

## CAMBRIDGE SPARK COURSE TERMS AND CONDITIONS

### Course terms and conditions

Please read these Terms carefully before purchasing a Course and print off a copy for your records. By ordering a Course, you are confirming your agreement to be bound by these Terms.

www.cambridgespark.com is operated by Cambridge Spark Limited with company number 10333201, its registered office at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UK.

### 1. Definitions

Capitalised terms are defined in clause 12.11.

### 2. Ordering Procedure

- 2.1. All orders for Courses can be made via the Website or by telephone and are subject to these Terms.
- 2.2. Following receipt by CAMBRIDGE SPARK of your order for a Course and, where applicable, payment of the Fee you will receive an email confirming that your order has been received by CAMBRIDGE SPARK.
- 2.3. A legally binding agreement shall not come into existence until CAMBRIDGE SPARK has accepted your offer to purchase a Course by:
  - a) sending you an order acceptance confirmation email or written order acceptance confirmation by post, which will be effective upon sending or posting to you at the email or postal address you have provided; and
  - b) receiving payment for the Course in cleared funds from yourself or if applicable your employer in accordance with these Terms.
- 2.4. Where your order consists of multiple Courses, each individual Course will be treated by CAMBRIDGE SPARK as a separate offer to purchase and subject to a separate acceptance.
- 2.5. CAMBRIDGE SPARK reserves the right to withdraw at any time Courses advertised for sale on the Website and/or in the Brochure.

### 3. Payment Terms

- 3.1. Current Course Fees are displayed on the Website and in the Brochure and/or will be notified to you by a CAMBRIDGE SPARK representative. Fees are quoted and payment shall be made in pounds sterling, exclusive of VAT and any Additional Charges.
- 3.2. If you purchase a Course on the Website:
  - a) the Fee excluding VAT and any delivery charges payable in relation to the delivery of Course Materials, if applicable, will be shown prior to completion of the online transaction; and

- b) CAMBRIDGE SPARK will debit the Fee from your credit card or debit card on or after the day you place an order. Your order will be confirmed only upon receipt of the Fee in cleared funds by CAMBRIDGE SPARK and will be subject to acceptance of your offer to purchase by CAMBRIDGE SPARK in accordance with clause 2.
- 3.3. Provision of the Course to you is contingent upon CAMBRIDGE SPARK having received cleared funds from you or your employer (if you select to invoice your employer) in respect of the applicable Fee(s). Without prejudice to CAMBRIDGE SPARK's rights and remedies under these Terms, if any Fee is not paid in cleared funds on or before the due date (being the date the Course is booked if you are responsible for paying the Fee or within 30 days from the date of the invoice if your employer is responsible for paying the Fee, save that payment will be due immediately if booking is made less than 30 days before the Course start date), CAMBRIDGE SPARK reserves the right, at its sole discretion, to suspend the provision to you and refuse you entry to the relevant Course.
- 3.4. Where you choose to invoice your employer for the payment of the Fee, the following additional terms shall apply:
- a) upon receiving your order form signed by the training manager or other individual designated by your employer, CAMBRIDGE SPARK will send an invoice to your employer;
  - b) full payment in cleared funds of the Fee is due from your employer within 30 days from the date of the invoice;
  - c) payment is due immediately if booking is made less than 30 days before the Course start date;
  - d) you and your employer are joint and severally liable for all unpaid invoices; and
  - e) you authorise CAMBRIDGE SPARK to release to your employer details of your attendance, marks, exam results, general progress reports and any other information reasonably requested by your employer and which CAMBRIDGE SPARK in its sole discretion considers appropriate for it to provide.
- 3.5. No Course Materials will be made available online, dispatched to you or be made available for collection unless CAMBRIDGE SPARK has received full payment in cleared funds from you or your employer (including payment of delivery charges where applicable) in respect of the related Fee.
- 3.6. CAMBRIDGE SPARK reserves the right to charge late payment interest on any overdue amounts, at a rate of 4% a year above the base lending rate of Barclays Bank from time to time. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.
- 3.7. CAMBRIDGE SPARK reserves the right to recover any reasonable debt collection costs in connection with these Terms.
- 3.8. CAMBRIDGE SPARK is not responsible for your travel or accommodation expenses.

#### **4. Cancellation Rights**

### **For consumers (people who purchase goods and services for personal use)**

- 4.1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“**Consumer Contracts Regulations**”) you may be entitled to cancel your purchase of the Course within a period of 14 calendar days from the date on which the contract is concluded (subject to clause 2) (“**Cancellation Period**”) and subject to the notice of cancellation being 31 or more days prior to the course start date (refer to Clause 4.9). The following rules apply:
- a) Within the Cancellation Period, you must inform CAMBRIDGE SPARK of your decision to cancel by emailing [contact@cambridgespark.com](mailto:contact@cambridgespark.com);
  - b) You must return any Course Materials you may have received from CAMBRIDGE SPARK no later than 14 calendar days after you inform CAMBRIDGE SPARK of the cancellation. You will be liable for the cost of returning any goods to CAMBRIDGE SPARK unless CAMBRIDGE SPARK has agreed otherwise in writing.
  - c) CAMBRIDGE SPARK reserves the right to withhold payment of part or all of your Fee refund until all Course Materials have been returned in accordance with clause 4.1 (b) above or if Course Materials are not returned in a re-saleable condition.
  - d) On cancellation you will be entitled to a full refund of the Fees subject to the following limitations:
    - i. in relation to delivery costs, the refund amount will be capped at the cost of a standard postal method fee; and
    - ii. If the value of the goods has been reduced by your handling, CAMBRIDGE SPARK may recover the amount of the reduction by deducting this amount from your refund.
- 4.2. If you cancel a Course after the Cancellation Period, CAMBRIDGE SPARK will deduct from any refund of your Fee the cost of all applicable delivery charges, including delivery costs.
- 4.3. Refunds will be made using the same method of payment as you used for the purchase and will be paid within 14 days of you informing CAMBRIDGE SPARK of the cancellation. The period for refund will increase to 30 days if CAMBRIDGE SPARK is unable to credit a UK bank account. If you have chosen to invoice your employer and at the time of cancellation the relevant invoice has not yet been paid then such invoice will be cancelled. If you have chosen to invoice your employer and at the time of cancellation the relevant invoice has already been paid by your employer, the Fees will be credited to your employer’s bank account within 14 days of cancellation (provided a UK bank account can be credited). For monetary returns, a request in writing to CAMBRIDGE SPARK is required from your employer.
- 4.4. Upon receiving your order acceptance confirmation or when booking a Course 30 days or less prior to the Course start date, you agree that the service provided by CAMBRIDGE SPARK is deemed to have commenced and you agree to waive your right to cancel and receive a full refund within 14

days under the Consumer Contract Regulations. In such instance, the cancellation policy in clause 4.9 and 4.10 will apply.

- 4.5. In addition, your right to cancel and obtain any refund will be lost if you have given CAMBRIDGE SPARK express consent to supply any services during the Cancellation Period and the service has been performed. This consent includes ticking the box giving such consent at time of purchase. If the contract is for the supply of digital content, including but not limited to an Online Course and Online Course Materials, your right to cancel and obtain any refund will be lost if you have given CAMBRIDGE SPARK express consent to supply the digital content to you during the Cancellation Period or if you access the digital content before the expiry of the Cancellation Period. You do not have a right to change your mind in respect of other services, once these have been completed, even if the Cancellation Period is still running. If express consent has been given but the service is only part performed, you will be liable to pay for the services actually received.
- 4.6. For further details of your rights under the Consumer Contracts Regulations, you can visit your local Citizens' Advice Bureau ([www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)) or visit the Competition and Markets Authority website ([www.gov.uk/cma](http://www.gov.uk/cma))
- 4.7. Your order of a Course is personal to you and you will not be permitted to transfer your enrolment on a Course to any other student.
- 4.8. CAMBRIDGE SPARK reserves the right to use its discretion to determine whether to make refunds and/or deferrals in exceptional circumstances which fall outside clause 4 and clause 5 and to charge an additional fee in any such event to cover the administration costs incurred by CAMBRIDGE SPARK. Any such additional fees will be communicated to you before you make your decision.

**Cancellation Fees (for businesses and consumers)**

- 4.9. Subject to these Terms, you may cancel the Course by giving written notice to CAMBRIDGE SPARK using the email address [contact@cambridgespark.com](mailto:contact@cambridgespark.com) and CAMBRIDGE SPARK reserves the right to charge you a cancellation fee. CAMBRIDGE SPARK's policy for such cancellations is set out below:

Number of full days written notice of cancellation received by CAMBRIDGE SPARK from you (calendar days before the Course start date)	Cancellation fee due as percentage of the TOTAL Course Fee due
0 – 14	100%
15 – 30	50%
31 and more	10%

- 4.10. Any costs incurred by CAMBRIDGE SPARK in preparation of the agreed service will be charged to you but will be limited to a maximum of the Fee, less any applicable cancellation fee.

#### **CAMBRIDGE SPARK cancellation**

- 4.11. If (a) CAMBRIDGE SPARK declares that a Course is subject to a minimum number of participants and that minimum number of participants is not reached; or (b) a Course cannot be performed due to force majeure or other reasons beyond CAMBRIDGE SPARK's reasonable control (including where the instructor is ill), then CAMBRIDGE SPARK may cancel the Course.
- 4.12. In the situations set out in Clause 4.11, CAMBRIDGE SPARK will use its reasonable endeavours to notify you about the cancellation at least 1 week before the Course start date. Any Fees paid by you will be refunded. Any other claims by you will be excluded.
- 4.13. CAMBRIDGE SPARK reserves the right to cancel any Course at any time in its absolute discretion but will offer you the option of (a) a full refund or (b) an alternative Course date.

#### **5. Deferment and Delay**

- 5.1. If you need to re-schedule a Course that is due to take place in less than 14 days' time CAMBRIDGE SPARK reserves the right to charge a re-scheduling fee of 50% of the price of the booked Course in order to secure your booking on an alternative date for the same Course (the "Rescheduling Fee"). If you need to re-schedule a Course, you may choose to re-schedule to a different course. If you reschedule to a different course, you will be required to pay the price difference if the price of the other course is higher. You will be refunded the price difference if the price of the other course is lower.
- 5.2. If, due to force majeure or other reasons beyond CAMBRIDGE SPARK's reasonable control (Including where the instructor is ill), the Course cannot be performed at the agreed date, or could only be performed with unreasonable economic effort, then the Course will be performed on the next possible date agreed.

#### **6. Courses**

- 6.1. Please see the description of the Courses on the Website and/or in the Brochure for details of the contents of the available Courses.
- 6.2. Except as set out in the description of the Course on the Website and/or in the Brochure, no additional Course Materials and/or tuition (either online, face to face or classroom) will be provided by CAMBRIDGE SPARK.
- 6.3. You must bring your confirmation email to the Course and may be asked to provide a form of identification when you attend any Course.
- 6.4. You will be required to use your own computer equipment to take part in the Course. We may provide you with computer equipment if requested.

- 6.5. You acknowledge that CAMBRIDGE SPARK operates a zero tolerance policy in relation to inappropriate behaviour of students. In particular, abusive or violent behaviour directed at CAMBRIDGE SPARK's staff or other students and unfair or dishonest practices including but not limited to cheating, will not be tolerated under any circumstances. CAMBRIDGE SPARK may at its reasonable discretion and without liability or an obligation to refund Fees, refuse to supply any Classroom Course to any student and may refuse to admit to, and may remove from the Course premises, any student whose participation in any Classroom Course would, in CAMBRIDGE SPARK's reasonable opinion, be undesirable or whose behaviour CAMBRIDGE SPARK considers is or may be in breach of these Terms.
- 6.6. You must comply with all health and safety rules and regulations and any other reasonable security requirements (including relevant safety and accident prevention rules applicable for training within CAMBRIDGE SPARK) that apply at the premises at which Classroom Courses are provided.
- 6.7. You must only use the premises at which Classroom Courses are provided for the purposes of participating in Classroom Courses.
- 6.8. Training will take place at the CAMBRIDGE SPARK training premises or at the client premises as specified. Daily schedules of training will correspond with the customary working hours of CAMBRIDGE SPARK unless otherwise agreed upon in writing. CAMBRIDGE SPARK is responsible for performing the training. CAMBRIDGE SPARK reserves the right for the training to be partly or wholly performed by duly qualified third parties in CAMBRIDGE SPARK's name. In all circumstances, certification will be effected by CAMBRIDGE SPARK.
- 6.9. If you require a visa to enable you to study with CAMBRIDGE SPARK then you are responsible for obtaining the necessary visa and for ensuring that your attendance is satisfactory to meet your visa requirements.
- 6.10. You must sign an attendance register for each Classroom Course as required by the instructor.
- 6.11. Where a Course requires the completion of homework/project work then it is your responsibility to ensure that such work is completed in the timescales required as advised by CAMBRIDGE SPARK. Failure to complete such work in accordance with CAMBRIDGE SPARK's instructions may mean that you are not permitted to complete the Course. CAMBRIDGE SPARK will not refund any element of the Fee in this situation.
- 6.12. Your personal possessions are your sole responsibility and CAMBRIDGE SPARK accepts no responsibility and/or liability for anything that is lost or stolen from its venues. You are advised during a Classroom Course to keep your valuables with you at all times.
- 6.13. If a successful completion of the training requires any test or examination, the test or examination will be made according to the applicable CAMBRIDGE SPARK rules.

6.14. By attending a Course, you agree that CAMBRIDGE SPARK may use, reproduce, and/or publish in any way whatsoever (without any payment being due to you) any photographs and/or video/audio that may pertain to you (including your image, likeness and/or voice), and that it may licence others to do the same. This material may be used (without limitation) in various publications, releases, marketing material, broadcast material, CAMBRIDGE SPARK's website or for other related endeavours. This authorisation is continuous and may only be withdrawn with the prior written agreement of CAMBRIDGE SPARK.

## **7. Warranties**

7.1. CAMBRIDGE SPARK will provide the Course Materials in accordance with the Course description that is set out on the Website.

7.2. CAMBRIDGE SPARK expects you to take reasonable care to verify that the Course and Course Materials in question will meet your needs and does not make any representation, guarantee or commitment to you that the Course Materials will be error free.

7.3. CAMBRIDGE SPARK does not warrant that:-

(a) you will obtain any particular result from your use of the Course Materials;

(b) you will obtain any particular qualification on completion of the Course;

(c) you will reach the intended training level;

(d) you will pass any exam

unless otherwise stated on the Website.

7.4. You warrant that you will not solicit or attempt to solicit, whether directly or indirectly, the services of any CAMBRIDGE SPARK employee, consultant, representative or other person involved in providing CAMBRIDGE SPARK courses at any time after making your booking for a period of up to twelve months after attendance on the Course.

7.5. All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.

## **8. Limitation of liability**

8.1. The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

8.2. Except as set out in these Terms, CAMBRIDGE SPARK shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

a) indirect or consequential losses;

b) loss of income or revenue;

- c) loss of business;
- d) loss of anticipated savings; or
- e) loss or corruption of data.

- 8.3. Save as otherwise set out in this Clause 9, CAMBRIDGE SPARK's maximum aggregate liability to you for any claims that you may have against CAMBRIDGE SPARK for direct loss in contract, tort (including negligence) or otherwise arising out of or in connection with these Terms, the Course and the Course Materials and any technical support shall be limited to the amount of the Fee which has been paid, or is payable, by you or on your behalf.
- 8.4. CAMBRIDGE SPARK will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause which is beyond CAMBRIDGE SPARK's reasonable control. This condition does not affect your statutory rights.
- 8.5. Each provision in this Clause 9 shall be construed separately as between you and CAMBRIDGE SPARK. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification, as may be necessary to make it valid and effective.

## **9. Intellectual property**

- 9.1. At all times, CAMBRIDGE SPARK and/or its licensors, remain the owner of the intellectual property in the Courses and the Course Materials. No Course and/or Course Materials, nor any part thereof may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of CAMBRIDGE SPARK.
- 9.2. In consideration of receipt by CAMBRIDGE SPARK of the Fee, CAMBRIDGE SPARK grants to you a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of studying for the Classroom Course and/or the Online Course.
- 9.3. Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Course Materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Course Materials or create derivative works based on the whole of or any part, or which incorporate, the Online Course Materials into any software program.
- 9.4. Use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either CAMBRIDGE SPARK's copyright or CAMBRIDGE SPARK's other intellectual property rights, and/or the copyright or other intellectual property rights of CAMBRIDGE SPARK's licensors.

## **10. Data protection**



- 10.1. CAMBRIDGE SPARK will process the personal information it receives from you or otherwise holds about you in accordance with these Terms and its privacy policy. You consent to the use by CAMBRIDGE SPARK of such personal information in accordance with these Terms and CAMBRIDGE SPARK's privacy policy. CAMBRIDGE SPARK will use such personal information including but not limited to:
- a) perform its obligations and enforce its rights under these Terms;
  - b) contact you by email, telephone or post to inform you about other products or services which may be of interest to you;
  - c) inform you of feedback and examination results;
  - d) CAMBRIDGE SPARK may share your personal information with its agents and service providers for these purposes; and
  - e) as set out in further detail in CAMBRIDGE SPARK's privacy policy.
- 10.2. Unless you contact us to request otherwise, you agree that CAMBRIDGE SPARK may share the personal information you provide with other members of the CAMBRIDGE SPARK group of companies, who may contact you by email, telephone or post to inform you about other products or services which may be of interest to you. Some members of the CAMBRIDGE SPARK group of companies and some sub-contractors of the CAMBRIDGE SPARK group may be located outside the European Economic Area in countries providing a lower standard of data protection.
- 10.3. **Additional information for the Applied Data Science course.** By placing an order for this course you consent to CAMBRIDGE SPARK sharing your personal information with its industry partner organisations for the following specific purposes (which are part of the course specification):-
- a) participation in the real-life projects set by such organisations;
  - b) networking events;
  - c) introductions for possible recruitment opportunities.
- The industry partner organisations are subject to strict contractual conditions with CAMBRIDGE SPARK governing their use of your personal information in accordance with data protection and privacy laws.
- 10.4. In the event that you do not wish to receive marketing correspondence from CAMBRIDGE SPARK or any member of the CAMBRIDGE SPARK group of companies, please tick the relevant box at the end of these Terms and Conditions to confirm.
- 10.5. On occasion, CAMBRIDGE SPARK may conduct online surveys. These are used to gauge the service, collect demographic information and other information that CAMBRIDGE SPARK may find useful. CAMBRIDGE SPARK may share non-personal, aggregated information with third parties. You agree to CAMBRIDGE SPARK using your information in this manner.

## 11. General

- 11.1. CAMBRIDGE SPARK may update or amend these Terms from time to time to comply with the law or to meet its changing business requirements without notice to you. Any updates or amendments will be posted on the Website.
- 11.2. These Terms and the Website Terms of Use (if you purchase the Course via the Website) constitute the entire agreement and understanding between us and supersedes and replaces any other terms and conditions previously published by us and any other understanding, undertaking, representation, warranty, arrangement or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of these Terms.
- 11.3. You may not assign or sub-contract any of your rights or obligations under these Terms to any third party unless we agree in writing.
- 11.4. CAMBRIDGE SPARK may assign, transfer or sub-contract any of its rights or obligations under these Terms to any third party at its discretion.
- 11.5. No relaxation or delay by CAMBRIDGE SPARK in exercising any right or remedy under these Terms shall operate as a waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by CAMBRIDGE SPARK in writing.
- 11.6. If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms shall remain in full force and effect.
- 11.7. Any notices required to be served on you by CAMBRIDGE SPARK under these Terms will be deemed properly served if sent via prepaid postage to the postal address or emailed to the email address, notified by you to you, at CAMBRIDGE SPARK's discretion. Any notices required to be served on CAMBRIDGE SPARK by you will be deemed properly served if sent to the address as per clause 13.
- 11.8. A notice delivered personally is deemed to be given on the day on which it was left at the specified address. A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by fax or email is deemed to be given on the day it was sent.
- 11.9. The agreement between you and CAMBRIDGE SPARK is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 11.10. These Terms, and any other matters arising out of or in relation to these Terms, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with these Terms.
- 11.11. Defined terms in these Terms shall have the following meanings:  
**"Additional Charges"** means any amounts payable that are not Fees and may include, but are not limited to, payment for the delivery of Course Materials, any re-sit fees which CAMBRIDGE SPARK may charge from time to time if applicable, any administration charge for switching location of a Course,

additional services, examination entries and re-sit fees and any import duties, taxes and customs clearances which may be payable;

“**Brochure**” means any online or hard copy document that is produced by CAMBRIDGE SPARK to provide detailed information with respect to the Courses these Terms cover;

“**CAMBRIDGE SPARK**” means Cambridge Spark Limited with company number 10333201, its registered office at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UK;

“**Classroom Course**” means a classroom-based course and the Course Materials to be provided by CAMBRIDGE SPARK if applicable;

“**Course**” means either a Classroom Course and/or an Online Course whichever is purchased by you;

“**Course Materials**” means, but is not limited to, presentations, diagrams, pictures, audio, video, music, books, manuals, reports, data, written questions or exercises, code and any other works, content or materials of any kind whatsoever connected with a Course.

“**Fee**” means the fee payable for the Course and/or Course Materials and shall exclude any VAT payable and excludes Additional Charges;

“**Online Course**” means a course delivered online and if applicable the Course Materials to be provided by CAMBRIDGE SPARK;

“**Online Course Materials**” means, but is not limited to, Online Tests, Online Tutorials and Online Downloads;

“**Terms**” means these Terms and Conditions;

“**Website**” means [www.cambridgespark.com](http://www.cambridgespark.com); and

“**you**” means the individual student participating in a Course.

In these Terms, the following rules apply: a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); a reference to a party includes its personal representatives, successors or permitted assigns; a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted; a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to **writing** or **written** includes e-mails

## **12. Contact us**

Cambridge Spark Limited

Eagle Labs, 28 Chesterton Road, Cambridge, CB4 3AZ, UK

Email: [contact@cambridgespark.com](mailto:contact@cambridgespark.com) Telephone: +44 (0) 7711 962403