



Individual Learning Agreement

Personalised English Language Training for Individual Learners

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Professional English training designed around the learner - not the course.

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Madrid, Spain

<http://www.cwenglish.com/>

Important Notice

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Applies To Individual Learners

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1. Introduction

1.1 Parties

This Individual Learning Agreement ("Agreement") is entered into between **CW English** ("CW English", "we", "our", or "us") and the individual learner identified during the registration process ("the Student", "you", or "your").

Together, CW English and the Student are referred to in this Agreement as **the Parties**.

1.2 Purpose

The purpose of this Agreement is to establish a clear professional relationship between CW English and the Student by defining the educational services to be provided together with the rights, responsibilities and expectations of both Parties.

CW English provides professionally designed English language learning programmes for adults, professionals and other learners seeking to improve their ability to communicate effectively in English.

Unlike standard language schools that typically deliver fixed courses, CW English develops personalised Learning Programmes following an educational review of each Student's current English ability, communication needs, objectives and intended outcomes.

This Agreement explains how those personalised programmes are designed, delivered, reviewed and managed.

1.3 Nature of the Educational Service

The Student acknowledges that the services provided by CW English extend beyond the delivery of individual lessons.

Depending upon the agreed Learning Programme, the educational service may include:

- initial consultation;
- educational assessment;
- Learning Profile analysis;
- professional Programme Design;
- curriculum planning;
- lesson preparation;
- lesson delivery;
- ongoing educational support;
- progress reviews;
- programme adaptation;
- educational recommendations; and
- access to approved digital learning resources where applicable.

Accordingly, the Learning Programme represents an integrated educational service rather than the purchase of isolated lessons.

1.4 Relationship Between the Parties

Nothing contained within this Agreement creates a partnership, employment relationship, agency or joint venture between CW English and the Student.

The relationship is that of an independent educational provider delivering professional language training services to an individual learner.

2. Definitions

For the purposes of this Agreement, the following definitions apply unless the context requires otherwise.

Acceptance

Confirmation by CW English that an enquiry has been reviewed and that the prospective Student may proceed with the enrolment process.

Acceptance does not guarantee a particular lesson schedule, programme fee or Learning Programme.

CW English

The English language training provider delivering the educational services described in this Agreement.

Lesson

A scheduled instructional session delivered by CW English as part of an agreed Learning Programme.

A Lesson forms one component of the wider educational service and should not be interpreted as a standalone purchase unless expressly agreed in writing.

Learning Profile

The structured learner questionnaire completed during enrolment to identify the Student's learning objectives, communication needs, professional requirements, previous learning experience and other information relevant to Programme Design.

Learning Programme

The personalised programme of English language learning accepted by the Student following completion of Programme Design.

A Learning Programme may include educational recommendations relating to lesson frequency, duration, delivery format, learning priorities, independent study and ongoing progress review.

Learning Programme Proposal

The written educational recommendation prepared by CW English following completion of Programme Design.

The proposal may include:

- current English level;
- communication strengths;
- development priorities;
- recommended learning pathway;
- suggested lesson structure;
- estimated programme duration;
- delivery format;
- programme fee; and
- professional educational recommendations.

The Learning Programme Proposal represents the professional judgement of CW English based on the information available at the time of Programme Design.

Level Assessment

The assessment used by CW English to evaluate the Student's current English language ability before Programme Design begins.

Pricing & Payment Guide

The current CW English document describing programme fees, payment methods, payment schedules, cancellation arrangements and related commercial policies.

The Pricing & Payment Guide forms part of this Agreement.

Programme Design

The professional educational analysis undertaken by CW English using information provided by the Student, including the Level Assessment, Learning Profile and any additional educational information considered relevant.

Programme Design is a professional service distinct from lesson delivery.

Programme Design Deposit

The fee payable before Programme Design commences.

The deposit covers the professional educational work undertaken during Programme Design and, where the Student proceeds with the Learning Programme, is credited towards the agreed programme fee.

Student Dashboard

The secure online environment provided by CW English through which Students may access elements of their learning journey, including registration, assessments, learning resources, homework, progress records and other educational services as they become available.

3. Guiding Principles

CW English is founded upon the principle that effective language learning is purposeful, personalised and progressive.

Every Student begins with different experiences, strengths, objectives and communication challenges. For this reason, meaningful educational planning should begin with understanding the learner before instruction begins.

Accordingly, CW English is guided by the following principles:

- learning should be personalised rather than generic;
- educational recommendations should be based upon professional judgement;
- assessment should inform programme design;
- programmes should evolve as the learner develops;
- progress should be reviewed regularly;
- communication skills should be developed for authentic personal and professional situations;
- learners should be encouraged to become increasingly confident and independent in their use of English.

These principles underpin the educational approach adopted throughout this Agreement and the Learning Programme.

4. Educational Philosophy

CW English believes that effective language learning begins long before the first lesson is delivered.

Every learner brings different experiences, strengths, objectives, motivations and communication challenges. For this reason, meaningful educational planning should begin with understanding the learner rather than placing every Student into a predetermined course.

The purpose of Programme Design is to ensure that educational decisions are informed by evidence gathered during the enrolment process, including the Level Assessment, Learning Profile and any additional information relevant to the Student's learning requirements.

Accordingly, each Learning Programme is developed through a structured educational process rather than a fixed syllabus.

The educational approach adopted by CW English is based upon the following principles:

- assessment should guide educational planning;
- learning should reflect the Student's individual objectives;
- communication should be developed through purposeful practice;
- progress should be monitored regularly;
- programmes should adapt as learners develop;
- independent learning should complement scheduled lessons;
- educational recommendations should be based upon professional educational judgement.

CW English recognises that language learning is a progressive process requiring consistent participation, meaningful practice and sustained commitment over time.

While every reasonable effort will be made to support the Student's development, progress ultimately depends upon factors including attendance, participation, independent study, motivation and opportunities to use English outside the classroom.

Accordingly, CW English cannot guarantee any specific:

- CEFR level;
- examination result;
- employment outcome;
- promotion;
- professional opportunity; or
- timeframe for achieving fluency.

4.1 Professional Educational Judgement

CW English provides educational recommendations based upon professional educational judgement.

Although the Student's preferences and objectives will always be considered, CW English reserves the right to recommend learning approaches, lesson structures or programme adjustments that differ from the Student's expectations where such recommendations are reasonably believed to produce better educational outcomes.

Professional educational recommendations are made in the interests of effective learning and should not be interpreted as guarantees of particular outcomes.

4.2 Continuous Improvement

CW English is committed to the continuous development of its educational services.

Accordingly, CW English may improve, update or refine its:

- teaching methodologies;
- lesson materials;
- educational resources;
- assessment procedures;
- digital learning tools;
- Student Dashboard;
- administrative systems; and
- educational processes,

provided that such changes do not materially reduce the educational services already agreed with the Student.

Where significant changes may affect an ongoing Learning Programme, CW English will make reasonable efforts to communicate those changes in advance.

5. Scope of Services

CW English provides personalised English language training designed to meet the individual communication needs of adult learners and professionals.

The precise services included within each Learning Programme will depend upon the recommendations made during Programme Design and the Learning Programme accepted by the Student.

Services may include, where applicable:

- personalised one-to-one tuition;
- small-group tuition;
- General English;
- Business English;
- English for Specific Purposes (ESP);
- workplace communication training;
- presentation skills;
- meeting and negotiation English;
- pronunciation development;
- grammar development;
- vocabulary expansion;
- writing development;
- speaking and fluency development;
- listening development;
- English Level Assessment;
- Learning Profile analysis;
- Programme Design;
- curriculum planning;
- progress reviews;
- educational recommendations;
- homework and independent study activities;
- learning materials;
- approved digital educational resources;
- online lessons;
- face-to-face lessons; and

- other educational services expressly agreed between the Parties.

The inclusion of any particular service shall depend upon the agreed Learning Programme.

5.1 Personalised Learning Programmes

Every Learning Programme is individually designed.

No two programmes are required to contain identical:

- lesson structures;
- learning priorities;
- programme duration;
- lesson frequency;
- educational resources; or
- learning activities.

Educational recommendations will reflect the professional educational judgement of CW English following completion of Programme Design.

5.2 Programme Flexibility

Because language learning is dynamic, the Learning Programme may be reviewed and adjusted throughout its duration.

Adjustments may be recommended to reflect:

- educational progress;
- changing personal objectives;
- workplace requirements;
- assessment results;
- emerging learning needs;
- professional opportunities;
- changes in lesson frequency; or
- other educational considerations.

Such adjustments form part of the personalised educational service and shall not constitute a failure to deliver the agreed Learning Programme.

5.3 Services Not Included

Unless expressly agreed in writing, CW English does not provide:

- guaranteed examination success;
- guaranteed CEFR progression;
- official examination registration;
- examination fees;
- immigration advice;
- legal advice;
- recruitment services;
- employment placement;
- certified translation or interpreting services;
- completion of academic assignments on behalf of Students;
- preparation of work intended to be submitted dishonestly as the Student's own.

Requests for additional services outside the agreed Learning Programme may be accepted at the discretion of CW English and may be subject to separate fees.

6. Enrolment and Programme Commencement

6.1 Initial Enquiry

Prospective Students may enquire about CW English through the official website, email, telephone or any other communication channel approved by CW English.

An enquiry is an expression of interest only and does not create a contractual relationship between the Parties.

Submitting an enquiry does not guarantee acceptance onto a Learning Programme.

CW English reserves the right to request additional information before considering an application.

6.2 Application Review

Each enquiry is reviewed individually to determine whether CW English is able to provide an appropriate educational service.

The review may consider factors including:

- the Student's learning objectives;
- current English ability;
- communication requirements;
- programme suitability;
- teacher availability;
- educational resources;
- scheduling requirements; and
- any other information reasonably considered relevant.

CW English reserves the right to decline an application where:

- the requested service falls outside its educational provision;
- suitable teaching capacity is unavailable;
- the proposed Learning Programme is not considered appropriate; or
- any other reasonable educational or operational grounds apply.

Where practical, CW English may recommend alternative options.

6.3 Acceptance

Where an application is accepted, CW English will issue an **Acceptance Email** confirming that the prospective Student may proceed to enrolment.

Acceptance confirms only that the enrolment process may begin.

It does **not** confirm:

- a Learning Programme;
- a lesson schedule;
- a teacher allocation;
- lesson availability; or
- programme fees.

These matters will be determined following completion of Programme Design.

6.4 Student Registration

Before Programme Design begins, the Student must complete the official CW English registration process.

The Student agrees that all information provided during registration is accurate, complete and truthful.

The Student further agrees to notify CW English without unreasonable delay if any information relevant to the Learning Programme changes during enrolment or while participating in the programme.

Providing information that is knowingly false or materially misleading may result in suspension or termination of this Agreement.

6.5 Student Dashboard

Following acceptance onto the enrolment process, the Student will be invited to register for the CW English Student Dashboard.

The Student Dashboard forms part of the enrolment and learning journey and provides access to educational services made available by CW English. Depending upon the stage of the Student's programme, these may include:

- registration;
- English Level Assessment;
- learning resources;
- homework;
- lesson information;
- progress records;
- educational materials;
- announcements; and
- other educational services introduced by CW English.

CW English may improve, expand or modify the Student Dashboard from time to time as part of the ongoing development of its educational services.

Temporary interruptions caused by maintenance, upgrades or technical issues shall not constitute a breach of this Agreement.

6.6 English Level Assessment and Learning Profile

Before Programme Design can begin, the Student agrees to complete:

- the CW English English Level Assessment; and
- the Personal Learning Profile.

These should be completed honestly, independently and to the best of the Student's ability unless instructed otherwise by CW English.

Where necessary, CW English may request additional information or arrange an educational consultation to clarify the Student's learning requirements.

Failure to complete these requirements may delay the enrolment process and the commencement of Programme Design.

6.7 Enrolment Review

Once the required enrolment information has been received, CW English will review the information provided by the Student.

This review may include consideration of:

- registration information;
- confirmed lesson availability;
- English Level Assessment results;
- Personal Learning Profile responses; and
- any additional information considered relevant.

The purpose of this review is to confirm that sufficient information has been obtained before Programme Design begins.

6.8 Individual Learning Agreement and Programme Design Deposit

Following completion of the enrolment review, CW English will issue:

- the Individual Learning Agreement; and
- an invoice or secure payment link for the Programme Design Deposit.

Programme Design will commence only after:

- the Individual Learning Agreement has been accepted; and
- the Programme Design Deposit has been received,

unless otherwise agreed in writing.

The Programme Design Deposit covers the professional educational work undertaken during Programme Design and is separate from lesson delivery.

Where the Student proceeds with the recommended Learning Programme, the Programme Design Deposit will be credited in full towards the agreed programme fee.

6.9 Programme Design

Following receipt of the signed Individual Learning Agreement and the Programme Design Deposit, CW English will undertake a professional educational review of all relevant information.

Programme Design may consider:

- current English ability;
- communication strengths;
- areas requiring development;
- personal objectives;
- professional objectives;
- workplace communication requirements;
- preferred learning approaches;
- previous learning experience;
- anticipated programme outcomes; and
- any additional educational information reasonably considered relevant.

Programme Design is conducted using professional educational judgement and is intended to provide recommendations that best support the Student's long-term development.

6.10 Learning Programme Proposal

Following completion of Programme Design, CW English will prepare a personalised Learning Programme Proposal.

The proposal may include:

- current English level;
- communication strengths;
- priority development areas;
- recommended learning pathway;
- lesson frequency;
- lesson duration;
- delivery format;
- estimated programme duration;
- programme fee;
- educational recommendations; and
- any other information considered relevant.

The Learning Programme Proposal represents CW English's professional educational recommendation based upon the information available at the time Programme Design was completed.

6.11 Acceptance of the Learning Programme

The Student may either accept or decline the Learning Programme Proposal.

Where the proposal is accepted:

- the Programme Design Deposit will be credited towards the agreed programme fee;
- CW English will issue the relevant invoice or payment schedule; and
- the Learning Programme will become active once the agreed payment requirements have been satisfied, unless alternative written arrangements have been agreed.

Lessons will commence on the agreed start date.

6.12 Formation of the Educational Relationship

For the avoidance of doubt, the educational relationship between CW English and the Student develops through the following stages:

1. Initial Enquiry
2. Application Review
3. Acceptance
4. Review of Enrolment Information
5. Confirmation of Lesson Schedule
6. Student Dashboard Registration
7. English Level Assessment
8. Personal Learning Profile
9. Enrolment Review by CW English
10. Individual Learning Agreement
11. Programme Design Deposit
12. Programme Design
13. Learning Programme Proposal
14. Student Acceptance
15. Programme Payment
16. Commencement of the Learning Programme

Each stage forms part of the structured educational process adopted by CW English and reflects its commitment to providing professionally designed, personalised English language training rather than simply scheduling individual lessons.

7. Responsibilities of the Student

7.1 Commitment to Learning

The Student acknowledges that meaningful language learning is a collaborative process requiring commitment from both the Student and CW English.

CW English undertakes to provide professionally designed educational services, while the Student accepts responsibility for engaging actively with the Learning Programme.

The Student agrees to:

- participate fully during lessons;
- make reasonable efforts to practise English outside scheduled lessons;
- complete agreed independent learning activities where appropriate;
- communicate openly regarding learning difficulties or changing objectives; and
- contribute positively to the educational process.

The Student acknowledges that consistent participation is an important factor in achieving successful educational outcomes.

7.2 Attendance and Punctuality

The Student agrees to:

- attend all scheduled lessons punctually;
- notify CW English as soon as reasonably practicable if unable to attend;
- comply with the Cancellation and Rescheduling Policy contained within the Individual Pricing & Payment Guide; and
- respect agreed lesson times.

Repeated absences or persistent lateness may significantly reduce the effectiveness of the Learning Programme and may result in a review of the Student's programme.

7.3 Preparation and Independent Study

Language learning extends beyond scheduled lessons.

Where appropriate, the Student agrees to:

- complete agreed homework;
- review previous lesson content;
- revise vocabulary and grammar introduced during lessons;
- undertake recommended independent study;
- bring any required learning materials; and
- prepare for upcoming lessons where requested.

CW English recognises that Students have differing personal and professional commitments; however, regular independent study is strongly encouraged as part of the Learning Programme.

7.4 Learning Environment

Online Lessons

For online lessons, the Student is responsible for providing:

- a reliable internet connection;
- an appropriate computer, tablet or other agreed device;
- functioning audio equipment;
- a suitable camera where requested for educational purposes;
- a quiet environment conducive to learning.

Face-to-Face Lessons

For in-person lessons, the Student agrees to arrive at the agreed location in sufficient time for the lesson to begin promptly.

Where technical difficulties arise due to the Student's equipment or internet connection, CW English will make reasonable efforts to continue the lesson where practical but cannot guarantee that lost lesson time will always be recoverable.

7.5 Respectful Conduct

CW English is committed to providing a safe, respectful and inclusive learning environment.

The Student agrees to treat teachers, staff and fellow learners with courtesy and respect at all times.

The following behaviour is not acceptable:

- abusive language;
- threatening behaviour;
- harassment;
- discrimination;
- deliberate disruption of lessons;
- behaviour that prevents effective learning.

CW English reserves the right to suspend or terminate the Learning Programme where behaviour is considered incompatible with a professional educational environment.

7.6 Accuracy of Information

The Student agrees that all information supplied during registration, assessment and throughout the Learning Programme shall be accurate to the best of their knowledge.

Where information changes during the programme—including contact details or circumstances that may affect learning—the Student agrees to inform CW English within a reasonable time.

7.7 Academic Honesty

The Student agrees to complete assessments, homework and other educational activities honestly unless a particular activity has been designed as a collaborative exercise.

The Student shall not request CW English to:

- complete assignments on their behalf;
- produce work intended to be submitted as their own;
- provide misleading evidence of English ability; or
- assist in any form of academic dishonesty.

Nothing in this Agreement prevents CW English from providing educational guidance, feedback or language support intended to assist the Student's own learning.

7.8 Communication

The Student agrees to communicate professionally and respectfully with CW English.

Questions relating to lessons, scheduling, educational progress or administrative matters should be raised promptly so that they can be addressed in an appropriate manner.

CW English encourages open communication throughout the Learning Programme and welcomes constructive feedback intended to improve the educational experience.

8. Responsibilities of CW English

8.1 Professional Standards

CW English is committed to delivering educational services with professionalism, integrity and respect.

CW English agrees to:

- exercise reasonable skill, care and professional educational judgement;
- prepare lessons appropriate to the agreed Learning Programme;
- maintain high standards of educational practice;
- provide a respectful, supportive and inclusive learning environment; and
- act honestly and professionally throughout the educational relationship.

Educational recommendations will be based upon the information reasonably available at the time they are made.

8.2 Personalised Programme Delivery

CW English will use the information gathered during Programme Design to develop and deliver a Learning Programme appropriate to the Student's individual requirements.

Programme delivery may take account of:

- current English level;
- communication strengths;
- development priorities;
- personal objectives;
- professional objectives;
- workplace communication requirements;
- preferred learning approaches;
- previous educational experience; and
- progress observed throughout the programme.

The Student acknowledges that educational recommendations may evolve as learning progresses.

8.3 Progress Reviews

CW English may conduct periodic reviews of the Student's progress throughout the Learning Programme.

These reviews may include consideration of:

- communication development;
- lesson participation;
- achievement of learning objectives;
- assessment results;
- confidence in using English;
- independent study;
- future educational priorities.

Following a review, CW English may recommend reasonable adjustments to:

- lesson content;
- programme priorities;
- learning activities;
- lesson frequency;
- independent study; or
- programme duration.

Such recommendations form part of the personalised educational service and do not constitute a failure to deliver the agreed Learning Programme.

8.4 Communication

CW English will make reasonable efforts to:

- respond to enquiries within an appropriate timeframe;
- communicate professionally and respectfully;
- notify Students of changes affecting scheduled lessons;
- provide educational feedback where appropriate; and
- keep Students informed of matters directly affecting their Learning Programme.

8.5 Confidentiality

CW English will treat Student information confidentially except where disclosure is:

- required by law;
- necessary to deliver agreed educational services;
- authorised by the Student; or
- reasonably required to protect the safety or legal rights of those involved.

Confidentiality obligations continue after completion or termination of the Learning Programme.

8.6 Professional Independence

CW English provides educational recommendations based upon professional educational judgement developed through assessment, experience and ongoing observation.

While Student preferences will always be considered, CW English reserves the right to recommend approaches that differ from the Student's expectations where such recommendations are reasonably believed to provide more effective educational outcomes.

The Student acknowledges that accepting professional educational advice forms part of participating in a personalised Learning Programme.

8.7 Continuous Development

CW English is committed to continually improving its educational provision.

Accordingly, CW English may develop and improve:

- teaching methodologies;
- educational resources;
- learning materials;
- assessment processes;
- administrative systems;
- digital learning tools; and
- Student support services.

Where such developments materially affect an ongoing Learning Programme, reasonable efforts will be made to communicate relevant changes in advance.

9. Commercial Terms

9.1 Programme Fees

The fees payable by the Student are set out in the current **CW English Individual Pricing & Payment Guide**, which forms part of this Agreement.

Unless otherwise stated in writing, all fees are quoted in **Euros (€)**.

Programme fees reflect the complete educational service provided by CW English and are not limited to the delivery of scheduled lessons.

Programme fees may include, where applicable:

- educational consultation;
- Programme Design;
- curriculum planning;
- lesson preparation;
- lesson delivery;
- educational resources;
- progress reviews;
- ongoing educational support; and
- other services identified within the agreed Learning Programme.

9.2 Programme Design Deposit

Before Programme Design commences, the Student shall pay the Programme Design Deposit.

The Programme Design Deposit covers the professional educational work undertaken during Programme Design, including:

- review of registration information;
- analysis of the Level Assessment;
- analysis of the Learning Profile;
- educational consultation where applicable;
- curriculum planning;
- preparation of the Learning Programme Proposal.

The Programme Design Deposit is **not** a payment for lessons.

Where the Student accepts the Learning Programme Proposal, the Programme Design Deposit shall be credited in full towards the agreed programme fee.

If the Student decides not to proceed after receiving the Learning Programme Proposal, the Programme Design Deposit is non-refundable because the agreed professional services have already been completed.

9.3 Programme Fees Following Acceptance

Once the Student accepts the Learning Programme Proposal, CW English will issue an invoice for the remaining programme balance after deduction of the Programme Design Deposit.

Unless alternative written arrangements have been agreed, payment must be received before lessons commence.

Where programmes are delivered through agreed instalments or subscription arrangements, payments shall be made in accordance with the Individual Pricing & Payment Guide.

9.4 Invoices

Invoices will normally be issued electronically.

Each invoice will include:

- invoice number;
- invoice date;
- description of services;
- amount payable;
- payment due date; and
- payment instructions.

The Student is responsible for ensuring payment is received by the stated due date.

9.5 Payment Methods

CW English accepts the payment methods listed within the current Individual Pricing & Payment Guide.

CW English reserves the right to introduce or withdraw payment methods where reasonably necessary.

9.6 Late or Outstanding Payments

Where payment is not received by the due date, CW English reserves the right to:

- postpone the commencement of lessons;
- suspend future lessons;
- suspend access to educational resources;
- suspend access to elements of the Student Dashboard where appropriate;
- withhold educational reports or certificates where payment remains outstanding; and
- terminate the Learning Programme following reasonable notice.

The exercise of these rights shall not prevent CW English from pursuing payment of outstanding amounts where legally entitled to do so.

9.7 Changes to Programme Fees

Programme fees agreed for an accepted Learning Programme shall not normally change during that programme unless:

- the Student requests additional services;
- both Parties agree to amend the Learning Programme;
- taxation or legal requirements require adjustment; or
- another circumstance expressly permitted under this Agreement applies.

Future Learning Programmes may be subject to revised pricing.

9.8 Goodwill and Exceptional Circumstances

CW English recognises that exceptional circumstances may occasionally affect a Student's ability to participate in their Learning Programme.

Examples may include:

- serious illness;
- bereavement;
- significant family emergencies;
- unavoidable workplace commitments; or
- other exceptional circumstances beyond the Student's reasonable control.

Where appropriate, CW English may, entirely at its discretion, offer reasonable flexibility regarding scheduling or commercial arrangements.

Any flexibility provided shall be considered an act of goodwill and shall not:

- create a contractual entitlement;
- constitute a waiver of this Agreement; or
- establish a precedent for future cases.

10. Cancellation, Withdrawal and Refunds

10.1 Educational Principle

CW English recognises that different stages of the educational journey involve different professional services.

Accordingly, cancellation and refund arrangements reflect the stage reached within the Learning Programme rather than simply the number of lessons delivered.

10.2 Lesson Cancellation by the Student

Students who need to cancel or reschedule a scheduled Lesson should provide at least **24 hours' notice**, unless the Individual Pricing & Payment Guide specifies otherwise.

Where sufficient notice is provided, the Lesson will normally be rescheduled, subject to teacher availability.

Lessons cancelled without the required notice may be treated as delivered unless CW English determines that exceptional circumstances justify an alternative arrangement.

10.3 Cancellation by CW English

Where CW English needs to cancel or reschedule a Lesson, reasonable notice will be given whenever practicable.

CW English will normally offer:

- a replacement Lesson;
- an alternative time; or
- another appropriate educational solution,

at no additional cost to the Student.

10.4 Withdrawal Before Programme Design

The Student may withdraw before Programme Design begins.

Where Programme Design has not commenced, any refund of the Programme Design Deposit will be determined in accordance with the Individual Pricing & Payment Guide.

10.5 Withdrawal During Programme Design

Once Programme Design has commenced, professional educational work has begun.

If the Student withdraws after Programme Design has started but before receiving the Learning Programme Proposal, CW English reserves the right to retain all or part of the Programme Design Deposit to reflect the professional services already completed.

Any refund will be determined fairly, having regard to the work undertaken.

10.6 Withdrawal After the Learning Programme Proposal

Once the Learning Programme Proposal has been completed and issued, the Programme Design Deposit becomes non-refundable.

This is because the agreed professional educational service has been completed irrespective of whether the Student decides to continue with the proposed Learning Programme.

10.7 Withdrawal After Acceptance

Where the Student withdraws after accepting the Learning Programme and lessons have commenced, any refund relating to unused services shall be calculated in accordance with the Individual Pricing & Payment Guide.

Unless otherwise required by applicable law:

- completed Lessons are non-refundable;
- completed Programme Design is non-refundable;
- completed educational services are non-refundable.

10.8 Exceptional Circumstances

Nothing in this section prevents CW English from exercising reasonable discretion in exceptional circumstances where doing so is considered fair and consistent with the educational relationship.

Any discretionary decision shall not create a continuing entitlement for future Students or future Learning Programmes.

11. Learning Materials and Intellectual Property

11.1 Ownership of Intellectual Property

Unless expressly agreed otherwise in writing, all intellectual property created, developed or supplied by CW English remains the exclusive property of CW English.

This includes, but is not limited to:

- Learning Programmes;
- Programme Design documents;
- Learning Programme Proposals;
- lesson plans;
- presentations;
- worksheets;
- assessments;
- exercises;
- homework;
- learning activities;
- educational methodologies;
- curriculum structures;
- teaching frameworks;
- digital resources;
- online content;
- videos;
- downloadable materials;
- Student Dashboard content; and
- any future educational resources developed by CW English.

Nothing contained within this Agreement transfers ownership of such intellectual property to the Student.

11.2 Licence to Use

CW English grants the Student a limited, personal, non-exclusive, non-transferable and revocable licence to use educational materials supplied during the Learning Programme solely for the Student's own educational purposes.

The Student may not, without prior written permission from CW English:

- copy;
- reproduce;
- distribute;
- publish;
- upload to public websites or social media;
- sell;
- licence;
- commercially exploit;
- modify for commercial purposes; or
- provide such materials to third parties.

This licence automatically ends upon termination of the Learning Programme, except where continued use is reasonably necessary for the Student's own personal revision.

11.3 Student Work

The Student retains ownership of original work personally created during the Learning Programme.

However, the Student grants CW English a non-exclusive right to retain copies of assessments, written work and educational records where reasonably necessary for:

- Programme Design;
- educational planning;
- progress monitoring;
- quality assurance;
- teacher development;
- legal compliance;
- educational record keeping.

Such information shall be processed in accordance with this Agreement and the CW English Privacy Policy.

11.4 Educational Methodology

The Student acknowledges that the educational systems, methodologies, programme structures and teaching approaches developed by CW English form part of its professional expertise.

Participation in a Learning Programme does not grant the Student any ownership or commercial rights in those methodologies.

12. Educational Integrity

12.1 Professional Standards

CW English is committed to maintaining high educational, ethical and professional standards.

Accordingly, CW English reserves the right to decline any request that conflicts with:

- sound educational practice;
- academic integrity;
- professional ethics; or
- applicable law.

12.2 Academic Honesty

CW English will not knowingly assist in any form of academic dishonesty.

Examples include, but are not limited to:

- completing assignments on behalf of a Student;
- producing assessed work intended to be submitted as the Student's own;
- falsifying educational records;
- providing misleading statements regarding a Student's English ability;
- assisting with plagiarism;
- assisting with examination misconduct.

Nothing in this Agreement prevents CW English from providing legitimate educational guidance, feedback, proofreading or language support where this forms part of the agreed Learning Programme.

12.3 Responsible Use of Artificial Intelligence

CW English recognises that artificial intelligence (AI) and other digital technologies may play an increasing role in language learning.

Where AI-assisted tools are incorporated into the Learning Programme, they shall be used to support learning rather than replace the Student's own effort or understanding.

Students remain responsible for ensuring that any work submitted for educational or professional purposes accurately reflects their own knowledge, understanding and abilities unless the use of AI has been expressly authorised.

12.4 Respect for the Learning Community

CW English seeks to maintain a respectful learning environment based upon professionalism, honesty and mutual respect.

Students are expected to contribute positively to that environment and to respect the learning opportunities of others where lessons or activities involve multiple participants.

13. Privacy and Data Protection

13.1 Personal Information

CW English collects and processes personal information only where reasonably necessary to provide educational services.

Information collected may include:

- registration details;
- contact information;
- Level Assessment results;
- Learning Profile responses;
- attendance records;
- educational progress;
- Learning Programme information;
- communication relating to the Learning Programme;
- payment records where applicable.

Only information reasonably necessary for the provision of educational services will normally be collected.

13.2 Purpose of Processing

Personal information may be processed for purposes including:

- Programme Design;
- administration;
- lesson delivery;
- educational planning;
- communication;
- progress monitoring;
- educational record keeping;
- quality assurance;
- legal and accounting obligations;
- improvement of educational services.

CW English does not sell Student personal information.

Personal information will only be disclosed where:

- required by law;
- necessary to deliver agreed educational services;
- authorised by the Student; or
- otherwise permitted by applicable data protection legislation.

13.3 Data Security

CW English will implement reasonable organisational and technical measures designed to protect personal information against:

- unauthorised access;
- accidental loss;
- misuse;
- unauthorised disclosure;
- unlawful processing.

Although no electronic system can be guaranteed completely secure, CW English will act promptly and responsibly should a data security incident affecting Student information become known.

13.4 Data Retention

Educational records may be retained for a reasonable period following completion of the Learning Programme where necessary for:

- educational reference;
- legal compliance;
- accounting obligations;
- quality assurance;
- future Learning Programmes requested by the Student.

Records that are no longer required will be securely deleted or anonymised where appropriate.

13.5 Data Protection Legislation

CW English processes personal data in accordance with applicable data protection legislation, including the General Data Protection Regulation (GDPR) where applicable.

Further information regarding the collection, storage and use of personal information is provided within the CW English Privacy Policy.

14. Limitation of Liability

14.1 Standard of Care

CW English shall exercise reasonable skill, care and professional educational judgement in the provision of its educational services.

Nothing in this Agreement shall be interpreted as reducing the standard of care that a Student may reasonably expect from a professional language training provider.

14.2 Nature of Language Learning

The Student acknowledges that language learning is influenced by numerous factors outside the reasonable control of CW English.

These include, but are not limited to:

- attendance;
- punctuality;
- participation;
- motivation;
- independent study;
- previous educational experience;
- opportunities to practise English outside lessons;
- individual learning pace; and
- personal circumstances.

Accordingly, educational progress cannot be guaranteed.

14.3 No Guarantee of Outcomes

While CW English aims to support every Student in achieving meaningful progress, it does not guarantee:

- achievement of a particular CEFR level;
- examination success;
- fluency within a specified period;
- employment opportunities;
- promotion;
- salary increases;
- immigration outcomes; or
- any other personal or professional result arising from participation in a Learning Programme.

Educational recommendations represent professional judgement rather than guarantees of future performance.

14.4 Digital Services

CW English may provide access to digital educational services including online lessons, the Student Dashboard and other approved educational platforms.

While reasonable efforts will be made to maintain reliable access, CW English shall not be responsible for temporary interruptions arising from:

- internet service failures;
- third-party platform outages;
- scheduled maintenance;
- software updates;
- technical faults beyond its reasonable control.

Where reasonably practicable, CW English will seek appropriate alternative arrangements.

14.5 Limitation of Liability

To the fullest extent permitted by applicable law, CW English shall not be liable for indirect or consequential loss arising from participation in the Learning Programme.

Nothing in this Agreement excludes or limits liability for:

- fraud or fraudulent misrepresentation;
- death or personal injury caused by negligence where such liability cannot lawfully be excluded; or
- any other liability that cannot be excluded under applicable law.

15. Termination

15.1 Termination by the Student

The Student may terminate this Agreement by providing written notice to CW English.

Termination shall not affect:

- fees already due;
- completed educational services;
- completed Programme Design;
- rights that have already arisen under this Agreement.

Refunds, where applicable, shall be determined in accordance with Section 10 and the Individual Pricing & Payment Guide.

15.2 Termination by CW English

CW English may terminate this Agreement by providing reasonable written notice where continuation of the educational relationship is no longer appropriate.

Reasons may include, but are not limited to:

- repeated failure to comply with this Agreement;
- persistent non-payment;
- abusive or threatening behaviour;
- discrimination or harassment;
- deliberate disruption of lessons;
- repeated academic dishonesty;
- provision of materially false information;
- unlawful conduct affecting the Learning Programme.

Where appropriate, CW English will seek to resolve concerns before termination.

Immediate termination may occur where circumstances reasonably require it.

15.3 Effect of Termination

Termination shall not affect:

- intellectual property rights;
- confidentiality obligations;
- payment obligations;
- data protection responsibilities;
- any provision intended to survive termination.

Completed professional educational services remain payable.

16. General Provisions

16.1 Entire Agreement

This Agreement, together with the following documents:

- the Individual Pricing & Payment Guide;
- the Privacy Policy; and
- any document expressly incorporated by reference,

constitutes the entire agreement between CW English and the Student concerning the Learning Programme.

It replaces any previous discussions, representations or understandings relating to the same subject matter.

16.2 Amendments

CW English may amend its policies from time to time in order to:

- improve educational services;
- reflect legal or regulatory changes;
- improve administrative procedures; or
- support the continued development of CW English.

Where changes materially affect existing Students, reasonable notice will normally be provided.

Changes shall not reduce services already paid for unless required by law or agreed by both Parties.

16.3 Notices

Unless otherwise agreed, formal notices under this Agreement may be given by:

- email;
- the Student Dashboard (where implemented);
- first-class post; or
- another agreed written communication method.

A notice shall normally be regarded as received:

- immediately where delivered by hand;
- on the date shown by electronic transmission where successfully sent by email;
- or within a reasonable period following postal delivery.

16.4 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations where such failure results from events beyond its reasonable control.

Examples include:

- natural disasters;
- serious public health emergencies;
- government restrictions;
- war;
- terrorism;
- widespread internet failures;
- prolonged power outages;
- industrial action affecting essential services; or
- other unforeseeable events beyond reasonable control.

The affected Party shall notify the other as soon as reasonably practicable and both Parties shall make reasonable efforts to minimise disruption.

16.5 Severability

If any provision of this Agreement is declared invalid, unlawful or unenforceable by a court or competent authority, the remaining provisions shall continue in full force and effect.

The invalid provision shall, where possible, be interpreted in a manner that most closely reflects its original intention while remaining legally enforceable.

16.6 Waiver

A failure or delay by either Party to exercise any right under this Agreement shall not constitute a waiver of that right.

Any waiver must be made in writing and shall apply only to the specific circumstance for which it is given.

16.7 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Spain.

Nothing contained within this Agreement shall affect any mandatory consumer rights that cannot lawfully be excluded under applicable Spanish or European legislation.

17. Acceptance

By signing this Agreement, or by accepting it electronically during the enrolment process, the Student confirms that they:

- have read and understood this Individual Learning Agreement;
- have had the opportunity to ask questions before accepting these terms;
- have read the current CW English Individual Pricing & Payment Guide;
- have read the CW English Privacy Policy;
- understand the Programme Design process;
- understand that Programme Design is a professional educational service separate from lesson delivery;
- agree to participate honestly and responsibly in the Learning Programme; and
- agree to be bound by the terms of this Agreement.

Student

Full Name: _____

Signature: _____

Date: _____

CW English

Representative: _____

Position: _____

Signature: _____

Date: _____