 All courses and fees are subject to change without prior notification and BBA reserves the right to cancel a course where there are insufficient numbers booked on the course for it to be viable for BBA to conduct the course.

3. Course Times and Dates

- 3.1 All courses commence on a Monday unless otherwise stated.
- The British Barbers' Association will be closed over the Christmas holiday period and on all UK public and bank holidays.
- 3.3 Save for the diploma course which commences at 9:30am all courses will commence at 10am and finish at approximately 17:30pm Monday to Friday. BBA may vary the course hours at its discretion without prior notice where it considers such variation is necessary or desirable.

4. Equipment and Uniform

- 4.1 Students are not required to wear a uniform however they are expected to dress as if they were working in a salon.
- 4.2 Details of equipment provided by BBA to students will be set out in an equipment list.
- 4.3 The student acknowledges that all equipment provided by BBA will be and remains the property of BBA and will be handed over by the student to BBA on demand and in any event on the completion or earlier termination of the students attendance on the course and the student will certify that all such equipment has been handed over on request by BBA. Students will be liable to compensate BBA in respect of any loss or damage to BBA's equipment.
- 4.4 Students will be required to bring cutting scissors (4½ inch to 5½ inch), flat-backed brushes, combs:- fine tooth cutting comb, (tail comb and large toothed comb for tinting when applicable) and sectioning clips when attending the courses. A digital camera is also useful.
- 4.5 All equipment provided by the student together with valuables or personal property brought by the student to the course will remain the responsibility of the student and should not be left unattended at any time. BBA will not accept liability for any loss or damage to any such equipment, valuables or personal property.

5. Time Keeping, adherence to Rules and Absenteeism

5.1 Students must comply with all Health and Safety Policies and Rules of the British Barbers' Association which are notified to them. Where a student is disruptive to other students, breaches Health and Safety guidelines or British Barbers' Association Code of Conduct Etiquette and Rules or Regulations or endangers themselves or others BBA reserves the right

to require the student to leave the premises and/or to dismiss them from the course. Students that are asked to leave the course for the above reasons will not be entitled to a refund of course fees.

5.2 As all courses are of an ongoing and continuous nature lateness or absenteeism is not permissible save with the prior consent of the British Barbers' Association. Students who fail to give justifiable cause or obtain consent for lateness or absenteeism may be required to leave the course. The British Barbers' Association's decision will be deemed to be final. Students who are asked to leave the course for the reasons set out in this clause will not be entitled to a refund of course fees.

6. Complaints and Appeals

- 6.1 Complaints in the first instance should be made to the course tutor or teacher. If you are unhappy with the outcome or if the complaint relates to the teacher and you do not want to make the complaint direct to them then complaints should be raised with the British Barbers' Association. If you are unhappy with the outcome of the decision then appeals can be made to British Barbers' Association whose decision shall be final and binding.
- 6.2 Where possible all complaints should be made as soon as possible and in any event within 24 hours or the next working day of the matter giving rise to the complaint. Where complaints are made outside that time it is not always possible to deal with them due to the length of time that has passed. Save where it was impossible to make a complaint earlier BBA will not deal with complaints made after the course has been completed.

7. Miscellaneous

- 7.1 BBA will provide non-professional models wherever possible but students are advised that in the event of model shortages alternative programs may be introduced into the published curriculum without prior notice.
- 7.2 It is BBA's policy that in the case of any students attending its courses who are employed or sponsored by other salons that BBA will not solicit that student for the purpose of employment with BBA or its associated entities while that student is participating or attending a course.
- 7.3 By accepting these terms and conditions you warrant that for courses of greater than a week's duration you are 18 years old or over. It is BBA's policy that students under the age of 18 will not be accepted on courses of longer than one week's duration.
- 7.4 Where you ask us to provide extra copies of your diploma for any reason including where you have lost the original diploma provided to you an administration charge of £12 (including VAT) will be charged by us in order to provide you with duplicate or replacement copies.

8. Copyright

- 8.1 All intellectual property rights in any course materials shall remain the property of BBA and are given to the students solely for use during the course and the copying or reuse of the materials outside of the course is strictly prohibited.
- 8.2 The student shall not use the names British Barbers' Association, BBA, or BBA Men's Grooming or any similar variation thereof and all intellectual property rights in those names are the property of BBA.

9. CAS Visa

Students who require a Confirmation of Acceptance for Studies Visa ("CAS Visa") are entitled to a refund of any deposit or fees paid where such student is refused a CAS Visa prior to commencement of the course on which the student has enrolled. In order to receive a refund the student must provide BBA with proof of the refusal of their grant of a CAS Visa in a form acceptable to BBA.

- 9.2 BBA will not give refunds of deposits or fees paid where any visa other than a CAS Visa is refused.
- 9.3 Any refund of fees or a deposit to a CAS Visa student whose CAS Visa is refused will be subject to an administration fee of £75 (inclusive of VAT). The administration fee will be deducted from the amount refunded to you.
- 9.4 It is the responsibility of all students to ensure that they have any necessary visa or authorisation which is required for them to be able to undertake the course and/or to remain in the UK for the duration of the course.

10. Law

10.1 These terms and conditions are governed by the laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.