

TERMS AND CONDITIONS OF APPROVED CENTRE STATUS SUBSCRIPTION

These terms and conditions (the "Agreement") govern the sale of products (Approved Centre Status Subscription) by Creative Ed International, a Limited by Shares Company with its principal place of business at 44 Main Street, Wentworth, Ely, Cambs, CB6 3QG, UK (hereinafter referred to as the "Seller"), to the purchaser of the Product (hereinafter referred to as the "Customer"). By purchasing the Product, you agree to be bound by these terms and conditions.

Updated Version:

1. 15/09/2023 – NS

CEI Contact Details

info@creative-ed.com

1. ORDERING AND PAYMENT

1.1 Product Description: The product is a membership registration to become an 'Approved CEI Centre', which is attached hereto and incorporated by reference.

1.2 Ordering: Orders can be placed online through our website. Your order is an offer to purchase the Product, which the seller may accept or decline at the seller's sole discretion.

1.3 Payment: The customer agrees to pay the purchase price specified at the time of order. Payment shall be made in GBP. All payments shall be made without any deduction or set-off.

2. SHIPPING AND DELIVERY

2.1 Shipping: Once the order has been placed, payment has been received and the seller has completed quality assurance checks satisfactory to the seller's guidelines, an 'Approved Centre' certificate will be issued and shipped to the address given by the customer on the application form.

2.2 Delivery: While the seller will make reasonable efforts to ensure timely delivery, the seller does not guarantee specific delivery dates and is not liable for any delays.

3. PRODUCT WARRANTIES

3.1 Remedies: If the Product is found to be defective in any way, the customer's sole remedy is the repair, replacement, or refund of the Product at our discretion.

4. RETURNS AND REFUNDS

4.1 Returns: There is a strict no refund policy for Centre Approval application fees. Should the customer wish to terminate their subscription midway through the annual period, no pro rata refund will be given.

4.2 Termination: Should it be brought to the attention of the seller that the customer is acting outside of the 'Approved Centre Policies', the seller will conduct an investigation and reserve the right to withdraw the customer's 'Approved Centre Status' immediately without refund.

5. LIMITATION OF LIABILITY

5.1 Limitation: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE SELLER BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

6. INTELLECTUAL PROPERTY

6.1 Ownership: Any intellectual property rights in the Product shall remain the exclusive property of the Seller unless otherwise specified in writing.

6.2 Approved Centre Information: Each approved centre will be allocated an approved centre number at time of approval. This centre number is allocated by the seller to the customer. The customer is prohibited from sharing approved centre information with any third parties, with the intention of allowing the third party to use this information to their benefit. The customer may display their approved status certificate for marketing and quality purposes only.

6.3 Customer Login Information: The customer agrees to keep their log in details private and confidential and not share with any other third parties.

7. GOVERNING LAW AND JURISDICTION

7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

7.2 Jurisdiction: Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in England and Wales.

8. MISCELLANEOUS

8.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, and understandings.

8.2 Amendments: Any amendments to this Agreement must be in writing and signed by both parties. The last amendment of this agreement was made on 14/09/2023 by Creative Ed International.

8.3 Approved Status Limits: The customer must inform the seller if the number of students enrolled at the school increases or decreases outside of the limits of the current 'Approved Status Plan' the customer is subscribed to. The seller will adjust the plan and payment for said plan accordingly.

By purchasing the Product, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.