



T: +60 17 – 777 0081

E: [charles@startsmart.asia](mailto:charles@startsmart.asia)

W: [www.startsmart.asia](http://www.startsmart.asia)

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## Customer Terms & Conditions

### **BACKGROUND:**

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Services are sold and provided by Us through this website, [www.startsmart.asia](http://www.startsmart.asia) ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Services from Us. You will be required to read and accept these Terms of Sale when ordering Services. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Services through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only. Please also refer to our [Customer Website Use Terms](#) here.

### **1. DEFINITION AND INTERPRETATION:**

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:  
"Contract" means a contract for the purchase and sale of Services, as explained in Clause 8;  
"Health & Safety" As set out in our [Health and Safety Policy](#).  
"Order" means your order for the Services;  
"Order Confirmation" means our acceptance and confirmation of your Order;  
"Services" means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation); and

### **2. INFORMATION ABOUT US:**

Our Site, [www.startsmart.asia](http://www.startsmart.asia) is owned and operated by START SMART SDN BHD, a limited liability company registered in Malaysia under company number 201701045117 (1259290 – P).

**Registered Address:** Suite 07-13, 7th Floor, Menara TJB, No. 9 Jalan Syed Mohd Mufti, Johor Bahru, Johor, Malaysia, 80000.

**Director:** Mr Charles George

**Email Address:** [charles@startsmart.asia](mailto:charles@startsmart.asia)

**Contact Number:** [+60 17 – 777 0081](tel:+6017-7770081)

**Postal Address:** START SMART SDN BHD - Suite 07-13, 7th Floor, Menara TJB, No. 9 Jalan Syed Mohd Mufti, Johor Bahru, Johor, Malaysia, 80000.



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### **3. ACCESS TO OUR SITE:**

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

### **4. AGE RESTRICTION:**

Consumers ("YOU") may only order/purchase Services through Our Site if they are at least 18 years of age. Parents/Guardians can order/purchase on behalf of students (under 18 years old).

### **5. SERVICES LOCATION:**

Our Services can be delivered online or at physical locations including schools, colleges, universities, community centres, libraries, hotels and other geographical locations within Malaysia or any such other areas as will be notified prior to signing up for them.

### **6. SERVICES, PRICING AND AVAILABILITY:**

- 6.1 We make all reasonable efforts to ensure that all general descriptions of the Services available from Us correspond to the actual Services that will be provided to you, however please note that the exact nature of the Services may vary depending upon your individual requirements and circumstances.
- 6.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to variations of the correct Services, not to different Services altogether.
- 6.3 You will be required to select the required specific Services you sign up for.
- 6.4 We neither represent nor warrant that all Services will be available at all times and cannot necessarily confirm availability until confirming your Order. Availability indications are not provided on Our Site.
- 6.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any Order that you have already placed.
- 6.6 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Services at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 7 calendar days, We will treat your Order as cancelled and notify you of the same in writing.
- 6.7 In the event that the price of Services you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.



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## 7. ORDERS - HOW CONTRACTS ARE FORMED:

7.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend any errors. Please ensure that you have checked your Order carefully before submitting it.

7.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding contract between Us and you ("the Contract").

7.3 Order Confirmations shall contain the following information:

7.3.1 Confirmation of the Services ordered including full details of the main characteristics of those Services;

7.3.2 Fully itemised pricing for the Services ordered including, where appropriate, taxes and other additional charges;

7.3.3 The location of the training and the date(s) and times for the training and if a course then all the dates and times for the course.

7.4 We can provide a paper copy of the Order Confirmation on request.

7.5 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 calendar days.

7.6 We will begin providing our Services to you when you order by contacting Us in writing by email to [charles@startsmart.asia](mailto:charles@startsmart.asia) and by phone at [+60 17 – 777 0081](tel:+6017-7770081) or using our **Enquiry Form**.

7.7 If you change your Order, before your application is processed and approved and subject to us agreeing, We will confirm all agreed changes in writing (which includes email.)

7.8 If you change your mind, you may cancel your Order or the respective Contract before (processing & approval of your application ) and before We begin providing the Services subject to these Terms of Sale.

7.9 We may cancel your Order at any time before We begin providing the Services in the following circumstances:

7.9.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or

7.9.2 An event outside of Our control continues for more than 7 calendar days.

7.10 If We cancel your Order under sub-Clause 7.9 and We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 calendar days. If We cancel your Order, you will be informed by email and at our discretion by letter and the cancellation will be confirmed in writing by either email or letter at our discretion.

7.11 Any refunds due under this Clause 7 will be made using the same payment method that you used when ordering the Services.

## 8. PAYMENT METHOD:

Payment for the Services will be due in the form of an advance payment of 100% of the total price for the Services not less than 3 business days after We confirm the Order to you. Price and payment details will be confirmed in the Order Confirmation. Your chosen payment method will be charged as agreed between the relevant parties.



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## 9. LIABILITY AND DISCLAIMERS

9.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for information purposes only.

9.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

9.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

9.4 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site and our relevant stakeholders sites.

9.5 If you are a business user, we hereby exclude all implied conditions, warranties, representations or other terms that may apply to Our Site or Content. We will not be liable for any loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

9.6 If you are a consumer user, please note that Our Site is intended for business use only, however if, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies.

9.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site or our stakeholders sites resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

9.8 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

## 10. PROVISIONS OF THE SERVICES

10.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the education sector, and in accordance with any information provided by Us about the Services and about Us. We will begin providing the Services on the date agreed when you make your Order (which We shall confirm in the Order Confirmation).

10.2 We will make every reasonable effort to provide the Services in a timely manner. We cannot, however, be held responsible for any delays if an event outside of Our control occurs.

10.3 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. Depending upon the nature of the Services you have ordered, We may require information or action such as your ability to follow the training in English.

10.4 If the information you provide or the action you take is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake



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made as a result of delayed, incomplete or otherwise incorrect information or action that you have provided or taken, We may charge you a reasonable additional sum for that work.

10.5 In certain circumstances, for example where there is a delay in you sending Us information or taking action required. We may suspend the Services (and will inform you of that suspension by email, phone and/or letter).

10.6 In certain circumstances, for example where We encounter a technical problem, or the educator/trainer falls ill, We may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency that requires immediate action We will inform you in advance by email, phone or letter before suspending or interrupting the Services.

10.7 If the Services are suspended or interrupted you will not be required to pay for them during the period of suspension. You must, however, pay any sums that may already be due by the appropriate due date(s).

10.8 If you do not pay Us for the Services as required. We may suspend the Services until you have paid any and all outstanding sums due. If this happens, we will inform you by email, phone or letter.

## 11. PROBLEMS WITH THE SERVICES AND YOUR LEGAL RIGHTS

11.1 We always use reasonable endeavours to ensure that Our Services are trouble-free. If, however, there is a problem with the Services please contact Us as soon as is reasonable possible via phone to [+60 17 – 777 0081](tel:+6017-7770081) or [charles@startsmart.asia](mailto:charles@startsmart.asia)

11.2 We will use reasonable endeavours to remedy problems with the Services as quickly as is reasonably possible and practical.

11.3 We will not charge you for remedying problems under this Clause 11 where the problems have been caused by Us, any of Our stakeholders, or where nobody is at fault. If We determine that a problem has been caused by you, including your provision of incorrect or incomplete information or taking of incorrect action, We may at our discretion charge you for the remedial work.

11.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method



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originally used by you. In addition to your legal rights relating directly to the Services, you may also have remedies for instance if We use materials that are faulty or incorrectly described.

## 12. OUR LIABILITY

12.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

12.2 We provide Services for domestic and private use or purposes i.e. to the public or private consumer. Consumers need to research facts, and information and make sound judgements of the products and services on offer before committing.

12.3 Where the Services are provided in premises that are rented, leased or licenced by us for instance in our dedicated centres, We are not responsible for any pre-existing faults or damage in the property. Whilst we use reasonable endeavours to ensure the premises comply with all health & safety, fire and other relevant legislation and are safe we are not responsible for anything connected in any way with the premises.

12.4 Nothing in these Terms of Sale seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

12.5 Nothing in these Terms of Sale seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.

12.6 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to Your local Trading Standards Office.

12.7 We give no warranty that you or anyone that you put forward to receive the Services gains no benefit from them. We will not be liable to you in this case.

12.8 We are not responsible for any personal belongings on to any premises where we provide Services. We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your and where appropriate the student's own risk except where such loss or damage is due to any deliberate or negligent act by Us. We will not be responsible for any loss or damage to Your or where appropriate the student's personal belongings caused by any other student, guest or visitor to any premises where we provide Services even where items are left or stored there even if at our suggestion.

12.9 If a Learning Session takes place at Your premises, we do not undertake to keep Your premises, or Your/the student's/another's personal belongings or household effects at Your premises safe or secure. Loss of or damage to them will be at Your and the Student's own risk except where such loss or damage is due to any deliberate or negligent act by Us.



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## 13. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

16.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, failure of trainers/educators to turn up where we have tried unsuccessfully to get a replacement, failure for reasons out of our control for the premises where the Services are to be provided to be available or any other event that is beyond Our reasonable control

16.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms:

16.2.1 We will inform you as soon as is reasonably possible;

16.2.2 Our obligations under these Terms (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

16.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

## 14. CONTACTING US

To contact Us, please email Us at [charles@startsmart.asia](mailto:charles@startsmart.asia) or contact us on [+60 17 – 777 0081](tel:+6017770081) or using any of the methods provided on Our [Contact Us](#) page.

## 15. COMMUNICATIONS FROM US

15.1 If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, Our Terms of Sale, and changes to your Account.

15.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 30 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

15.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at [charles@startsmart.asia](mailto:charles@startsmart.asia).



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## 16. DATA PROTECTION

16.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of the law and your rights under the law.

16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our [Privacy Policy](#) and [Cookies Policy](#).