

Culture, Language, Academic Skills Specialists

LAW

1. Cambridge English Class Limited ('The Company') will provide its services to its clients on their appointment in accordance with written, including email, and/or verbal instructions given and in accordance with these Terms and Conditions.
2. Acceptance of these Terms and Conditions shall constitute an Agreement made in England and subject to the laws of England. Disputes arising from the Agreement shall be decided according to English law.
3. This Agreement constitutes the entire Agreement between the parties in relation to the instructions given in this particular instance. The Agreement may not be varied except in writing between the parties.
4. The rights and remedies of the Company set forth in this Agreement are in addition to all other rights and remedies provided by law.

PAYMENT

5. Fees are calculated on the basis of the type of service provided and/or time spent by members of the Company or associated consultants in connection with the service provided. Such fees can include time spent while travelling and carrying out preparation. Charges are also made for expenses incurred by the Company in connection with the service provided. The Company reserves the right to add a handling charge of 10 per cent to the cost of outside services, facilities or equipment purchased directly in connection with the service. Alternatively, arrangements can be made for the client to pay directly for such costs.
6. Where applicable, VAT shall be payable in addition to fees and expenses.
7. An invoice will be rendered to the Client for services provided or to be provided. Unless otherwise stated on the invoice, all fees, charges, expenses and disbursements are payable within 30 days of the invoice date. The Company understands and will execute its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation (Late Payment of Commercial Debt (Interest) Act 1998) if it is not paid according to its credit terms. The Company also reserves the right to suspend the provision of its services for so long as any amount remains outstanding.
8. Where a Client requests the Company to render its invoice to another party, the Client or Appointer shall remain liable for all payments so invoiced and interest (if any) until invoice has been settled in full.

ASSIGNMENT

9. The benefit of this Agreement may not be assigned by the Client without the Company's previous written consent. When such consent is given it is conditional upon the Client's assignee accepting the conditions agreed between the Client and the Company.

INTELLECTUAL PROPERTY

10. The copyright and all other intellectual property rights of whatever nature provided or delivered during the service shall remain the sole and exclusive property of the Company.

LIABILITY

11. Clauses 11 to 16 set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of any breach of the Agreement, or arising under or in connection with the Agreement.
12. The Company warrants that it will carry out its duties as instructed by the Client with reasonable care and skill but all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
13. Nothing in the Agreement limits or excludes the liability of the Company for death or person injury resulting from negligence, or for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company.
14. Subject to the provisions of clauses 12 and 13, the Company shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, or failure to pass examinations, obtain visas, gain entry to schools or universities.
15. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance of the Agreement shall be limited to £1,000,000 in respect of any one claim or series of claims.



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16. The Company shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of the Company's obligations under this Agreement if the delay or failure was due to any cause beyond the Company's reasonable control.

TERMINATION

17. Either party may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so or if the other goes into liquidation or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

18. In the event that the Agreement is terminated, the Client shall pay for all services carried out up to the date of termination in accordance with clauses 5 to 10 above.

COMPLAINTS

19. In the event of any dissatisfaction with any of the services provided by the Company, the Client should first discuss the matter with the consultant responsible for provision of the service or, in the event that the matter is not resolved to the satisfaction of the Client, any grievance should be addressed to the Managing Director in writing.

DATA PROTECTION

20. The Company maintains records of personal information relating to its Clients. In conjunction with GDPR, this information is held solely for internal use in the delivery of the agreed services and is not passed on to third parties without permission. The Privacy Notice can be found on the website.

GENERAL

21. Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to the other party at its registered office or principal place of business or such other address as any at the relevant time has been notified pursuant to this provision to the party giving the notice.

22. No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

23. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

24. This Agreement does not nor is it intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.

21 May 2018



Cambridge English CLASS Ltd
Registered in England and Wales Registration Number 8645663
Registered Office: 59 Thornton Road, Girton, Cambridge, CB3 0NR, United Kingdom