

THE IVER MAKEUP ACADEMY LTD – TERMS, CONDITIONS, PRIVACY POLICY & DISCLAIMER

1. INTRODUCTION These Terms and Conditions govern your use of services and online training courses provided by **The Iver Makeup Academy Ltd** (“we”, “us”, “our”). By purchasing, accessing, or using our courses or website, you agree to be legally bound by this agreement.

2. ELIGIBILITY You must be at least 18 years old, or have consent from a parent or legal guardian.

3. DIGITAL CONTENT & COURSE ACCESS

- Our courses are delivered as digital content.
- Upon purchase, you are granted a **personal, non-exclusive, non-transferable licence** to access the course.
- Access is for **individual use only** and must not be shared, copied, or redistributed.
- You are responsible for maintaining the confidentiality of your login details.

4. COOLING-OFF PERIOD & REFUNDS (UK LAW COMPLIANT)

- Under UK consumer law, you have a 14-day right to cancel.
- However, by purchasing and accessing the course, you:

Expressly request immediate access to digital content and acknowledge that you lose your right to cancel once streaming or access begins.

- Once any course content has been accessed (including playing videos), **no refunds will be issued**, except where required by law.

5. DIGITAL CONTENT QUALITY (CONSUMER RIGHTS ACT 2015)

We are legally required to provide content that is:

- Of satisfactory quality
- Fit for purpose
- As described
- If content is faulty or not as described, you may be entitled to a repair, replacement, or partial refund in accordance with your statutory rights.

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6. PRODUCTS AND MATERIALS

- The Iver Makeup Academy Ltd **does not supply products, kits, or tools** unless explicitly stated.
- You are solely responsible for sourcing and using appropriate products.
- We are not responsible for the safety, suitability, or outcome of third-party products.

7. HEALTH AND SAFETY (SFX-SPECIFIC)

This course involves practical SFX makeup techniques using adhesives, latex, paints, removers, and tools.

By participating, you agree that you will:

- Conduct **patch testing** prior to product use
- Follow all instructions and manufacturer guidelines
- Maintain strict hygiene standards
- Ensure a safe working environment, including **adequate ventilation**
- Use tools safely and appropriately

You must not participate if you:

- Have known allergies without medical advice
- Have open wounds, infections, or active skin conditions

8. ASSUMPTION OF RISK

You acknowledge that SFX makeup involves inherent risks, including:

- Allergic reactions
- Skin irritation or burns
- Injury from tools or materials

You accept full responsibility for any risks associated with participation.

9. THIRD-PARTY USE (MODELS)

If you practise on another person:

- You must obtain **informed consent**
- You must carry out patch testing
- You are responsible for hygiene and safety

You accept full liability for any outcomes involving third parties.

10. LIMITATION OF LIABILITY

Nothing in these Terms excludes liability for death or personal injury caused by negligence.

However, to the fullest extent permitted by law, we are not liable for:

- Allergic reactions or skin damage
- Misuse of tools or products
- Injuries resulting from failure to follow instructions
- Loss of income, business, or opportunity

11. INSURANCE RESPONSIBILITY

- You are solely responsible for obtaining appropriate **public liability and/or professional indemnity insurance** before working on clients.
- The Iver Makeup Academy Ltd accepts no responsibility for your professional practice.

12. CERTIFICATION

- Certificates are awarded only where required standards are met.
- We do not guarantee that all students will pass.
- Failure to achieve certification does not entitle you to a refund.

13. PROFESSIONAL DISCLAIMER

- Our courses are for educational purposes only.
- Completion does not guarantee employment, income, or professional status.
- You are responsible for complying with all local laws and industry regulations.

14. INTELLECTUAL PROPERTY

All content, including videos, techniques, branding, and materials, remains the property of The Iver Makeup Academy.

You may not copy, reproduce, teach, distribute, or commercially exploit any content.

15. PLATFORM AND TECHNICAL ACCESS

- Courses may be delivered via third-party platforms.
- We are not responsible for outages, interruptions, or platform-related issues beyond our control.

16. FORCE MAJEURE

We are not liable for failure to perform due to events beyond our reasonable control, including but not limited to technical failures, natural events, or service disruptions.

17. TERMINATION

We reserve the right to suspend or terminate access without refund if these Terms are breached.

18. PRIVACY POLICY (UK GDPR COMPLIANT)

Data We Collect

- Name and contact details
- Payment and billing information

- Course activity and progress
- Communications

Legal Basis for Processing

We process your data based on:

- Contract (to provide your course)
- Legitimate interests (service improvement)
- Consent (marketing communications, where applicable)

How We Use Your Data

- Deliver courses and services
- Process payments
- Communicate with you
- Improve our offerings

Data Sharing

We do not sell your data.

We may share it with trusted third parties (e.g. payment processors, course platforms).

Data Retention

We retain your data only as long as necessary for legal and operational purposes.

Your Rights

You have the right to:

- Access your data
- Request correction or deletion
- Withdraw consent

You also have the right to lodge a complaint with the **Information Commissioner's Office (ICO)**.

Contact: icocasework@ico.org.uk

19. COOKIES

Our website may use cookies to enhance user experience.

20. CHANGES TO TERMS

We may update these Terms at any time. Continued use of our services constitutes acceptance of any changes.

21. GOVERNING LAW

These Terms are governed by the laws of England and Wales.

22. CONTACT

info@iveracademy.co.uk