

## **Arka Learning Terms and Conditions**

### **Arka Learning**

“Arka Learning” means Arka Learning Limited a company registered in England and Wales with company number 15054807 whose registered office is at 32 Portland Terrace, Newcastle Upon Tyne, United Kingdom, NE2 1QP. (“we”, “our”, “us”).

### **Free Assessment Session**

We encourage all prospective members to sign up for a free assessment session before joining.

Free assessments are subject to availability.

We reserve the right to refuse membership following a free trial if we feel our services would not be suitable for the student.

### **Becoming a Member and Subscription**

Membership plans, including fees and payment schedule are agreed at the time of joining and will be confirmed via email.

Membership is subject to availability.

Late payments may result in cancellation of membership.

We may increase membership fees with a minimum of 1 month’s notice.

Members may give notice to cancel their membership at any time with termination effective as at the end of their current monthly billing period. Fees already paid are not refundable. Members are entitled to continue using their membership until the end of their monthly billing period.

Arka Learning has sole discretion to cancel membership at any time. If we cancel membership you will be entitled to a refund of membership fees paid on a pro rata basis.

Arka Learning will not be liable for any claims resulting from any cancellations including any direct or consequential damages.

### **Session Booking**

Signing up for membership entitles you to book your child for sessions with Arka as outlined on the membership plan.

Membership plans will specify the number of sessions you are allowed to sign up for during the relevant time period.

Sessions must be booked in advance. Upon signing up for membership we will provide details of how to book sessions.

Session booking is subject to availability and spaces are allocated on a first come first served basis.

Unused sessions in a month cannot be rolled over to the next month.

### **Obligations of Members**

Members should ensure that any medical information that we should be aware of is shared with us when joining.

Members should also share any specific requirements around their child's learning plan.

For in-centre sessions children should be picked up promptly at the end of each session. If members persistently pick up their child late their membership may be terminated.

### **Discipline**

Arka Learning reserves the right to cancel membership if a student's behaviour is consistently disruptive. If we cancel membership a full pro rata refund will be given in accordance with these terms.

### **Liability**

If you have a complaint against Arka Learning, you must inform us of that complaint within 24 hours of the occurrence that gave rise to it.

We provide our services in good faith and in the belief that our tutors and staff will perform to the best of his or her abilities. Any opinion expressed by a tutor or staff member is not necessarily an expression of the opinions of Arka Learning.

Neither Arka Learning nor any of its staff shall be liable to you for any loss, injury, damage, expense or delay incurred or suffered by you arising directly or indirectly from or in any way connected with the delivery of our services or with any failure by Arka Learning to supply our services and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

- failure of our services to meet your requirements for all or any of the purposes for which it is required by you;
- any act or omission of a tutor or staff member, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and
- any loss, injury, damage, expense or delay incurred or suffered by a tutor or staff member,

provided that nothing in this clause shall exclude or restrict the liability of Arka Learning to you for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

### **General**

These Terms and Conditions (and any correspondence with you regarding your membership) contain the entire agreement between us and members and supersede any prior agreement between us relating to their subject matter. Nothing in this clause shall limit or exclude any liability for fraud.

A person who is not party to these Terms and Conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

If any part of these Terms and Conditions contravenes any relevant law, to the extent that such a provision is invalid or unenforceable, it shall be deemed to be removed and the remaining Terms and Conditions shall not be affected and will remain valid and enforceable.

Your personal data is handled in accordance with applicable data protection laws and in accordance with our privacy notice.

### **Jurisdiction**

This Agreement (and any non-contractual obligations or dispute or claim arising out of or in connection with it or its subject matter) shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.