

Policy Statement

It is the policy of **Glosscalm Ltd** to deal fairly, transparently and promptly with all refund and cancellation requests, in accordance with the rights available to consumers under UK law and on the terms set out in this policy for business Customers. This policy should be read together with our Terms & Conditions of Sale.

Purpose

This policy sets out how and when refunds and cancellations will be granted in respect of online training courses and related services purchased through the Glosscalm Ltd eLearning platform, and explains the process Customers must follow to submit a request.

Scope and Applicability

This policy applies to all Customers (whether consumers or businesses) who purchase online training courses, assessments, certifications, bundles or subscriptions from Glosscalm Ltd via the eLearning platform. It covers the statutory cancellation rights of consumers under UK law, the limited refund rights of business Customers, and the circumstances in which Glosscalm Ltd may grant or decline a refund.

In this policy, “**Consumer**” has the meaning given in the Consumer Rights Act 2015, namely an individual acting for purposes wholly or mainly outside that individual’s trade, business, craft or profession. “**Business Customer**” means any Customer that does not meet the definition of Consumer.

Statutory Consumer Rights

Consumers purchasing a Course from us are entitled to the rights provided under UK consumer law, including:

- **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** – providing a 14-day cancellation period for distance contracts, subject to the digital content / services exceptions described below.
- **The Consumer Rights Act 2015** – providing rights relating to digital content and services, including that content must be of satisfactory quality, fit for purpose and as described, and that services must be performed with reasonable care and skill.

Nothing in this policy affects a Consumer’s non-waivable statutory rights.

14-Day Cancellation Period (Consumers)

Consumer Customers have a statutory right to cancel a Course purchase within fourteen (14) days of the day after the contract is entered into. Because Courses are digital content and/or services supplied immediately upon account activation, at checkout the Consumer is required to:

- expressly consent to the supply of the Course beginning before the end of the 14-day cancellation period; and
- acknowledge that, by doing so, they will lose the statutory right to cancel once supply has begun.

Where the Consumer has given that consent and acknowledgement, and has accessed any part of the Course, the right to cancel under the 2013 Regulations no longer applies. Where the Consumer has not yet accessed the Course, a full refund will be issued if cancellation is requested within the 14-day period.

Refunds for Business Customers

The statutory 14-day cancellation right does not apply to Business Customers. Business Customers may request a refund on the following basis:

- **Before account activation** – a full refund will be issued where cancellation is requested in writing within fourteen (14) days of purchase, provided that no enrolment keys have been distributed to Learners and no Learner has accessed the Course.
- **After account activation** – no refund is generally available once a Learner has accessed the Course, save in the circumstances set out under “Discretionary and Exceptional Refunds” below.
- **Bulk purchases** – where a Business Customer has purchased multiple seats, a pro-rata refund may be considered for seats that have not been allocated to a Learner and have not been accessed, subject to a reasonable administration fee.

Faulty, Not as Described or Defective Content

Where a Course does not conform to its description at the point of sale, is not of satisfactory quality, or is not fit for the purpose made known to us, Customers are entitled to a remedy in line with the Consumer Rights Act 2015 (for Consumers) or our standard warranty (for Business Customers). Depending on the nature of the issue, an appropriate remedy may include:

- repair or re-supply of the Course content;
- a full or partial refund where repair or re-supply is not possible or not successful within a reasonable time; or

- in limited cases, a price reduction.

To enable us to investigate, the Customer must provide a clear description of the issue and, where possible, supporting evidence (for example, screenshots or error messages).

Subscription and Recurring Payment Cancellations

Where a Course or package of Courses is sold on a subscription or recurring payment basis, the Customer may cancel future renewals at any time with effect from the end of the then-current billing period. Cancellation must be made via the account area or by written notice to us. No partial refund is generally provided for the remainder of the current billing period, save in the circumstances set out in this policy.

Discretionary and Exceptional Refunds

In addition to the statutory and contractual rights set out above, Glosscalm Ltd may, at its sole discretion and on a case-by-case basis, agree to a refund (in full or in part) in exceptional circumstances, for example:

- serious ill health or bereavement of the Learner, supported by reasonable evidence;
- duplicate purchase of the same Course by the same Customer due to genuine error;
- significant and sustained technical issues, attributable to our Platform, that prevent the Learner from completing the Course and which we have been unable to resolve.

Grant of a discretionary refund in one instance does not create an obligation to grant a refund in any other instance.

Situations in Which a Refund Will Not Be Granted

Unless required by law, a refund will not be granted in the following circumstances:

- where the Consumer has given consent to immediate supply of digital content / services and has accessed any part of the Course, such that the statutory right to cancel has been waived;
- where the Learner has commenced or completed substantive portions of the Course;
- where a certificate of completion has been issued;
- where the Customer or Learner has materially breached our Terms & Conditions of Sale or Terms of Use, including sharing login credentials or attempting to copy Course content;
- where the request is made outside any applicable statutory cancellation period and no exceptional circumstances apply;
- where the Customer's dissatisfaction relates to a matter that was clearly described on the Platform prior to purchase (for example, Course duration, format or prerequisites).

How to Request a Refund or Cancellation

All refund and cancellation requests must be made in writing by email to the Company, using the contact details shown on the Platform, and must include:

- the full name of the Customer and Learner;
- the order reference number and date of purchase;
- the name of the Course(s) concerned;
- a clear statement that the Customer wishes to cancel or request a refund, and the reason for the request;
- any supporting evidence, where applicable.

Consumers wishing to exercise the 14-day statutory right to cancel may use the model cancellation form prescribed by the Consumer Contracts Regulations 2013, a copy of which is available on request, but are not required to do so. A clear written statement of cancellation is sufficient.

Processing Refunds

Valid refund requests will be processed as follows:

- refunds will be made to the original payment method wherever possible;
- refunds will be issued without undue delay and, in any event, within fourteen (14) days of the date on which we accept the refund request;
- where a refund is granted in respect of a Course that has been partially accessed, we may deduct an amount reflecting the proportion of the service already supplied, in accordance with the Consumer Contracts Regulations 2013;
- any bank or card processor fees associated with the original payment are non-refundable where we are not able to recover them from the processor.

Access to the Course will be withdrawn at the point the refund is issued. Any certificate of completion issued prior to refund will be revoked where the refund is granted on the basis that the Course was not properly supplied.

Chargebacks

Where a Customer raises a chargeback through their card issuer in respect of a valid, non-refundable transaction, we reserve the right to contest the chargeback, to suspend any active Course access, and to recover any costs reasonably incurred in defending the chargeback. Customers are encouraged to contact us directly before initiating a chargeback, to allow any legitimate issue to be resolved promptly.

Complaints About This Policy

If a Customer is dissatisfied with the outcome of a refund or cancellation request, the matter should be escalated in writing to the Company's director. We will review the decision and provide a final written response within twenty-one (21) working days. Consumers may also be entitled to raise the matter with Trading Standards or the Citizens Advice consumer service.

Review

This policy will be reviewed on an annual basis.