

SUMMER 2023 UK IMMERSIVE CAREER EXPERIENCE PROGRAMMES TERMS AND CONDITIONS

1. THESE TERMS

1.1 These are the terms and conditions on which we supply our products to you, whether these are services or digital content.

1.2 Our obligations to you will vary depending on the type of booking you make with us. You can make a booking for Educational Services only or Educational Services plus Accommodation (as defined below). We have tried to set out our differing obligations below as clearly as possible.

1.3 Please read these Terms carefully before you submit your booking request to us. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. These Terms should be read in conjunction with our privacy and cookies policy and our acceptable use policy.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are Get GungHo Pte Ltd, a Singapore based educational consultant for InvestIN Education Ltd, a company registered in England and Wales, whose company registration number is 08179629 and registered office is at 85 Great Portland Street, First Floor, London, United Kingdom, W1W 7LT. Our registered VAT number is 199765625, ("we, "us", "our"). In these Terms, references to "you" and "your" include the first named person on the

booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

2.2 You can contact us by writing to the above address, emailing us at team@getgungho.com or by telephoning our customer service team at +65 98600822.

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 By making a booking with us, you must either be over the age of 18, or have the consent of a parent or guardian to make the booking. If you make a booking on behalf of a student, both you and the student will be bound by these terms.

2.5 Definitions:

“Booking” means your order of our products, whether they are services or digital content, but not including any accommodation booked;

“Course Materials” means the materials relating to any one product, which may be in physical and/or digital format.

“Event” means the services, course or programme that you have booked to attend either online or in-person;

“Accommodation” means the overnight accommodation in which you will be staying for the purposes of attending a course, booked through us;

“Educational Services” means all events whether delivered online or in-person including seminars, workshops, programmes, tutoring or any other educational services that we may offer;

“Product” means any of our products referred to in clause 4 below;

“AmbitionX” means a platform created by us, comprising access to some of our digital content and online courses and events;

“Subscription Period” means the period of 12 months;

“Website” means <https://getgungho.com> or <https://investineducation.co.uk> or <https://investin.org>;

“Writing” includes emails. When we use the words “writing” or “written” in these Terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 Our acceptance of your booking will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we are unable to accept your booking, we will inform you of this and will not charge you. This might be because the product is no longer

available, has changed in some way or because we have identified an error in the price or description of the product.

3.3 If you are purchasing our products from outside of the UK, we make no warranties that our digital content will be available in the country in which it has been purchased.

4. OUR PRODUCTS

4.1 Educational Services

4.1.1 All Events, content, the venue and the timing thereof will be as set out in the description on our Website, subject to the changes permitted under these Terms.

4.1.2 Any course materials to be supplied will either be provided in physical format and made available on the day of the Event, or may be made available online (either before or after the Event). Where course materials are provided online prior to an Event, you will be responsible for downloading a copy of those materials for use at the Event (hard copies may not be provided by us at the Event in these circumstances). Except as set out in the description of the Event on the website, no other course material will be provided

4.1.3 You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which Events are provided and at any Place of Accommodation.

4.1.4 You must only use the premises at which Events are provided for the purposes of participating in the Event you have booked.

4.1.5 We shall provide such presenters to present the Events as we, in our sole discretion, deem fit and we shall be entitled at any time to substitute any presenter with any other person who, in our sole discretion, we deem suitably qualified to present the relevant Event.

4.1.6 We shall provide the Events and programmes in-person or online; however we shall be entitled at any time to substitute in-person Events and programmes in whole or part with Events or programmes delivered online where we, in our sole discretion, deem the substitution to be a suitable alternative to the in-person Event.

4.1.7 If you require a visa to enable you to attend one of our programmes you are responsible for obtaining the necessary visa and for ensuring that your attendance is satisfactory to meet your visa requirements.

4.1.8 You must sign an attendance register for each Event as required by the presenter.

4.1.9 Your personal possessions are your sole responsibility and we accept no responsibility and/or liability for anything that is lost or stolen from our venues or Accommodation. You are advised during an Event to keep your valuables with you at all times.

4.1.10 You acknowledge that we and our venue and Accommodation providers operate a zero-tolerance policy in relation to inappropriate behaviour of students. In particular abusive or violent behaviour directed at any member of staff or other students and unfair or dishonest practices including but not limited to cheating, will not be tolerated under any circumstances. We may, at our reasonable discretion and without liability or an obligation to refund any monies paid, refuse to supply any Event or Place of Accommodation to any student and may refuse to admit to, and may remove from any venue premises or Place of Accommodation, any student whose participation in any Event would, in our reasonable opinion, be undesirable or whose behaviour we, or the venue, consider to be in breach of these Terms.

4.1.11 We expect you to take reasonable care to verify that the Event and course materials that you book will meet your needs. We do not make any commitment to you that you will obtain any particular result from your attending an Event or use of the course materials or that you will obtain any particular qualification on completion of the Event (unless otherwise stated on our website).

4.1.12 Unless stated in the Event description on the Website, no food or beverages are provided by the venue at Events.

4.1.13 We, the venue, and the venue staff will have no responsibility for any person, whether they are under or over the age of 18, either before the start time or after the end time of the Event.

4.2 Digital content and online courses

4.2.1 We expect you to take reasonable care to verify that the course that you book will meet your needs. We do not make any commitment to you that you will obtain any particular result from a particular course or use of the course materials or that you will obtain any particular qualification on completion of the course (unless otherwise stated on our website).

4.2.2 Unless you have a current subscription to AmbitionX, any online content that is provided in conjunction with an Event will only be available to view/download for a maximum period of 6 months after the date on which you attend a course.

4.2.4 You must not allow any third party to use your account information and/or computing equipment to access the digital content or course that you have booked.

4.2.5 You may only print off any course materials for your own personal use. You must not provide, offer to sell, license or transfer the course materials (whether in whole or in part in any manner or form or in or on any media) to any other person unless we have agreed to this in writing.

4.3 AmbitionX Subscription

4.3.1 When you register for an Event, you will have access to AmbitionX for the Subscription Period.

4.3.2 To avoid any disruption of service your subscription will automatically renew at the end of each Subscription Period. Where the initial Subscription Period was free of charge, this will convert into a paid subscription at the end of the initial Subscription Period.

4.3.3 Where we are unable to renew your subscription we will automatically suspend or downgrade your account and notify you via email and allow you to update your payment details or take out a new subscription. Please note in this instance you may lose any previous discount or special offer related to your previous subscription.

5. YOUR RIGHTS TO MAKE CHANGES

5.1 If you wish to make a change to your Booking, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, please see clause 8 - Your rights to end the contract.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the Products. We may change the Product:

(a) to reflect changes in relevant laws and regulatory requirements;

(b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Product;

(c) to make changes to start/end times of Events;

(d) to change those providing, speaking or appearing at any Event;

(e) to change the format of the course including changing all or part of the course to an online course rather than an in-person course where caused by a reason beyond our reasonable control;

(f) to change the date of a course where such change is caused by a reason beyond our reasonable control

(g) to change the venue of the course;

(h) to change the place of Accommodation; and

(i) to change the place of any site being visited as part of the Product (including visits to any specific company, organisation or tourist attraction).

6.2 As set out in our pre-contract material, our courses may be provided either in person or online. Circumstances beyond our reasonable control may require the substitution of in-person delivery with online performance. We may also make significant changes to the Products and these Terms. We may make significant changes to a Product including the

venue or the date of an Event other than as permitted in 6.1 above, where reasonably necessary as a result of circumstances outside our reasonable control and in those circumstances where changes to the Products are made, we will notify you and you may then contact us to end the contract before the changes take effect and receive a credit for any services paid for but not received as at that date.

6.3 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match in all material respects the description of it that we provided to you before you bought it.

7. PROVIDING THE PRODUCTS

7.1 The date of when Events, digital content and online courses will be available are as set out on the Website, save as varied in accordance with these Terms.

7.2 We are not responsible for delays or failures in providing Products or an Event taking place which result from matters outside our control. If our supply of the Products or an Event is delayed, hindered or prevented by an event outside our control, then we will contact you as soon as reasonably practicable to let you know and we will take steps to minimise the effect. Provided we do this we will not be liable for delays caused by the Event, but if there is a risk of substantial delay you may contact us to cancel the booking and obtain a 100% credit to use for a future booking, with the caveat that only one credit will be granted per purchase. This credit must

be used within 12 months of the date it is given and any booking made with this credit will be subject to our standard terms and conditions of business in force as at that time.

7.3 We may need certain information from you so that we can supply the Products to you, including but not limited to identification details, academic history, and student details. If so, this will have been stated in the description of the Products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.4 Reasons we may suspend the supply of Products to you. We may have to suspend the supply of a Product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Product as notified by us to you (see Clause 6.);
- (d) deal with circumstances where you have not paid us for the Products;

(e) deal with circumstances which delay or hinder performance of the agreement between us and supply of the Product outside our reasonable control; or

(f) deal with circumstances where you have not supplied us with information as per clause 7.3 above.

7.5 Your rights if we suspend the supply of Products. We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. You may contact us to end the contract for a Product if we suspend it, or we will tell you we are going to suspend it, in each case where such suspension is for a period of more than 2 months and we will provide you with a 100% credit to use for a future booking, with the caveat that only one credit will be granted per purchase. This credit must be used within 12 months of the date it is given and any booking made with this credit will be subject to our standard terms and conditions of business in force as at that time.

7.6 Where we are entitled to suspend the supply of the Product and the circumstances of clause 7.4 apply and we have notified you at the time of booking that we may decide to provide all or part of the Product by way of realtime online streaming instead of live/in-person delivery, we will offer you the option to complete part or all of the Event, course or seminar in this realtime online format instead of in-person. We will notify you and you may then contact us to end the contract before delivery of the realtime online streaming and receive a credit for any services paid for but not received as at that date.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought and when you wish to end the contract.

(a) If what you have bought is misdescribed you may have a legal right to end the contract (or to request a service to be re-performed or to get some or all of your money back), see clause 11;

(b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

(c) If you have just changed your mind about the Product and you are within the cooling-off period, you may be able to get a refund, see clause 8.3;

(d) In all other cases (if we are not at fault and there is no right to change your mind), see clauses 8.3 and 8.4.

8.2 Subject to 8.3 and 8.4, if you are ending a contract for a reason set out at (d) to (e) in this clause 8.2 the contract will end immediately and we will refund you for any Products which have not been supplied. If you are ending a contract for a reason set out at (a) – (c) in this clause 8.2, then the contract will end and you will be entitled to a 100% credit to use for a future booking. The reasons for ending the contract are:

(a) we have told you about an upcoming major change to the product or these terms which you do not agree to (see Clause 6.2);

(b) there is a risk that supply of the Products may be significantly delayed because of events outside our control and we notify you that such significant delay is unavoidable;

(c) we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months but only for those Products that were to be provided exclusively online;

(d) we have told you about an error in the price or description of the Product you have ordered, and you do not wish to proceed;

(e) exercising your right to change your mind (Consumer Contracts Regulations 2013), if applicable.

8.3 When purchasing digital content online, you have a legal right to change your mind within 14 days and receive a refund, but the cancellation rights do not apply after you have started to download or stream the digital content. Note that this does not apply to any product/Event purchased which takes place on a specific date, be that an online or in-person Event (see clause 8.4 below), only online content such as videos or e-books. You have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming, to cancel by notifying us and if you wish, you may use the form of

cancellation form which is set out at the end of these Terms. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind and to cancel the order.

8.4 You have no legal right to change your mind with regards to any courses or seminars (whether to be provided online or in person) that you book for specific dates. If however for any reason you cannot attend, provided you give us at least 30 days' notice prior to the date of the Event, we will provide you with a 100% credit to use for a future booking, with the caveat that only one credit will be granted per purchase. This credit must be used within 12 months of the date it is given.

8.5 You have no legal right to change your mind with regards to the booking of any Accommodation or travel booked with us, and no credit will be provided to you in the event of a cancellation of any Place of Accommodation or travel at any time.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 To end the contract with us, please let us know by doing one of the following:

(a) Email us at team@getgungho.com Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) By post. Print off the form at the end of these terms and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 Where a refund is due to you, we will pay you by the method you used for payment within 14 days of. However, we may make deductions from the price, as described below.

9.3 Any refunds due to you will be made using the same payment method you used to pay us, within 14 days of your telling us that you have changed your mind. We will made deductions from any refund as set out in these terms.

10.

OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us when it is due, and you still do not make payment within 5 days of us reminding you that payment is due;

(b) you breach any of these terms and conditions.

(c) we are unable to provide the Products in accordance with these Terms due to events outside our control.

10.2 If we end the contract in the situations set out in Clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. For the avoidance of doubt, no refund is offered on a credit note.

10.3 We may withdraw the Product. We may write to you to let you know that we are going to stop providing the Product. We will let you know of our stopping the supply of the Product and will refund any sums you have paid in advance for Products which will not be provided. This clause will not prevent us from providing all or part of a Product which includes an in-person programme to an on-line programme.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You should email our customer service team at team@getgungho.com. You should also see the complaints procedure [here](#).

11.2 Summary of your legal rights. We are under a legal duty to supply Products that are in conformity with this contract. This means that (i) if your Product is digital content, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality;

and (ii) if your Product is services, the Consumer Rights Act 2015 says it must be carried out with reasonable care and skill. Nothing in these Terms will affect your legal rights.

12. PRICE AND PAYMENT

12.1 The price of the Product (which includes VAT where applicable) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the Product you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a

mispricing, we may still end the contract, refund you any sums you have paid and have no further legal obligation to you.

12.4 When you must pay and how you must pay. All Products must be paid for at the time of submitting your order. The methods of payment are as stated on our invoice or Website.

12.5 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 Subject to the remainder of this clause 13, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 Accommodation Bookings: where you have booked Accommodation as part of your booking, subject to the remainder of this clause 13, we have

a duty to select the accommodation suppliers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the provision of the accommodation or any acts or omissions of the supplier, its employees or agents.

13.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products. In any other event and subject to any grounds under which it would be unlawful to exclude liability, our liability to you will be limited to the value of the Product you paid for or £1,000, whichever is the higher.

13.4 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

13.5 We are not liable for business losses. We only supply the Products to individuals for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.6 We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our Website. For example, any service or facility which your hotel or any other supplier agrees to provide for you.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 We will use the personal information you provide to us as more particularly set out in our privacy policy:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

15. OTHER IMPORTANT TERMS

15.1 Special offers and discounts. Any special offers or discounts on the website can be withdrawn at any time, without notice. Discounts for group

bookings can only be given when all those being booked are attending the same Event.

15.2 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 10 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

15.3 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. For the avoidance of doubt, this also means that any courses or seminars booked can only be attended by the person named on the booking.

15.4 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later

date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.7 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

15.8 Alternative dispute resolution. Alternative dispute resolution (ADR) is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an ADR provider however, as we are not members of an ADR, we shall, at our sole discretion, have the right as to whether to accept or reject your nominated ADR. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

15.9 Events Beyond Our Control: Except where otherwise expressly stated in these Terms, we exclude our liability to you as well as having to pay you compensation if our contractual obligations to you are affected by events beyond our control. We will however provide you with the right to terminate the contract where events beyond our control occur as set out in these Terms. This means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease or natural disasters such as

floods, earthquakes or weather conditions, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or supplier(s)'s control.

15.10 Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as an Event Beyond Our Control in accordance with clause 15.9, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

**SUMMER 2023 UK IMMERSIVE CAREER EXPERIENCE PROGRAMMES
CANCELLATION FORM**

(Complete and return this form only if you wish to withdraw from the contract)

To: Get GungHo Pte Ltd

Email: team@getgungho.com

I hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*]

Ordered on [*]

Name of consumer(s)

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper)

Date