

This page shows our **Terms and Conditions (“Terms”)**. Please read the Terms set out below carefully and make sure you understand them before registering on ICM Econominds LTD, using ICM Econominds LTD or purchasing any of our products or services. If you do not agree with these then you cannot register on Econominds or purchase or use any of our products or services. The Terms and Conditions are enforced to ensure a safe, stable and fair experience to all Users of Econominds.

**Registration on Econominds or use of any products or services from Econominds constitutes agreement to these Terms and Conditions.**

Econominds is the trading name of ICM Econominds Limited, a company registered in England and Wales (number: 12312629).

Our registered office address is:

ICM Econominds LTD

Icentrum

Holt street

B7 4BP

We can be contacted by email at [ilisha@omniminds.co.uk](mailto:ilisha@omniminds.co.uk)

The Terms and Conditions constitute an Agreement between ICM Econominds LTD and you, the User of Econominds.

## **1. INTERPRETATION**

### **1.1 In these Terms and Conditions:**

“A/A* Guarantee”	A/A* grade awarded by the examination board and if not achieved the money back guarantee provided by Econominds on our Courses, set out in Clause 5;
“Agreement”, “Terms and Conditions” or “Terms”	this agreement between Econominds and the User;
“Course” or “ Econominds Course”	the online learning courses made available by Econominds on our Website for use by Users;
“Examination Body”	organisations which award secondary education level qualifications, including but not limited to A Levels;
“Parent”	a User linked to a Student who has permission to view and manage personal and billing data and act as a Payee on behalf of the Student;

“Payee”	a User who is either a Student or Parent and pays for products or services from Econominds for themselves as a Student or on behalf of a Student;
“Privacy Policy”	the policy displayed on our Website at <a href="https://econominds.co.uk/privacy">https://econominds.co.uk/privacy</a> which details how we collect and store personal data;
“Rights”	copyright, trademarks, database rights and other intellectual property rights;
“Student”	the User enrolled in one or more Econominds Courses;
“Up Intelligence Score”	the unique always changing score displayed on Econominds Courses showing a Student’s progress with a particular Course;
“ Econominds”, “we”, “us” and “our”	are references to ICM Econominds LTD and the Website;
“User”, “you” and “your”	are references to you the user of the Econominds Website; and
“User Material”	all material in whatever medium or form created by the User on the Econominds Website including video, audio, images, messages to Econominds, messages to other users, comments, text, responses to questions, and metadata;
“Website”	the website <a href="https://econominds.co.uk">https://econominds.co.uk</a> on which we operate Econominds.

## 1.2

Any of the foregoing definitions applies, as the context may require, to the singular or the plural form of the term used.

## 1.3

In this Agreement:

### 1.3.1

clause headings are inserted for ease of reference only and do not affect construction;

### 1.3.2

references to “writing” or cognate expressions includes a reference to email or comparable means of communication;

### 1.3.3

words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing bodies corporate, corporations, unincorporated associations and partnerships and vice-versa, words importing the singular shall be treated as

importing the plural and vice-versa, and words importing whole shall be treated as including a reference to any part thereof; and

#### 1.3.4

reference to any party includes that party's personal representatives, successors and permitted assigns;

#### 1.3.5

references to clauses are to the clauses of this Agreement.

## **2. ENROLLING IN A COURSE**

### 2.1

The User warrants that the User has the legal capacity to enter a binding contract with Econominds.

#### 2.1.1

If the User is under the age of 18 the User must have obtained full consent from his/her parent or legal guardian and both Student and Parent warrant they are fully aware of the Terms upon which the Econominds Course is made available to him/her as set out in these Terms and Conditions.

#### 2.1.2

If a Parent signs up they are agreeing to the Terms set out in these Terms and Conditions on behalf of the Student their account is linked to or any Student they link their account to in future.

### 2.2

The User must provide a valid email address on registration.

#### 2.2.1

The User must confirm their email address via the link in the confirmation email sent to them.

#### 2.2.2

The User must set a password when completing their account registration.

#### 2.2.3

The User must ensure that they keep their confirmation link and registration details secure and must not provide this information to any third party unless explicitly granted permission from Econominds.

#### 2.2.4

The User is responsible for all activity under the User's account even if someone else uses that account.

## 2.3

Econominds reserve the right to alter the Econominds Courses available for sale on the Website and to discontinue any Econominds Course.

## 2.4

If the User is under the age of 16, the User must explicitly tell Econominds their age by email to [info@econominds.co.uk](mailto:info@econominds.co.uk) before enrolling in a course. This is so that we can ensure that the User's data is handled in the most appropriate way for their age-group.

## 3. PRICES AND PAYMENTS

### 3.1

All prices listed on the Website are correct at the time of publication. However, we reserve the right to alter these in future.

### 3.2

A Student can purchase an Econominds Course for themselves, acting as their own Payee, or a Parent can purchase an Econominds Course on behalf of a Student, acting as a Payee.

### 3.3

Econominds will take all reasonable care, in so far as it is in our power to do so, to keep the details of the User's order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss the User may suffer if a third party procures unauthorised access to any data the User provides when accessing or ordering from the Website;

#### 3.3.1

the Payee debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet;

#### 3.3.2

the credit card company of the Payee may do security checks to confirm it is you making the order;

#### 3.3.3

The secure payment gateway used will be Stripe and they will be liable for any payment security issues or queries.

### 3.4

If Econominds does not receive a payment on time we reserve the right to suspend or cancel the Student's participation on the Econominds Course and further access to Econominds may be denied to the Student and Parent.

3.5 Where a Student receives 1:1 tutoring sessions on top of platform access, the Payee enters into a binding contract to pay for those sessions. Fees for 1:1 sessions are payable in advance of the relevant session(s).

3.6 Where Econominds issues an invoice for 1:1 sessions, the Payee must clear the full invoiced balance within 7 days of the invoice date, unless the session date falls earlier, in which case payment is due before that session.

3.7 If any invoiced sum remains unpaid after the due date in clause 3.6, Econominds reserves the right to charge interest on the outstanding balance at 5% per annum above the Bank of England base rate in force from time to time, accruing daily from the due date until payment is received in full.

3.8 Non-payment under clauses 3.5–3.6 entitles Econominds to suspend or cancel the Student's 1:1 sessions in accordance with clause 3.4, without waiving the right to recover outstanding fees.

3.9 Where 1:1 sessions have been delivered and the corresponding fees remain unpaid, Econominds reserves the right to pursue recovery of the outstanding balance, including interest under clause 3.7 and any reasonable costs of recovery, through debt collection and/or legal proceedings.

## **4. ABOUT ECONOMINDS**

### 4.1

Econominds may be accessed online via our Website.

### 4.2

Students should be aware that completion of each Course requires significant effort and regular participation;

#### 4.2.1

Some modules of a Course may require more effort and time than other modules and progression through a Course is not linear;

#### 4.2.2

The effort required to progress through a Course will vary at different stages of participating in the Course;

#### 4.2.3

Inactivity may adversely impact the score allocated to the Student resulting in a lower score to take account of the period of inactivity.

### 4.3

Upon enrolment in a course, we grant to the Student a non-exclusive, non-transferable, limited, personal, revocable, worldwide licence to access Econominds and the purchased Econominds Course(s). The licence is a "named user" licence which means that only the Student who is named on the licence may use the licence and access Econominds. Courses cannot be shared or used by more than one individual.

#### 4.4

Parents are not permitted to login or access the Econominds Website through a Student's account.

#### 4.5

The User shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make Econominds available to any third party, or the content of Econominds or any of our Courses or our Website in any way; (ii) modify or make derivative works based upon Econominds or any Course; (iii) embed the service as an "iframe" or "frame" from within another application; or (iv) reverse engineer or access the Website or Econominds in order to (a) build a competitive product or service, (b) build a product using ideas, features, functions or graphics that are similar to those related to the Website or Econominds, or (c) copy any ideas, material, features, functions or graphics of the service.

#### 4.6

When accessing Econominds and using our Website the User shall not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the service or the data contained therein, or our Website, servers or networks; (iii) attempt to gain unauthorised access to the Website or Econominds or its related systems or networks; or (iv) take any action that imposes an unreasonably or disproportionately large load on our system.

#### 4.7

The User is not permitted to use Econominds or any Course to assist in the development of their own software or that of a third party. The User must not use or copy all or any part of Econominds's graphical user interface, operating logic or database structure for it to be part of or to develop any software or other product or technology, unless that use or copying is permitted by law.

#### 4.8

From time to time Course content will change to take account of changes in the curriculum set by the Examination Body or to be improved by Econominds;

##### 4.8.1

For the avoidance of doubt, where this occurs participation on a Course does not entitle Students to participate in updated Courses free of charge.

#### 4.9

Courses cannot be paused.

#### 4.10

Econominds reserves the right to change the schedule or content of a Course, even but not limited to while it is in progress, without notice.

#### 4.11

The User agrees to the Referral Terms and Conditions set out at <https://econominds.co.uk/referralterms>.

### **5. OUR “ MONEY BACK GUARANTEE” OFFER**

#### 5.1

For Students who purchase and complete Econominds Courses with our money back Guarantee Course, we guarantee that the Student will obtain a mark deemed by the relevant Examination Body as an A/A\* which the Econominds Course has prepared them for, or we will refund all fees paid for that Course.

#### 5.2

To claim a refund the following conditions must be met to our reasonable satisfaction:

##### 5.2.1

The Student must have participated and completed the specific Money back Guarantee Course in full which is demonstrated by an Econominds Score above 90% at the time of taking the exam. All live sessions must have been attended or the recordings watched in full for the academic year you are sitting your exam. You must complete all the chains of analysis with a score above 8/10, submitted and completed all homework set in the live sessions, must complete all the predicted papers from Econominds and achieve an A/A\* in the papers within timed conditions before the exam

##### 5.2.2

the Student or their Parent must not be in breach of any other clause of these Terms and Conditions, including but not limited to allowing the Course to be accessed by anyone other than the Student during their enrolment

##### 5.2.3

the examination which the Student sits must be the exact examination provided by the specific Examination Body that the Econominds Course claims to prepare students for; If a student has extenuating circumstances during the exam, we are unable to refund a student their money back

##### 5.2.4

the Student or Payee must notify us by email within 14 days of receiving the results, stating the intention to claim a refund and providing evidence in one of two forms;

#### 5.2.4.1

photograph or copy of certificate provided by the Examination Body;

#### 5.2.4.2

photograph or copy of grades print out provided by the Examination Body;

#### 5.2.5

the Course must not have been accessed by anyone other than the Student.

### 5.3

Aside from the refund of fees paid for the relevant Course in accordance with this clause, Econominds will not have any other liability whatsoever if the Student does not for whatever reason obtain an A\* or A grade in the relevant exam.

## **6. ECONOMINDS CODE OF CONDUCT**

### 6.1

All Students who participate in an Econominds Course must agree to abide by the following code of conduct:

#### 6.1.1

I will not engage in any activity that may dishonestly improve my results.

#### 6.1.2

I will self-mark my own work honestly, accurately and to my best ability in order to maximise my own improvement.

#### 6.1.3

My answers to quiz questions, memorisation exercises or exam practice sessions will be my own work entirely.

#### 6.1.4

I will not make my solutions to quiz questions, memorisation exercises or exam practice sessions available to anyone else.

#### 6.1.5

I will not share any of the Econominds Course material, whether content or exercises, with anyone else.

## **7. WHAT WE DO WITH YOUR INFORMATION**

### 7.1

The User agrees to provide Econominds with accurate and complete information wherever Econominds requests information from the User.

### 7.2

The User agrees to provide Econominds with accurate and complete information wherever Econominds requests information from the User.

### 7.3

Econominds will not disclose sensitive personal information to third parties without direct consent from the User.

### 7.4

The User is entitled to request a copy of the personal information we hold on them.

### 7.5

For more information about how Econominds processes and uses information we collect about Users, please see our full Privacy Policy. By using Econominds, the User is consenting to such processing and use.

## **8. SUPPORT**

### 8.1

All operational queries or complaints concerning Econominds and access to any of the Courses should be addressed to [info@econominds.co.uk](mailto:info@econominds.co.uk).

### 8.2

Econominds can be accessed from any internet enabled desktop PC. High speed broadband is recommended. Mobile and tablet devices may not be supported.

### 8.3

When using Econominds the Student must ensure that their internet browser is up-to-date to ensure that Econominds appears in the correct format with its intended functionality. Old browser software may not display questions in the correct format.

## **9. INTELLECTUAL PROPERTY AND DATA SUBMITTED ON ECONOMINDS COURSES**

### 9.1

All Rights in the Website and Econominds Courses are and shall remain the property of Econominds or of its licensors (as the case may be) and nothing in these Terms and Conditions shall transfer any ownership rights to the User.

## 9.2

The User must not modify, copy, reproduce, upload, post, transmit or distribute by any means or in any manner whatsoever, any material or information or download from Econominds or our Website except where expressly invited to do so or indicated on Econominds or our Website.

## 9.3

Upon submitting User Material on Econominds, the User assigns to Econominds absolutely with full title guarantee all its right, title and interest in and to the Rights in User Material, including specifically the world-wide right to:

### 9.3.1

use, copy, host, electronically store, cache, display, communicate, broadcast, transmit, make available and distribute the User Material to Users in all existing and future media and formats on Econominds;

### 9.3.2

change, amend or develop the User Material in whatever way Econominds deems appropriate, and create derivative works from it.

## 9.4

The User waives absolutely his moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the User Material and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

## **10. CANCELLATION AND TERMINATION**

### 10.1

The Payee may cancel the Agreement and receive a full refund within 7-10 working days of purchasing a Course provided the Student has not logged in and accessed the Course.

### 10.2

Once a Student has accessed a Course, the Payee is entitled to cancel further participation on a Course at any time but previous payments are no longer refundable.

### 10.3

Cancellation must be requested by emailing [infor@econominds.co.uk](mailto:infor@econominds.co.uk) before the last working day of the month to cancel for the next month.

### 10.4

Econominds is entitled to cancel or suspend a User's access to Econominds or Econominds Courses and/or terminate this Agreement if we reasonably consider or suspect that the User has acted in breach of these Terms and Conditions.

## 10.5

Econominds may cancel or suspend a User's access to Econominds or Econominds Courses and/or terminate this Agreement with immediate effect if at any time:

### 10.5.1

Econominds reasonably considers or suspects that the User has committed any breach or non-observance of any of the provisions of this Agreement;

### 10.5.2

The User commits any gross misconduct affecting the business of Econominds or any fraud or dishonesty or acts in any manner which in the opinion of Econominds brings or is likely to bring Econominds into disrepute or is materially adverse to the interests of Econominds;

## 10.6

Following termination of this Agreement Econominds shall continue to own and be entitled to use the Rights to User Material in accordance with clause 9.3.

## **11. WARRANTIES AND LIABILITIES**

### 11.1

The User warrants that the User Material is and will be original work and has not been and will not be copied wholly or substantially from any other work or material or any other source and that no part of the User Material shall:

#### 11.1.1

infringe any third party Rights;

#### 11.1.2

contain anything which is defamatory, libellous, obscene, or otherwise unlawful;

#### 11.1.3

contain any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information.

### 11.2

The User shall fully reimburse and defend Econominds from and against any damages, costs and expenses suffered or incurred by Econominds or awarded by any court against Econominds as a result of or in connection with:

#### 11.2.1

any claim or action that the use by Econominds or Users of any User Material infringes the copyright or other intellectual property rights of a third party or breaches any applicable law or regulation;

#### 11.2.2

any other breach by the User of these Terms and Conditions.

#### 11.3

Great care has been taken to ensure that the information available on this Website and Econominds is correct and error free. From time to time, there may be errors of fact and/or grammatical, spelling or typographical errors which we will use our reasonable endeavours to correct as soon as these are identified. We apologise for any errors or omissions that may have occurred. We cannot warrant that use of Econominds or the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of Econominds or the Website and we do not make any condition or warranty whatsoever, whether express or implied, relating to fitness for purpose or accuracy.

#### 11.4

Save as expressly set out in these Terms and Conditions, we disclaim any and all liability to the User for Econominds and the Courses. This does not affect the User's statutory rights as a consumer.

#### 11.5

If we are found liable for any loss or damage to the User our liability is limited to the amount the User or Payee has paid for the relevant Econominds Course. Any refund under the A\*-A Guarantee will settle this liability in full.

#### 11.6

Excluding the A\*-A Guarantee offer described in clause 5, we cannot accept any liability to the User for any loss, damage or expense, whether direct or indirect, including any loss such as loss of profits or opportunity, howsoever arising.

#### 11.7

Econominds and the Econominds Courses are provided on an "as is" basis and no condition, warranty or guarantee is offered either to the User in relation to the accuracy of the information provided. We cannot guarantee or warrant to a User that an Econominds Course is suitable for the User or a particular Student. The use of Econominds and the Econominds Courses provided is entirely at the User's and Student's own risk and we cannot be held liable for any loss, damage or injury suffered or incurred as a result.

#### 11.8

Econominds do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to the User or the User's computer system via Econominds or our Website.

11.9

Econominds shall not be held liable for any failure or delay in delivering Econominds where such failure arises as a result of any act or omission which is outside our reasonable control such as an act of God or those of third parties.

11.10

Econominds have taken all reasonable steps to prevent internet fraud and ensure any data collected from the User is stored as securely and safely as possible. However, Econominds cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.

## **12. MISCELLANEOUS**

12.1

Econominds may subcontract any part or parts of Econominds from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without the User's consent or any requirement to notify the User.

12.2

Econominds may alter or vary the Terms and Conditions at any time without notice to the User. Any updates or variations to the Terms and Conditions will be published on the Website

12.3

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, conditions, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

12.4

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

12.6

The User shall not assign or transfer or purport to assign or transfer any of its rights, liabilities or obligations under this Agreement without the prior written consent of Econominds. Econominds may assign or transfer any of its rights, liabilities or obligations under this Agreement.

12.7

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.8

If for any reason any provision of this Agreement is found to be unenforceable, the remaining provisions of this Agreement shall continue to be valid to the fullest extent permitted by law.

### **13. NOTICES**

13.1

A notice or other communication required to be given to Econominds under this Agreement shall be in writing and shall be:

13.1.1

delivered personally; or

13.1.2

sent by pre-paid first class post or recorded delivery; or

13.1.3

sent by email to Econominds at its address set out at the beginning of this Agreement.

13.2

A notice or other communication shall be deemed duly received:

13.2.1

if delivered personally, when left at the address and for the contact referred to in this clause; or

13.2.2

if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

13.2.3

if delivered by email, on the next Business Day after transmission.

13.3

In this clause "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

13.4

This clause does not apply to the service of any proceedings or other documents in any legal action.

## **14. COMMUNITY GUIDELINES**

14.1

Econominds may cancel or suspend a User's access to Econominds or Econominds Courses and/or terminate this Agreement with immediate effect if at any time:

14.1.1

Whilst engaging with the community page, using language which will offend other users in any way

14.1.2

Post anything diverging from the topics outlined within the Econominds courses.

14.1.3

Do not treat any of the Econominds team, whether that be volunteers or workers with respect.

## **15. LAW**

15.1

This Agreement, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law.

15.2

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and determine or otherwise settle all and any claims, proceedings, suits or action (including arbitration) arising out of or in connection with this Agreement or its subject matter.