**Terms and Conditions For PMU Training Courses**

By purchasing micropigmentation training courses from Ink Illusions, you (‘the Client’) are agreeing to the below outlined terms and conditions. This Agreement (‘the Agreement’) is entered into between yourself and Ink Illusions, regarding group permanent makeup training and bespoke 1-2-1 advanced private tuition.

These terms and conditions are part of the contract you enter into when purchasing services from Ink Illusions and by processing payment, you are agreeing to them in full.

**(1) TRAINING PROVIDER**

All micropigmentation and permanent makeup training courses are provided by Turningworm Enterprises Ltd, trading as Ink Illusions (herein referred to as ‘Ink Illusions’, ‘we’, or ‘us’). Ink Illusions is a trading name under Turningworm Enterprises Ltd company registered in England and Wales with the company number 06637279. Registered offices for Ink Illusions are 11 Manor Corner, Manor Road, Paignton, Devon, United Kingdom, TQ3 2JB, UK.

These terms and conditions are part of the contract you enter into when you purchase training courses from Ink Illusions.

(1.1) Ink Illusions will  provide all courses advertised on our website with responsibility and care, adhering to industry codes of conduct with the exception of in specific circumstances or circumstances out of our control, which are noted in clauses 4 and 10.

(1.2) We do not appoint sub-contractors to assist us with the running of our courses and carry out all training in person. Our primary obligation to you is to run educationally focused courses which provide you with the fundamental knowledge required to practice micropigmentation safely and responsibly and as such undertake all training personally to ensure your best interests are in mind.

**(2)   COURSE BOOKINGS**

(2.1) By making a booking or enrolling on a course with Ink Illusions, you are confirming that you are the individual who will personally be undertaking the course and are not representing an individual. If you are making a gift purchase for a family member or colleague, you agree that you will before the enrolment date, send these terms and conditions to the new student, advising them to read the document in full before training commences, as all outlined points must be agreed and adhered to.

(2.2) In order to make a booking you must be 18 years or over. Ink Illusions does not provide training to individuals under the age of 18 years.

(2.3) Before any bookings are confirmed, we need to ascertain suitability for the training - this can be done via email or telephone.  Once suitability has been confirmed your full details will be required and a deposit or full payment made to secure your place on the course. If your booking request is accepted, we will email you directly, to confirm the date on which training will take place and the balance remaining (if any outstanding monies are due). By confirming your place on the training course and paying a deposit, you are agreeing to be bound by these terms and conditions. If you have not received a confirmation email of your place on the training course within 5 working days of paying your deposit or full costs online, please email us at info@ink-illusion.com

(2.4) Once your booking has been formally accepted by us in writing (either by email of an enrolment letter or in person), you (as the student named on the booking) will be entering into a formal binding contract with us, which will comprise of these terms and conditions, information provided on your booking information and training site rules and regulations. You will be liable for any outstanding payments due regarding your course if not paid already. The date on which this contract commences will be the date on your enrolment confirmation. It is your responsibility to check all information and start dates noted on the enrolment letter and to contact us via email at info@ink-illusion.com  if any errors have been made, so that we can rectify them with immediate effect.

(2.5) These terms and conditions constitute the agreement between us and will outline our commitment to you and your commitment to us as a student.

(2.6) Course descriptions provide an overview of what the training will include and expected outcomes. Course descriptions do not form part of our contract between us and you. If training requires flexibility and modifications to suit your specific needs, this will be taken into consideration and adjustments made within reason to accommodate your needs. Should additional expenses be required to implement these changes you will be responsible for these and will be notified in advance of them being carried out. We will not be held responsible for any compensation, loss of earnings, incidental costs and expenses associated with these changes and advise that you take out insurance to cover such instances.

(2.7) Ink Illusions retain the right to decline and refuse a booking request, without the need to provide a reason. In such an instance no formal contract will be entered into and in the case that payment has been made in advance of your meeting with us, it will be returned to you in full.

**(3) APPLICATION, ENROLMENT AND PAYMENT**

(3.1) Booking implies a commitment to pay the published fees, subject to your eligibility for the course booked.

(3.2) Deposits, where payable are **non-refundable**.

(3.3) If your course requires you to have a particular qualification, you must confirm that you hold that qualification when enrolling.

(3.4) The balance of course fees (i.e. the total fee(s) less any deposit previously paid) is due no later than 14 days before the course starts or immediately if the course is due to start less than 30 days after booking.  Full payment for courses starting with online modules is required upfront.  Once the online access has been given, no refunds will be given under any circumstances.

(3.5) All course bookings are subject to availability.

(3.6) Courses will be deemed to have started as soon as you have attended your first day or been given access to online training.

(3.7) Bookings made requesting accreditation of prior learning are accepted as provisional and are subject to checking of the value of credits for transfer. Once accreditation of prior learning has been granted all terms and conditions shall apply. Where an application for accreditation of prior learning is not granted the option to withdraw will be allowed without payment of fees as long as you have not provided false or misleading information; otherwise administrative charges will be made. Our decision on this matter will be final.

(3.8) If you are unavailable when any course materials are delivered to the address provided by you and they are not collected from the local depot an additional distribution fee may be charged if we are required to take receipt of, collect and/ or redeliver the materials.

(3.9) Our stated course fees include any delivery charges we incur to send course materials to a UK mainland address other than as stated in these Terms. Please note if your course materials have to be delivered to a non UK address, you accept liability for the delivery charge we will incur.

(3.10) Clients are liable for any bank charges incurred in payment of fees or refunds.

(3.11) Unless stated otherwise fees levied by professional organisations for registration are payable by the client.

(3.12) International students might be required to demonstrate equivalence of existing qualifications and if so an additional fee will be payable.

(3.13) We reserve the right to change payment of the enrolment fees without notice. This will not affect those who have already booked on the course at an agreed rate.

(3.14) You are expected to complete the course within the time limit which will be made clear at the start of the course. Some courses allow for this time to be extended. You may be charged a fee in these instances to cover additional costs. Specific fees will vary by course and will be communicated with you at the time.

(3.15) In the unlikely event that your submission fails, then you will be charged a fee to cover the costs incurred by the programme team and ops team, as well as the additional costs for the marking of your resubmission.

**(4) LATE PAYMENTS**

(4.1) Where payments are made by agreed instalments and those instalments have not been paid on the due date, we reserve the right to withhold the release of examination results and/or delay the marking of course work until outstanding sums are paid. We reserve the right to suspend access to online accounts and/or treat the course as being cancelled and offer the place to another student. No refund of any course fees paid by you will be made. We also reserve the right to charge interest on late payments at a rate of 4% above the base rate from time to time of HSBC Bank (or other UK clearing bank) as may be notified to you accruing on a daily basis until payment is made. If you are a business, we additionally reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

**(5) CHANGES AND CANCELLATIONS**

**(5.1) Cancellation under the Consumer Contracts Regulations within 14 days of booking**

If you are a consumer and make a booking via our website or by telephone, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) (‘Consumer Contracts Regulations’). Your legal right to cancel a Contract starts from the date when a booking is made – which is when the Contract between us is formed. You have a period of 14 (fourteen) working days in which you may cancel the booking, starting from the day after the day when the booking is made. Working days means that Saturdays, Sundays or public holidays are not included in this period. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to enrol on a course, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens’ Advice Bureau or Trading Standards office.

If you exercise your legal right to cancel under the Consumer Contracts Regulations, you will receive a full refund of the price you paid when booking and any applicable charges incurred. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation.

If your course is due to start within 14 (fourteen) working days of when a booking is made, your legal right to cancel under the Consumer Contracts Regulations will not apply.

**(5.2) Cancellations after the 14 day period but before course has been started**

If, after the 14 day period referred to above has elapsed, but your course has not started, you decide to cancel you will be liable for any charges incurred, plus an administrative fee to cover the amount of work undertaken on your behalf, subject to a minimum administrative charge of £150 + VAT.

If at this point you have paid your fees, a refund of the difference between fees paid and the charges above and non-refundable booking deposit will be made within 30 days.

If you wish to move to a different course date, we will do our best to get you on another course, but this is not guaranteed and this does not affect your right to a refund of your non-refundable booking deposit, which is never returned under any circumstances after the 14 day Consumer Contracts Regulations has expired.

If at this point you have not paid your fees a new invoice outlining these charges will be issued, payable within 30 days.

Refunds will not be payable after a course has been started.

**(5.3) CHANGES AND CANCELLATIONS BY US**

If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel course dates, content, venues and prices from those published. Whilst we will make every effort to transfer your booking to the next available course at your preferred venue, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide your course, we will ask you to return any course materials to us (at our expense) in the condition as originally delivered to you and refund to you any fees paid to date when we receive the materials as required. If a course is postponed for circumstances out of our control and you refuse all alternative course dates offered, you will receive a refund minus any non-refundable booking deposit paid.

Clients are liable for any bank charges incurred in payment of requested refunds when alternative training dates have been offered.

We reserve the right to remove from any course, students that fail to comply with its standard practices and procedures. We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to be enrolled on one of our courses.

**(6) CONDUCT**

As a student of Ink Illusions you will be expected to conduct yourself with professionalism and adhere to industry codes of conduct and health and safety regulations, which will be discussed throughout training at all times. If at any time it is considered that you are not complying with these rules and regulations then we have the right to stop training with immediate effect and have a formal discussion about behaviour and ongoing expectations. Specific regulations will be explained at the start of the course which you will be required to observe. The use of alcohol or non-prescription drugs when training is strictly forbidden and if you are deemed to be under the influence of such substances training will not take place.

**(7) INSURANCE & IMMUNISATION**

(7.1) You are required to obtain your own insurance following the course and it is your responsibility to check what the insurance requirements are for cover. Ink Illusions is not responsible for refusal of insurance. We provide masterclasses for students with certifications in other areas of tattooing / permanent makeup. If you are accepted on the course, this is not confirmation your insurance company will insure you - you need to check this before signing up. Your insurance will cover you against medical and personal accident risks and you need to present it to us prior to being able to complete case study and practical training days.

(7.2) You will also be required to have started immunisation against Hepatitis C and other immunisations as advised by us before practical training days. Failure to show immunisation documents from your Doctor will result in you being unable to work on practical days. It is the sole responsibility of yourself to find out rules and regulations regarding practicing in your area from your local council and to ensure that your insurance cover is sufficient to meet your requirements and needs, including disclosing any pre-existing medical conditions to your insurers and all other information requested.

**(8) ELIGIBILITY & LEARNING NEEDS**

(8.1) You must be 18 years or over to enrol on the course and will be required to have a good understanding of both written and spoken English, in order to be able to communicate effectively with training models and future clients in a safe and effective manner.

(8.2) If you have a specific medical requirement or additional learning needs, you must inform us of this prior to the start of your training course.

**(9)   USE OF EQUIPMENT & TRAINING PREMISES**

(9.1) Equipment is provided for each student for onsite training. The equipment provided comprises of the fundamentals you will require to train effectively in micropigmentation namely: a tattooing device,  needles, pigments and consumables (gloves, apron, sanitisers, micro brushes, barrier film, cosmetic pencils, sharpener, wound care packs) required for carrying out a health and safety compliant training.

(9.2) You will be responsible for the purchase of and wearing of suitable beauty tunics, trousers and flat (non slip) shoes for onsite and practical days. If we deem your clothing to be inappropriate or unsafe we retain the right to stop the training from going ahead, until suitable clothing is worn.

(9.3) A pre-course materials manual will be sent to you for review before live practical training takes place, after a deposit has been made. For online training, this is available as part of the course.

(9.4) You agree to take reasonable care of our property and equipment when training onsite. We reserve the right to charge you for the reasonable cost of replacing or repairing any equipment or items which are damaged by you during a course through negligence or not handling with sufficient care as instructed.

(9.5) You will be responsible for your luggage and personal equipment at all times. We take no responsibility for any loss or damage to any of your personal belongings when training.

**(10)   HOURS OF ATTENDANCE, ASSESSMENT DAYS & CERTIFICATION**

(10.1) All training takes place Monday to Sunday between the hours of 09:30 – 17:30. Please check the days of your specific class you are booked on.  Classes start promptly and if you are late will not run over to make up time. It is your responsibility to catch up for time missed.

(10.2) You will be required to attend all practical and onsite training days, in addition to completing additional work at home. Failure to attend on the first day will preclude you from attending any further part of the course and you will not be entitled to a refund, or offered an alternative start date.

(10.3) We do not provide student accommodation, however are happy to recommend local hotels which you will be required to pay for directly, if you do not live locally.

(10.5) As part of your training, you are required to successfully perform the procedure on live models. Should be feel you are not capable of doing this for any reason on observation, additional training maybe required before a certificate is issued.

(10.6) For courses with an online training module, a completion certificate will only be issued once you have completed the live model practise days also, you will receive a complete Certificate of Attendance for the entire course. On successful completion of 5 case studies, a Certificate of Excellence will be issued via post.

(10.7) Training will be assessed by documenting each case study with before and after photos, which will be approved by us and an assessment of work on a live model.

(10.8) In order for assessment to take place you will be required to have a 100% course attendance rate.

(10.9) Upon the successful completion of the course, post course mentorship is provided by Skype, email or telephone which has no time limit.

(10.10) Payment for and attendance of training does not guarantee a qualification or certificate of achievement. Certificates are gained by the successful completion of the criteria and the assessment of case studies to ensure that you have the knowledge and skills required to successfully and safely carry out permanent makeup procedures.

(10.11) We shall not be liable to you, whether in contract, breach of statutory duty or otherwise including loss or profit, indirect or consequential loss, statutory duty or tort (including negligence) in connection with the provision of our training, certification or the cancellation of training in exceptional circumstances

**(11) MARKETING & COPYRIGHT**

(11.1) Filming the entire training is prohibited for copyright reasons, however you will be permitted to take images of work you have carried out and also audio record certain parts of the training if necessary for your learning needs, under special pre-agreed arrangements.  You may take short videos of you working on models.

(11.2) Ink Illusions reserves the right to film training sessions and use video and photos for marketing purposes.

**(12)   COMPLAINTS**

(12.1) We take all complaints very seriously and actively encourage honest and constructive communication. If you have a complaint we will aim to resolve it with immediate effect in person, however should you feel the need to document it please email us directly at info@ink-illusion.com. Unless you bring a complaint to our attention we will be unable to address and resolve it to the best of our ability so please let us know as soon as possible. We do not respond to complaints made via social media and airing opinions in this way will not be tolerated. If you send us a complaint via email we will aim to respond to you within 7 working days. In accordance with UK law we will not be liable regarding any claims/complaints raised later than 30 days from the end of the training.

**(13)   FORCE MAJEURE**

(13.1) In exceptional circumstances out of our control, we may be required to cancel or reschedule a course. A Force Majeure event includes an accident or event out of our reasonable control such as; air and public transport strikes, acts of terrorism, industrial workplace action, threat of terrorist attack, extreme weather, war, acts of God, fire, subsidence, epidemic, natural disaster, epidemics, power/gas/water leaks, loss of electricity, malicious damage, compliance with the police or government order, breakdown of machinery, postage strike, bankruptcy of suppliers etc. If an event is deemed to be Force Majeure we will do our best to provide/commence training at the earliest possible date and at a suitable alternative location (deemed appropriate by us if required), however we cannot be held liable or responsible for loss of damages, earnings, incidental costs, compensation or claims which may arise as a result of unavoidable circumstances.

**(14)   POST COURSE CLAIMS AND LIABILITIES**

(14.1) It is the sole responsibility of you to ensure that you have carried out sufficient research regarding available micropigmentation training to suit your specific needs before enrolling on our course. Ink Illusions take no responsibility for any claims made against you after you have completed training with us. You take full responsibility to follow UK law, council regulations, health and safety requirements and industry codes of conduct when carrying out micropigmentation procedures on clients. You take full responsibility for your own work, understand the risks, and undertake further research.

**(15)   EARNINGS & EXPECTATIONS**

(15.1) We take no responsibility for your earnings post course completion. Any information regarding possible income provided by us, is done so in good faith, however we do not guarantee earning potential and do not offer distributorship, training opportunities or specific business development opportunities to increase your income.

**(16)   UK LAW**

(16.1) These terms and conditions are governed in accordance with the laws of England and Wales and the parties agree to submit themselves to the exclusive jurisdiction of UK courts.

(16.2) These terms and conditions constitute an agreement between both parties and by making payment for training you are agreeing to them.

**(17)   VARIATION OF TERMS & CONDITIONS**

(17.1) These terms and conditions may be modified and updated at any time, without any notice. You will be subject to the terms and conditions in place at the time of booking and are responsible for reading the current terms and conditions published on our website before booking any further courses. If we are required to make changes to our terms and conditions as a result of UK law or changes made by the government, the revised terms and conditions will be applicable with immediate effect.

Ink Illusions are committed to your ongoing personal development. Our sole purpose is to provide high standards of training with relation to permanent makeup and micropigmentation and all training notes and onsite classes have been designed to help further your knowledge and confidence in this area of the beauty industry.

If you have any queries or questions with relation to the above terms and conditions please email us at info@ink-illusions.com