
TERMS AND CONDITIONS

I BOOKING A COURSE

- 1.1 Courses are open to anyone aged sixteen (16) and over.
- 1.2 To book a place please complete the Booking Form and return it to the Bookings Office with the appropriate Deposit, or book online at www.westdean.org.uk, or book by telephone with the Bookings Office.
- 1.3 Your place on the Course will be subject to availability and the College's assessment of the extent and appropriateness of your professional experience. The College's decision in this respect will be final. Your place on the course will be confirmed once the College sends you the Course joining instructions.
- 1.4 If the College is unable to offer you a place on the Course of your choice, it will inform you and your name will be added to a Course waiting list. Any sums you have already paid to the College in respect of this Course will be returned to you.

2 THE COLLEGE'S RIGHTS AND OBLIGATIONS

- 2.1 The College makes every effort to run courses as advertised. However, the College reserves the right to make changes to any Course in accordance with clause 5.
- 2.2 The College reserves the right to cancel or suspend any Course in accordance with clause 6.
- 2.3 The College will use personal information that you provide to it in relation to your application and Course in accordance with our Privacy Policy.

3 YOUR RIGHTS AND OBLIGATIONS

- 3.1 Please bring your joining instructions with you at the start of the Course.
- 3.2 You must notify the College, in writing, if any of your registration details change including but not limited to your name, address, telephone number and/or e-mail address.
- 3.3 You agree to comply with all of the College's policies and procedures applicable to you (including the Fitness to Study Policy available on the College's website) and to act with courtesy, consideration and integrity at all times towards the College, its staff and other students at the College. The College reserves the right, acting reasonably, to terminate the contract with you and to remove you from the Course and/or to exclude you from the College in circumstances where your conduct is deemed by the College to be unfit or unsuitable or damaging to the College or its reputation. If you are removed from the Course in accordance with this clause, the College will not refund any sums paid by you to the College.
- 3.4 The College may take and use images of you and/or your work (including any videos or photographs or sound recordings) ("Images"). Wherever possible, permission from you will be requested at the time the Images are taken. If this is not possible, you permit us on a worldwide perpetual basis to use, modify and distribute those Images to promote the College and its activities in any media. Images of your work may appear without a credit. You must notify the College in writing prior to the Course start date if you do not agree to any such Images being taken.
- 3.5 Any damage caused by you (other than fair wear and tear) to the College, its facilities, equipment or resources will be separately invoiced by the College and such amounts shall be payable by you on demand.
- 3.6 The following are not permitted on the College's premises (or in the courtyard eating area):
 - 3.6.1 Smoking (including vaping); or
 - 3.6.2 pets, other than assistance dogs (and such must not be left in vehicles in the College's car park at any time).
- 3.7 The College will endeavour to cater for special diets required for medical reasons. You must provide details on your Booking Form if you have any special dietary requirements. If you wish to discuss your requirements in detail, please contact the Head Chef via the Reception telephone number available on our website.

3.8 Should you have any cause for complaint during your Course, please talk to your tutor in the first instance, or ask at Reception to speak with a Short Course organiser. If this does not resolve your complaint, please refer to clause 15.2.

4 PAYMENT AND CHARGES

- 4.1 You must pay the Deposit at the same time as you send the College the Booking Form. Payment of the Course Fee and Accommodation Fee if applicable (less any Deposit paid) will be due six (6) weeks prior to the Course start date. If the Course Fee and Accommodation Fee if applicable is less than or equal to the Deposit value stated in the Brochure, or if booking online or by telephone or booking less than six (6) weeks prior to the Course start date, you must pay the full Course Fee and Accommodation Fee if applicable at the time of booking.
- 4.2 If you fail to pay the full Course Fee and Accommodation Fee if applicable when it is due, the College reserves the right to cancel your place on the Course and to keep any Deposit that you may have paid.
- 4.3 The Course Fee and Accommodation Fee are as stated in the Brochure.
- 4.4 You may pay (or part-pay) the Course Fee for short courses (including any Accommodation Fee) using gift vouchers (which are available from the College in the values of £5, £10, £25, £50 and £100) and/or promotional vouchers.
- 4.5 You must pay all charges in connection with any payments made by bank transfer.

5 CHANGES TO THE COURSE

- 5.1 The College reserves the right to make material changes to the tutor, venue, time, date or content of a Course up to fourteen (14) calendar days before the advertised start date of the Course. If you have already booked onto the Course at the time such changes are made, the College shall notify you in writing of any such changes. If you do not wish to participate on the Course because of these changes, there are a number of options available to you in clause 5.4.
- 5.2 The College reserves the right to make material changes to the content of a Course or replace the tutor at any time on and after the twenty-eight (28) calendar days before its advertised start date where such changes are as set out in clause 5.3. If you have already booked onto the Course at the time such changes are made, the College shall notify you in writing of any such changes as soon as reasonably practicable. If you do not wish to participate on the Course because of these changes, there are a number of options available to you in clause 5.4.
- 5.3 Changes to the Course are normally made for one or more of the following reasons:
 - 5.3.1 to ensure the course content is current, reflects best practice or incorporates new developments and techniques;
 - 5.3.2 to improve and enhance your experience or incorporate changes introduced based upon feedback; and/or
 - 5.3.3 to meet external, professional or accrediting body requirements or changes to accreditation of Courses.
- 5.4 If, as a result of a change made under clause 5.1 or 5.2, you no longer wish to participate in a Course on which you have a confirmed place, you must notify the Bookings Office as soon as possible by telephone using the number available on the College's website and then confirm in writing within seven (7) days, quoting your reason for withdrawal and requesting either:
 - 5.4.1 a Course transfer in accordance with clause 7; or
 - 5.4.2 a Course cancellation in accordance with clause 8.
- 5.5 This clause 5.4 does not affect or alter any statutory cancellation rights you may have, as described in clause 8.3.
- 5.6 We do not guarantee the involvement of any particular members of staff or external tutors or lecturers with any courses.

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5.7 We reserve the right to make minor changes to the course content and administration arrangements at any time.

6 CANCELLATION OF THE COURSE BY THE COLLEGE

6.1 The College reserves the right to discontinue or suspend a Course up to fourteen (14) calendar days before the advertised start date of the Course if:

6.1.1 an insufficient number of bookings received for the Course means that the student experience cannot be guaranteed;

6.1.2 the College is concerned about the quality of the Course or the services being delivered;

6.1.3 appropriate numbers of sufficiently qualified staff are not available to deliver the Course;

6.1.4 for any reason the College does not or will not have the appropriate teaching and learning resources to deliver the Course; and/or

6.1.5 the Course is no longer viable for academic, regulatory, legal, market-related and/or financial reasons.

6.2 If you have booked onto a Course which is cancelled by the College, the College shall notify you in writing of any such cancellation and you may request either:

6.2.1 a Course transfer in accordance with clause 7; or

6.2.2 a full Refund in accordance with clause 9.

6.3 The College reserves the right to cancel a Course and the contract with you if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control. In such circumstances, you will be entitled to receive a full Refund (including your Deposit).

7 COURSE TRANSFER

7.1 You may transfer your booking to an alternative published course, providing there is a place available on that course. Your request to transfer must be received at least six (6) weeks prior to the Course start date for the original Course, unless a shorter period applies under clause 5.4.1 or 6.2.1. Except where you request a transfer as a result of a change to a Course in accordance with clause 5 or a cancellation by the College under 6, an administration fee of thirty pounds (£30) is payable in order to transfer Courses.

7.2 Where the Course Fee and Accommodation Fee if applicable for the alternative Course is more expensive than the original Course, and your request to transfer is received at least six (6) weeks prior to the Course start date for the original Course we will issue you an invoice for the additional Course Fee and Accommodation Fee if applicable. Where your request to transfer is received within the six (6) weeks prior to the alternative Course start date you must pay any additional Course Fee and Accommodation Fee if applicable immediately upon making the request to transfer.

7.3 Where the Course Fee and Accommodation Fee if applicable for the alternative course is less expensive than the original Course, the College will reimburse the difference in Course Fees and Accommodation Fee if applicable to you (less the £30 administration fee where it is payable).

8 COURSE CANCELLATION BY YOU

8.1 If you wish to cancel your booking, please inform the Bookings Office as soon as possible by telephone using the number available on the College's website and then confirm by serving notice in writing.

8.2 You may cancel your booking at any time, but a Refund will only be payable in accordance with clause 9.

8.3 Except where you are booking onto a Course as part of your trade, business, craft or profession, or you submit your Booking Form in person at the College, you have a statutory right to cancel your booking during the statutory cancellation period. This cancellation

period will expire at the end of fourteen (14) calendar days after the day we confirm acceptance of your request to book onto a Course. In these circumstances, please inform the Bookings Office of your decision to cancel as soon as possible by telephone using the number available on the College's website and preferably then confirm in writing. You are not required to provide a reason for your cancellation.

9 REFUND POLICY

9.1 Refunds shall be made within fourteen (14) days beginning with the date on which notice of cancellation was received by the College, notice of cancellation was issued by the College, or the College informed you that it was unable to confirm a place on a Course. Refunds will be made using the same method of payment as you used for the initial transaction.

9.2 If you cancel your booking within the statutory cancellation period in accordance with clause 8.3, you will be entitled to a full Refund (including your Deposit).

9.3 Provided cancellation by you is not as a result of changes to a Course under clause 5, and except where the provisions of clause 9.2 apply, where you cancel your booking no later than six (6) weeks prior to the Course start date, the College will refund all sums paid except the Deposit.

9.4 Provided cancellation by you is not as a result of changes to a Course under clause 5, and except where the provisions of clause 9.2 apply, the College will refund neither the Course Fee nor your Deposit nor the Accommodation Fee if you:

9.4.1 cancel your booking within six (6) weeks of the Course start date; or

9.4.2 fail to attend all or any part of the Course for any reason including (without limitation) ill health.

9.5 Except where a Course is cancelled by the College under clause 6, or you cancel your booking under the provisions of clauses 5.4 or 8.3, the College will be under no obligation to refund your Deposit.

9.6 You will not be entitled to a Refund of any Course Fee (or other fees) if the College terminates this contract due to your breach of any of these Terms.

10 ACCOMMODATION

10.1 Accommodation is allocated on a first-come, first-served basis. If the College cannot offer you your preferred choice, then the College will use reasonable endeavours to allocate you alternative accommodation and your Accommodation Fee will be adjusted accordingly; if you do not wish to take up the option of the alternative accommodation you may cancel your accommodation booking and receive a refund of any Accommodation Fees already paid.

10.2 The College will use reasonable endeavours to ensure that your room is available from 4.00pm on the day you are due to arrive and you must vacate rooms by 10.00am (both times GMT/BST) on the last day of your Course.

10.3 Please ensure that the accommodation, its furnishings and effects are kept as clean and tidy as is consistent with their proper use and are in no worse a condition (fair wear and tear excepted) upon the end of your stay.

10.4 You must notify the College immediately of any damage to the accommodation, its furnishings or effects (whether caused by you or otherwise) on vacating your room. You are not permitted to share your room with anyone else, unless this is arranged in advance with the College and any additional fees have been paid.

11 ACCESSIBILITY

11.1 The College's premises comprise a large historic building with several changes in floor level. The College has made adaptations to its premises in an attempt to enable those with disabilities to attend Courses. You must indicate any concerns you may have in relation to access (or any other concerns) on your Booking Form. You can

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give specific details on a separate, confidential, sheet of paper. You will then be contacted by a member of the College's staff who will discuss your individual requirements.

12 MATERIALS AND EQUIPMENT

12.1 Prior to the start of your Course you will be able to obtain a detailed list of materials and/or equipment needed for the Course in the course details which are available on the College's website. Unless stated otherwise in these course details, the cost of materials and/or equipment is not included in the Course Fee, thus you may have to pay for such materials and/or equipment in addition to the Course Fee.

13 LIABILITY

13.1 This clause 13 sets out the entire liability of the College in respect of any breach of these Terms or otherwise arising under or in connection with these Terms.

13.2 Notwithstanding any other provision in these Terms, neither party's liability to the other for death or personal injury resulting from its own negligence shall be limited.

13.3 The College is responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking this contract or failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

13.4 The College is not liable for business losses. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.5 Subject to clause 13.2, except where you are booking onto a Course as a consumer, the total aggregate liability of the College arising out of, or in connection with these Terms or the contract between the College and you, whether for negligence or breach of contract or any case whatsoever, shall be capped at the total amount of sums paid to the College by you.

13.6 The College cannot be held responsible for any loss or damage to personal belongings and or property.

14 NOTICES

14.1 Any notice or other communication required to be given by you to the College under these Terms shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by courier or by email, to the Group Head of Finance at the address set out on the back cover of this Brochure (unless otherwise specified in these Terms) or as otherwise specified by the College in writing to you.

15 GENERAL

15.1 West Dean College is a part of The Edward James Foundation Limited (charity number 1126084 and company number 6689362) with registered office at Estate Office, West Dean, Chichester, West Sussex, PO18 0QZ. Our VAT number is 927421133. Our contact details can be found on our website. We are subject to regulation by the Quality Assurance Agency for Higher Education and the University of Sussex.

15.2 If you have any queries, concerns or complaints relating to your booking, please contact the Bookings Manager.

A copy of our current Student Complaints and Appeals Policy is available on our website or on request from the College. You may also be able to submit your complaint to an independent alternative dispute resolution provider such as The Consumer Ombudsman at <http://www.consumer-ombudsman.org/home>, although the College does not currently intend to submit to alternative dispute resolution. Alternatively, you may be able to use the European Commission's

Online Dispute Resolution platform, which is available at <https://ec.europa.eu/consumers/odr/>.

15.3 These Terms represent a contract between you and the College. These Terms and those published on the College's website, any procedures or policies referred to in them, and the most recently published Brochure as at the date we confirm your place on a Course form the contract made between you and us. In the event that the provisions of these Terms conflict with the provisions of any other documents, you and the College shall comply with the provisions of these Terms.

15.4 The College uses all reasonable steps to ensure that these Terms and any documents referred to in them set out the entire contract between you and the College and that all information given to you on any visits to the College or in any correspondence does not contradict these Terms. If you have been told something specific about the College and/or a Course upon which you are basing your decision to apply for a Course, but this information does not appear in the Terms or the documents referred to in them, please notify us before you request to book on a Course in order that we can confirm whether or not what you have been told is accurate.

15.5 No failure or delay by us or you to exercise any right or remedy provided under the Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

15.6 These Terms shall not be enforceable by any party who is not a party to the contract between you and the College.

15.7 If a Court finds part of these Terms illegal, the rest will continue in force.

15.8 These Terms, the contract between you and the College, and any dispute or claim arising out of or in connection with them (including non-contractual claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales.

16 DEFINITIONS

16.1 In these Terms the following words shall have the following meanings:

16.1.1 "Accommodation Fee" means the fee to be paid by you or on your behalf to the College for accommodation under clause 10.

16.1.2 "Brochure" means the current Course brochure in which the Course was advertised;

16.1.3 "Booking Form" means the form contained within the Brochure or online at www.westdean.org.uk;

16.1.4 "Bookings Office" means Bookings Office, West Dean College, West Dean, Chichester, West Sussex PO18 0QZ;

16.1.5 "College" or "we" means West Dean College, part of The Edward James Foundation Ltd (charity number 1126084, company number 6689362);

16.1.6 "Course" means the course of study run by the College;

16.1.7 "Course Fee" means all the fees in relation to a Course to be paid by you or on your behalf to the College under these Terms, as stipulated in the Brochure;

16.1.8 "Deposit" means the deposit to be paid to the College (as set out in the Brochure) to reserve your place on the Course and to cover our reasonable administrative costs. If you paid in full at the time of booking, this includes a non-refundable Deposit of £130.

16.1.9 "Privacy Policy" means the policy available from our website.

16.1.10 "Refund" means a refund of the Course Fee (and where applicable the Deposit and the Accommodation Fee) following cancellation by the College under clause 6, or cancellation by you under clause 8 of these Terms, or where the College is unable to offer you a place on a course; and

16.1.11 "Terms" means these standard terms and conditions.