

WEST DEAN COLLEGE
FOUNDATION DIPLOMA IN ART AND DESIGN

TERMS AND CONDITIONS

1 REGISTRATION ON THE DIPLOMA

- 1.1 The Diploma is open to anyone aged sixteen (16) and over.
- 1.2 In order to book a place on the Diploma You must complete the Application Form and return it to the Admissions Officer, West Dean College.
- 1.3 Your place on the Diploma will be subject to availability and an interview.
- 1.4 The Diploma Fee must be paid to the College by You or on Your behalf upon Your acceptance onto the Diploma.

2 BOOKING COURSES

- 2.1 The Diploma requires attendance on ten (10) Courses within a two year period from the date of the Introductory Course. Each course must be of two days or more in duration. The Introductory Course must be the first course attended, but no Course Fee will be charged subject to clauses 4.3, 5.1, 7.2 and 7.3. Nine (9) Follow-on Courses should be attended subsequent to the Introductory Course and these will be charged in accordance with clause 5.
- 2.2 In order to book a place on a Course You must first confirm Your Course selection with the Programme Tutor before either booking online, by phone or post.
- 2.3 Your place on a Course will be subject to availability and will not be confirmed until the College sends You the Course joining instructions.
- 2.4 If the College is unable to offer You a place on the Course of Your choice, it will notify You and Your name will be added to a Course waiting list.

3 THE COLLEGE'S RIGHTS AND OBLIGATIONS

- 3.1 The College reserves the right to change the venue, time, date, or Tutor of any Course where such change is necessary to facilitate the delivery or better delivery of such Course.
- 3.2 The College reserves the right to modify the content or method of delivery of any Course from time to time.
- 3.3 The College reserves the right to withdraw from any accreditation scheme at any time or to cancel the Diploma or any Course if in the College's opinion it is no longer viable.

4 YOUR RIGHTS AND OBLIGATIONS

- 4.1 At the start of each Course You should bring Your joining instructions with You.
- 4.2 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.
- 4.3 You agree to comply with all of the College's policies and procedures applicable to You 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, in its absolute discretion, to terminate this agreement and to remove You from a 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 a Course in accordance with this clause, the College will not refund any sums paid by You to the College, the College will deem You ineligible to receive the Introductory Course without charge and You will be charged the full

two-day Course Fee and You will be excluded from participating any further on the Diploma.

5 PAYMENT & CHARGES

- 5.1 You must have booked and paid the Course Fee in full for at least two of the nine Follow-on Courses before acceptance on the Diploma and attendance on the Introductory Course.
 - 5.2 For Follow-on Courses not paid for under clause 5.1 You must pay the Deposit or the full Course Fee (if such amount is less than or equal to the minimum Deposit value stated in the Brochure) at the same time as booking Your place on the Course. Payment of the balance of the Course Fee (if relevant) will be due six (6) weeks prior to the Course start date.
 - 5.3 If You fail to pay the full Course Fee when it is due the College reserves the right to cancel Your place on the Course with immediate effect and keep any Deposit that you may have paid.
 - 5.4 The Course Fees are as stated in the Brochure. The Course Fees include use of the facilities and refreshments as further described in the full course description. Additional charges apply to accommodation and some Course materials and resources. Such additional charges will be as stated in the Brochure or will be notified to You at the time of booking. You must pay all additional charges at least six (6) weeks prior to the Course start date.
 - 5.5 You may pay (or part-pay) the Course Fees and/or any accommodation charges using gift vouchers (which are available from the College in the values of £5, £10, £25, £50 and £100).
 - 5.6 You must pay all charges in connection with any payments made by bank transfer.
 - 5.7 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.
 - 5.8 The Diploma Fee must be paid in accordance with clause 1.4.
- 6 COURSE TRANSFER / CANCELLATION**
- 6.1 You may transfer Your booking on any Course except the Introductory Course to an alternative published Course, providing there is a place available on that Course. However Your request must be received at least six (6) weeks prior to the Course start date for the original Course. The College will charge You an administration fee of thirty pounds (£30) in order to transfer courses. If the Course Fee for the alternative Course is more expensive than the original Course You must pay any additional Course Fee immediately upon making the request to transfer. The College will reimburse the difference in Course Fees to You (less the £30 admin charge) if the original Course Fee was more expensive than the Course Fee for the alternative Course.
 - 6.2 The College reserves the right to cancel this agreement with You if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control.
 - 6.3 The College reserves the right to cancel the Diploma at any time. In this event You will be notified as soon as possible.
 - 6.4 If a Course on which You are booked is cancelled by the College You can transfer to another Course (You will have to pay any additional Course Fee).

- 6.5 Cancellation of Course bookings by You:
6.5.1 if You wish to cancel Your booking on a Course You must notify the Bookings Office as soon as possible by telephone and then confirm such cancellation in writing

7 REFUNDS AND CANCELLATION CHARGES

- 7.1 If You cancel Your registration on the Diploma within the Diploma Cooling Off Period (as defined in clause 21.1.8), You will be entitled to a full Refund of any fees paid, pursuant to the Consumer Protection Regulations.
- 7.2 If You cancel Your registration on the Diploma for any reason whatsoever after the Diploma Cooling Off Period but before attendance on nine (9) Follow-on Courses and submission of the final essay, the College will deem You ineligible to receive the Introductory Course without charge and You will be charged the full two-day Course Fee.
- 7.3 If You fail to attend the Introductory Course and the nine (9) Follow-on Courses and to submit the final essay and portfolio within two (2) years and two (2) months of Your acceptance on the Diploma the College will deem You ineligible to receive the Introductory Course without charge and You will be charged the full two-day Course Fee, unless an extension of time is sought and granted in advance. Extensions of time will be granted only in extenuating circumstances and are at the complete discretion of the College.
- 7.4 If You cancel Your booking on a Course within the Course Cooling Off Period (as defined in clause 21.1.5) You will be entitled to a full refund of the Course Fee, pursuant to the Consumer Protection Regulations.
- 7.5 If You cancel Your booking on a Course after the Course Cooling Off Period and no less than six (6) weeks prior to the Course start date you will be entitled to transfer Your booking to an alternative published Course, providing there is a place available on that Course, without incurring the administration fee described in clause 6.1.
- 7.6 If You cancel Your booking on a Course for any reason whatsoever after the Course Cooling Off Period and less than six (6) weeks prior to the Course start date, the College will charge You the Course Fee published in the Brochure. You must pay this Course Fee before booking attending any further Courses.
- 7.7 Subject to clauses 7.1 and 7.4, You will not be entitled to a Refund of any Course Fee (or other fees) if the College terminates this Agreement due to Your breach of any of these Terms.

8 ACCOMMODATION

- 8.1 Accommodation for Course study is allocated on a first-come, first-served basis. If the College does not offer You Your preferred choice of accommodation, then the College will use reasonable endeavours to allocate You alternative accommodation and Your fees will be adjusted accordingly.
- 8.2 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 on the last day of Your Course.
- 8.3 You must ensure that the accommodation, its furnishings and effects are kept as clean and tidy as is consistent with their proper use and in any event You shall ensure that such are in no worse a condition (fair wear and tear excepted) upon the end of Your stay than they were when You originally entered such accommodation.
- 8.4 You will 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 at any time unless arranged in advance with the College and any additional fees have been paid.

9 ACCESSIBILITY

- 9.1 The College's premises comprise a large historic building with several changes in floor level. The College has made some 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) at the time of making a Course booking. All specific details You provide will remain confidential. You will then be contacted by a member of the College's staff who will discuss Your individual requirements.

10 MATERIALS AND EQUIPMENT

- 10.1 Prior to the start of each Course You will be given a detailed list of materials and/or equipment which are needed for the Course. The cost of such materials and/or equipment is not always included in the Course Fee, thus You may have to pay for such materials and/or equipment in addition to the Course Fee.

11 LIMITATION OF LIABILITY

- 11.1 This clause 11 sets out the entire liability of the College in respect of any breach of these Terms; and any tortious act or omission including negligence arising under or in connection with these Terms.
- 11.2 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.
- 11.3 The College shall not be liable to You for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise):
loss of revenue; loss of actual or anticipated profits (including without limitation loss of profits on contracts); loss of the use of money; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect, special or consequential loss or damage howsoever caused.
- 11.4 Subject to clauses 11.2 and 11.3 above, the total aggregate liability of the College arising out of, or in connection with these Terms 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.
- 11.5 The terms of this clause 11 shall survive the termination of these Terms.

12 CHANGES TO PUBLISHED INFORMATION

- 12.1 While the College has made reasonable endeavours to ensure the accuracy of the Brochure, the College reserves the right to make changes to the Diploma and any Courses (or other information) as may be necessary. You will be notified of any proposed changes to the Diploma and any Courses in advance, wherever this is reasonably possible.

13 NOTICES

- 13.1 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, to the Head of Business and Finance at the address set out on the back cover of the Brochure or as otherwise specified by the College in writing to You.

14 WAIVER

- 14.1 A waiver of any term, provision or condition of these Terms shall be effective only if given in writing and signed by both parties and then only in the instance and for the purpose for which it is given.
- 14.2 No failure or delay on the part of the College in exercising any right, power or privilege under these Terms shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

15 INVALIDITY

- 15.1 If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.
- 15.2 If a provision of these Terms (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16 ENTIRE AGREEMENT

- 16.1 These Terms and its Schedule constitute the entire agreement and understanding between the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.
- 16.2 You acknowledge and agree that in accepting these Terms You do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, or understanding (whether negligently or innocently made) of any person (whether party to these Terms or not) other than as expressly set out in these Terms. Nothing in this clause shall operate to limit or exclude any liability for fraud.
- 16.3 Unless otherwise expressly provided elsewhere in these Terms, the Agreement may be varied only by a document signed by both parties.

17 EXCLUSION OF THIRD PARTY RIGHTS

- 17.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no person other than the parties to the Agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.

18 GOVERNING LAW AND JURISDICTION

- 18.1 These Terms, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to them or their formation, shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

19 ENQUIRIES AND OTHER IMPORTANT INFORMATION

- 19.1 The following are not permitted on the College's premises (or in the courtyard eating area):
- 19.1.1 Smoking; or
- 19.1.2 pets, other than assistance dogs (and such must not be left in vehicles in the College's car park at any time).
- 19.2 The College will endeavour to cater for special diets required for medical reasons. You must provide details at the time of making a Course booking if You have any special dietary requirements. If You wish to discuss Your requirements in detail, contact the College's Catering

Manager on telephone number 01243 818268. The College is unable to cater for strict vegans.

20 DEFINITIONS

- 20.1 In these Terms the following words shall have the following meanings:
- 20.1.1 "**Brochure**" means the current short courses Course brochure in which the Course was advertised;
- 20.1.2 "**Consumer Protection Regulations**" means the Consumer Protection (Distance Selling) Regulations 2000 (*SI 2000/2334*), as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 (*SI 689/2005*).
- 20.1.3 "**Course**" means an individual course of study run by the College, ten (10) of which must be attended as part of the Diploma;
- 20.1.4 "**Diploma Administration Fee**" means the one-off fee of £500 to be paid to the College by You or on Your behalf upon Your acceptance onto the Diploma;
- 20.1.5 "**Course Cooling Off Period**" means the period beginning two (2) days after You send Your completed Course Booking Form to the College
- 20.1.6 or book a place on a Course online or by telephone and ending upon the expiry of the following seven (7) business day period;
- 20.1.7 "**Course Fee**" means the standard fees to be paid by You or on Your behalf under these Terms, as stipulated in the Brochure;
- 20.1.8 "**Diploma**" means the Foundation Diploma in Art and Design;
- 20.1.9 "**Diploma Cooling Off Period**" means the period beginning two (2) days after Your acceptance of Registration on the Diploma and ending upon the expiry of the following seven (7) business day period;
- 20.1.10 "**Introductory Course**" means the mandatory course which must be the first attended following acceptance on the Diploma. The title of this Course may be changed from time to time without notice;
- 20.1.11 "**Follow-on Courses**" means the nine (9) courses selected to be attended subsequent to the Introductory Course;
- 20.1.12 "**Refund**" means any refund or partial refund of the Course Fee following cancellation under clause 7 of these Terms such refund to be made within thirty (30) days beginning with the date on which notice of cancellation was sent;
- 20.1.13 "**Terms**" means these standard terms and conditions.
- 20.1.14