Terms & Conditions

Document Reference: CW-TC-1.0

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

© CW English

Madrid, Spain

Effective Date: 27 July 2026

https://www.cwenglish.com

1. Introduction

1.1 Purpose

These Terms & Conditions govern the use of the CW English website and the English language training services provided by **C. Warwick English S.L.**, trading as **CW English** ("CW English", "we", "our" or "us").

They establish the general terms under which CW English provides its services to individuals, companies and other organisations.

1.2 Acceptance of these Terms

By:

- accessing the CW English website;
- submitting an enquiry;
- registering for CW English services;
- accepting a place on a programme; or
- purchasing any CW English service,

you agree to be bound by these Terms & Conditions.

If you do not agree with these Terms, you should not use the website or purchase CW English services.

1.3 Related Documents

These Terms should be read together with the following documents where applicable:

- CW English Privacy Policy;
- Individual Learning Agreement;
- Company Training Agreement (where applicable);
- written quotations or proposals;
- written acceptance emails.

Where a separate written agreement has been entered into with a learner or company, that agreement will take precedence over these Terms to the extent of any inconsistency.

2. Definitions

For the purposes of these Terms:

Communication Audit means the process carried out by CW English to identify a company's English communication requirements, analyse learner needs, recommend learner groupings and support curriculum planning.

Company Client means any organisation purchasing or requesting CW English services on behalf of one or more employees.

Curriculum Planning means the professional analysis, research and preparation undertaken by CW English before training begins, including review of learner information, assessment results, workplace requirements and programme design.

FUNDAE means the Spanish public training funding system administered through the Fundación Estatal para la Formación en el Empleo or any successor organisation.

Learner means any individual receiving training or educational services from CW English.

Programme Design Deposit means the deposit payable by individual learners and, where applicable, direct-payment company clients before Curriculum Planning begins. This deposit is credited towards the first agreed payment.

Services means all educational, assessment, consultancy and related services provided by CW English.

Website means the official CW English website and any associated online learner services operated by CW English.

3. About CW English

3.1

CW English is operated by **C. Warwick English S.L.**

CW English specialises in professional English language training for individuals, professionals and organisations. Services are designed to improve practical communication skills through structured assessment, curriculum planning and personalised instruction.

3.2 Services

Services may include, but are not limited to:

- Individual English training;
- Business English training;
- Company English programmes;
- Communication Audits;
- English level assessments;
- curriculum planning;
- learner grouping;
- teaching materials and learning resources;
- progress reviews and evaluations;
- certificates of participation or completion;
- online, face-to-face and blended learning.

CW English reserves the right to modify, improve or discontinue any service where reasonably necessary.

4. Scope of these Terms

These Terms apply to:

- visitors to the CW English website;
- prospective learners;
- registered learners;
- company representatives;
- employees participating in company training;
- organisations purchasing CW English services.

Submitting an enquiry, completing a registration form or requesting information does not create a contractual relationship.

CW English reserves the right to accept or decline enquiries where:

- requested services fall outside our expertise;
- suitable provision cannot reasonably be made;
- required information has not been provided; or
- we believe another provider would better meet the learner's or organisation's needs.

5. Enquiries and Acceptance

5.1 Initial Enquiries

Prospective learners and company clients may submit an enquiry through the CW English website or by another approved communication method.

Submitting an enquiry does not create a contract or guarantee the provision of services.

5.2 Review Process

Each enquiry is individually reviewed to determine whether CW English is able to provide an appropriate training programme.

As part of this review, CW English may request additional information, including but not limited to:

- learner registration;
- company information;
- employee information;
- English level assessments;
- Communication Audit information;
- learning objectives;
- workplace communication requirements; or
- any other information reasonably required to assess the proposed training.

5.3 Acceptance

Acceptance onto a training programme occurs only when CW English provides written confirmation that the enquiry has been accepted.

CW English reserves the right to decline an enquiry where:

- the requested services fall outside its expertise;
- appropriate training cannot reasonably be provided;
- insufficient information has been supplied; or
- accepting the enquiry would not be in the best interests of the learner, company or CW English.

6. Registration and Learner Information

6.1 Registration

Following acceptance, learners and, where applicable, company representatives may be required to complete registration forms before training begins.

Registration enables CW English to prepare an appropriate learning programme and maintain accurate learner records.

6.2 Accuracy of Information

Learners and company representatives agree to provide information that is accurate, complete and, to the best of their knowledge, up to date.

Where relevant information changes during the training programme, CW English should be informed as soon as reasonably practicable.

Providing inaccurate or misleading information may delay or affect the delivery of services.

6.3 Professional Use of Information

Information collected during registration may be used to support:

- learner placement;
- Communication Audits;
- English level assessment;
- curriculum planning;
- learner grouping;
- lesson preparation;
- progress reviews; and
- other educational purposes directly related to the agreed services.

Personal information is processed in accordance with the CW English Privacy Policy.

7. English Level Assessment

7.1 Purpose

CW English may require learners to complete an English Level Assessment before training begins.

The assessment assists CW English in understanding each learner's current level of English and identifying appropriate learning priorities.

7.2 Use of Assessment Results

Assessment results may be used for:

- learner placement;
- curriculum planning;
- learner grouping;
- progress measurement;
- Communication Audits;

- identifying strengths and development needs.

Assessment results form part of the professional educational judgement used by CW English when designing a learning programme.

7.3 Nature of the Assessment

CW English assessments are intended for educational planning and training purposes.

Unless expressly stated otherwise, they do not constitute an officially recognised English language qualification.

8. Communication Audit

8.1 Purpose

Company training programmes may include a Communication Audit before training begins.

The purpose of the Communication Audit is to identify the organisation's English communication requirements and support the design of an effective training programme.

8.2 Scope

Depending on the agreed services, a Communication Audit may include:

- company information;
- employee registration;
- English Level Assessments;
- current communication requirements;
- workplace language use;
- communication challenges;
- learner grouping recommendations;
- curriculum recommendations; and
- training priorities.

The exact scope of the Communication Audit will vary according to the size, objectives and requirements of the organisation.

8.3 Professional Recommendations

Recommendations arising from a Communication Audit represent the professional judgement of CW English based on the information available at the time of the review.

Recommendations are intended to support educational decision-making and may be updated where additional information becomes available.

9. Learning Programmes and Curriculum Planning

9.1 Programme Design

CW English designs each training programme using the information gathered during the enquiry, registration and assessment process.

Where applicable, programme design may take into account:

- learner registration information;
- English Level Assessment results;
- Communication Audit findings;
- learner objectives;
- workplace communication requirements;
- current English proficiency;
- target learning outcomes; and
- the professional educational judgement of CW English.

Each programme is intended to meet the agreed learning objectives as effectively and efficiently as reasonably possible.

9.2 Curriculum Planning

Curriculum Planning is a professional service undertaken before training begins.

It may include:

- reviewing learner and company information;
- analysing assessment results;
- identifying communication priorities;
- designing an appropriate learning pathway;
- selecting learning materials;
- planning lesson content and progression;
- recommending learner groupings where appropriate.

Curriculum Planning forms part of the educational services provided by CW English.

9.3 Programme Adjustments

CW English may modify or adapt a programme during its delivery where this is considered beneficial to learner progress or where circumstances change.

Such adjustments do not constitute a failure to provide the agreed services and are intended to improve the effectiveness of the training.

10. Fees, Programme Design Deposits and Payment

10.1 Fees

Fees for CW English services will be confirmed in writing before training begins.

Unless otherwise agreed, invoices shall be payable in accordance with the payment terms specified in the relevant quotation, proposal or invoice.

10.2 Individual Learners

Following written acceptance onto a programme, individual learners are required to pay a **Programme Design Deposit** before detailed Curriculum Planning begins.

The Programme Design Deposit:

- reserves the learner's place;
- covers the professional time involved in Curriculum Planning;
- is credited towards the learner's selected lesson package and is not an additional fee.

Curriculum Planning will normally begin only after the deposit has been received.

10.3 Company Clients

Where a company is paying directly for training, CW English may require a **Programme Design Deposit** before Curriculum Planning begins.

The deposit will be credited towards the first agreed payment for the agreed training programme.

10.4 FUNDAE-Funded Training

Where training is funded through **FUNDAE**, a Programme Design Deposit is not required.

However, before Curriculum Planning continues, CW English must receive written confirmation or other appropriate documentary evidence that the company has accepted the proposed training programme and wishes to proceed.

Examples of acceptable evidence may include:

- written acceptance of a proposal;
- confirmation by email;
- a purchase order;
- another written instruction from an authorised company representative.

Curriculum Planning will not normally continue until this confirmation has been received.

10.5 Individual Learner Package Payment

Unless otherwise agreed in writing, individual learners must pay the remaining balance of their selected lesson package before their first scheduled lesson.

The first scheduled lesson will normally take place only after payment has been received.

10.6 Direct-Payment Company Clients

Unless otherwise agreed in writing, Company Clients paying directly for training will be invoiced monthly in advance.

Payment shall be made before the commencement of each training month, unless otherwise agreed in writing, and in accordance with the payment terms stated on the relevant invoice.

10.7 FUNDAE Payment Arrangements

Where training is funded through FUNDAE, invoices will normally be issued at the end of each completed training month unless otherwise agreed in writing or required by applicable FUNDAE procedures.

10.8 Late Payment

CW English reserves the right to suspend or postpone services where invoices remain unpaid beyond the agreed payment terms.

Training may resume once outstanding payments have been settled or an alternative arrangement has been agreed in writing.

11. Lesson Scheduling

11.1 Scheduling Lessons

Lesson schedules will be agreed between CW English and the learner or Company Client before training begins.

Lessons may be delivered:

- online;
- face-to-face; or
- through a blended combination of both,

as agreed in writing.

11.2 Changes to the Schedule

CW English will make reasonable efforts to maintain the agreed timetable.

Where changes become necessary due to illness, unforeseen circumstances or operational requirements, CW English will provide reasonable notice and arrange an alternative lesson where appropriate.

12. Attendance, Cancellation and Rescheduling

12.1 Individual Learners

Individual learners may reschedule a lesson by providing at least **24 hours' notice** before the scheduled start time.

Replacement lessons will be arranged at the next mutually convenient opportunity, subject to teacher availability.

Each twelve-lesson programme includes **up to two late rescheduling requests** as a goodwill allowance.

Where these replacement lessons cannot reasonably be delivered before the end of the original programme, they may be completed within a maximum **two-week extension**, subject to teacher availability.

Lessons cancelled with less than 24 hours' notice, or missed without prior notice, will normally be treated as delivered and cannot be rescheduled.

If CW English needs to cancel a lesson, reasonable notice will be given wherever practicable and a replacement lesson will be arranged at no additional cost.

12.2 Company Clients

Company training sessions may be cancelled or rescheduled by providing at least **48 hours' written notice** before the scheduled session.

Replacement sessions will be arranged at the next mutually convenient opportunity, subject to teacher availability.

Where appropriate, replacement sessions may be added to the end of the agreed training programme.

A lesson will normally proceed even if some employees are unable to attend.

Sessions cancelled with less than 48 hours' notice will normally be treated as delivered unless CW English agrees otherwise in writing.

If CW English needs to cancel a company session, reasonable notice will be provided wherever practicable and a replacement session will be arranged.

12.3 Learner Absence

If an individual learner is unable to attend a scheduled lesson, the cancellation policy set out in Section 12.1 will apply.

For company training, the absence of one or more employees does not normally affect the scheduled delivery of the session.

13. Online Lessons and Technology

13.1 Technical Requirements

Learners participating in online lessons are responsible for ensuring they have suitable:

- internet access;
- computer, tablet or other compatible device;
- microphone and speakers or headset;
- software required for the agreed online platform.

13.2 Technical Difficulties

Where technical problems arise during a lesson, both parties will make reasonable efforts to resolve the issue and continue the session.

If a lesson cannot reasonably continue because of a technical problem attributable to CW English, a replacement lesson or suitable alternative will be offered.

CW English cannot accept responsibility for interruptions caused by the learner's internet connection, equipment or local technical issues.

13.3 Recording Lessons

Lessons must not be recorded by learners or Company Clients without the prior written consent of CW English.

Where CW English records any lesson for educational purposes, learners will be informed in advance, and any recording will be processed in accordance with the CW English Privacy Policy.

14. Learning Materials and Intellectual Property

14.1 Ownership

Unless otherwise agreed in writing, all learning materials produced or supplied by CW English remain the intellectual property of **C. Warwick English S.L.**

This includes, but is not limited to:

- lesson presentations;
- worksheets;
- exercises;
- activities;
- assessments;
- curriculum plans;
- teaching notes;
- learning resources;
- downloadable materials;
- digital content;
- documents made available through the CW English website or learner portal.

14.2 Permitted Use

Learning materials are provided solely for the educational use of the registered learner or authorised participants within an agreed company training programme.

Materials may not be:

- copied;
- distributed;
- published;
- uploaded to public websites;
- shared with third parties;
- sold; or
- used for commercial purposes,

without the prior written permission of CW English.

14.3 Third-Party Materials

Where lessons include materials owned by third parties, those materials remain the property of their respective owners and are subject to the applicable copyright and licensing conditions.

15. Progress Reviews, Evaluations and Certificates

15.1 Progress Reviews

CW English may review learner progress throughout a programme to support effective learning and curriculum development.

Progress reviews may consider:

- lesson participation;
- English Level Assessment results;
- learning objectives;
- workplace communication requirements;
- teacher observations;
- completed learning activities.

15.2 Evaluations

Where appropriate, CW English may provide written evaluations or progress reports.

These evaluations represent the professional educational judgement of CW English based on the learner's participation and performance during the programme.

15.3 Certificates

CW English may issue certificates of participation or completion for eligible learners.

Unless expressly stated otherwise, CW English certificates:

- confirm participation or completion of a CW English programme;
- do not constitute an officially recognised English language qualification; and
- should not be interpreted as evidence of an accredited examination result.

16. Company Training Services

16.1 Company Responsibilities

Company Clients agree to provide the information reasonably required for the delivery of the agreed services.

This may include:

- company information;
- employee details;
- learner availability;
- training objectives;
- workplace communication requirements; and
- any additional information reasonably requested by CW English.

16.2 Employee Participation

Company Clients are responsible for informing participating employees of scheduled training sessions and encouraging regular attendance.

The absence of individual employees does not normally affect the delivery of scheduled company training.

16.3 Communication Audit and Programme Development

Where a Communication Audit forms part of the agreed services, CW English will use the information provided to support learner grouping, Curriculum Planning and programme recommendations.

Recommendations are based on the information available at the time of the review and may be updated where additional information becomes available.

17. Learner Responsibilities

Learners agree to:

- provide accurate registration information;
- participate actively in lessons;
- attend scheduled sessions wherever reasonably possible;
- complete agreed preparation or follow-up activities where appropriate;
- communicate respectfully with teachers and other learners;
- use CW English learning materials in accordance with these Terms & Conditions;
- inform CW English of any significant changes that may affect the delivery of the programme.

Learners are expected to contribute to a respectful and productive learning environment.

CW English reserves the right to suspend or terminate services where behaviour seriously disrupts lessons or prevents the effective delivery of training.

18. Website Use

18.1 Acceptable Use

The CW English website is provided for lawful educational and business purposes.

Users agree not to:

- use the website for any unlawful purpose;
- interfere with the operation or security of the website;
- attempt unauthorised access to any part of the website or associated systems;
- upload malicious software, viruses or harmful code;
- misuse contact forms or submit false or misleading information.

CW English reserves the right to restrict access where misuse is identified.

18.2 Website Availability

CW English will make reasonable efforts to ensure that the website remains available and up to date.

However, uninterrupted access cannot be guaranteed, and temporary interruptions may occur due to maintenance, technical issues or circumstances beyond our reasonable control.

19. Privacy and Data Protection

CW English processes personal information in accordance with the **CW English Privacy Policy**.

By using the website or engaging CW English services, learners and Company Clients acknowledge that personal information will be processed for the purposes of providing the agreed educational services.

Nothing within these Terms & Conditions replaces or overrides the Privacy Policy.

Where there is any inconsistency regarding the processing of personal data, the Privacy Policy shall prevail.

20. Refund Policy

20.1 Programme Design Deposits

Programme Design Deposits become non-refundable once Curriculum Planning has commenced.

20.2 Services Already Delivered

Fees paid for services already delivered, including completed lessons, Communication Audits, assessments and Curriculum Planning already undertaken, are non-refundable.

20.3 Prepaid Services

Where services have been prepaid but not yet delivered, any refund request will be considered in accordance with:

- these Terms & Conditions;
- the relevant written agreement;
- the proportion of professional work already completed.

Any applicable package discounts or promotional pricing may be taken into account when calculating any refund.

20.4 Failure to Deliver Services

Nothing in this section affects any statutory rights available under applicable consumer protection legislation.

Where CW English is unable to deliver the agreed services, an appropriate refund, credit or alternative arrangement will be offered where reasonable.

21. Termination of Services

CW English reserves the right to suspend or terminate services where:

- payment obligations are not met;
- abusive, threatening or inappropriate behaviour occurs;
- repeated disruption prevents the effective delivery of training;
- false or misleading information has been provided;
- continuing the training relationship is no longer reasonably practicable.

Where appropriate, CW English will provide written notice before terminating services.

Termination does not affect any fees already due for services delivered or professional work already completed.

22. Complaints Procedure

CW English is committed to providing a professional, fair and high-quality service.

If a learner or Company Client is dissatisfied with any aspect of the services provided, they should contact CW English as soon as reasonably practicable so that the matter can be reviewed.

Complaints should normally be submitted in writing to:

info@cwenglish.com

CW English will acknowledge complaints within a reasonable period and will seek to resolve them fairly and professionally.

23. Limitation of Liability

CW English will exercise reasonable care, skill and professional judgement in the delivery of its services.

To the fullest extent permitted by applicable law, CW English shall not be liable for any indirect, incidental or consequential loss arising from:

- the use of the website;
- participation in training programmes;
- delays caused by circumstances beyond the reasonable control of CW English;
- information supplied by learners or Company Clients that is inaccurate or incomplete.

Nothing in these Terms excludes or limits liability where such exclusion or limitation would be unlawful under applicable legislation.

24. Force Majeure

CW English shall not be liable for delays, interruptions or failure to perform its obligations where such failure results from events beyond its reasonable control.

These events may include, but are not limited to:

- natural disasters;
- severe weather;
- fire;
- epidemic or pandemic;
- government restrictions;
- industrial action;
- widespread internet or telecommunications failures;
- power outages; or
- other unforeseen events beyond the reasonable control of CW English.

Where reasonably practicable, CW English will make reasonable efforts to resume services or agree suitable alternative arrangements.

25. Changes to Services and these Terms

CW English may update these Terms & Conditions from time to time to reflect changes in legislation, business operations or the services provided.

The latest version will be published on the CW English website together with its effective date.

Continued use of CW English services after the publication of updated Terms constitutes acceptance of the revised Terms.

26. Governing Law

These Terms & Conditions are governed by and shall be interpreted in accordance with the laws of Spain.

Any dispute arising from these Terms or the services provided by CW English shall be subject to the jurisdiction of the competent courts of Spain unless otherwise required by applicable law.

28. Severability

If any provision of these Terms & Conditions is found to be invalid, unlawful or unenforceable, the remaining provisions shall continue in full force and effect.

29. Entire Agreement

These Terms & Conditions, together with any applicable written agreement, proposal, quotation and the CW English Privacy Policy, constitute the entire agreement between the parties unless otherwise agreed in writing.

30. Contact Information

CW English
C. Warwick English S.L.

Website: **https://cwenglish.com**

Email: **info@cwenglish.com**