



# WEST DEAN COLLEGE TERMS AND CONDITIONS AND ACCOMMODATION FEES

## WEST DEAN COLLEGE TERMS AND CONDITIONS

### 1 Booking a Course

- 1.1 Courses are open to anyone aged sixteen (16) and over.
- 1.2 In order to book a place on a Course you must complete the Booking Form and return it to the Booking Office with the appropriate Deposit, unless booking online.
- 1.3 Your place on a Course will be subject to availability and your place on any Course will not be confirmed until we send 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 notify 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 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.
- 2.2 The College reserves the right to modify the content or method of delivery of any Course from time to time.
- 2.3 The College reserves the right to withdraw from any accreditation scheme at any time or to cancel any Course if in the College's opinion it is no longer viable.
- 2.4 The College reserves the right to give your contact details to your Course Tutors unless you contact our Bookings Office to opt out.

### 3 Your Rights and Obligations

- 3.1 You should bring Your joining instructions with You to 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 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 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") for any purpose in connection with promoting the College and its activities. You must notify the College in writing prior to the Course start date if You do not agree to any such Images being used.

### 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 (less any Deposit paid) will be due six (6) weeks prior to the Course start date. If the Course Fee is less than or equal to the Deposit value stated in the Brochure, or if booking online or by telephone, You must pay the full Course Fee at the time of booking.

4.2 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 to keep any Deposit that you may have paid.

4.3 The Course Fee and Accommodation Fee are as stated in the Brochure. The Course Fee includes use of the facilities and refreshments as further described in the full course description.

4.4 You may pay (or part-pay) the Course Fee for short courses (including any accommodation charges) using gift vouchers (which are available from the College in the values of £5, £10, £25, £50 and £100).

4.5 You must pay all charges in connection with any payments made by bank transfer.

4.6 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 Course Transfer/Cancellation

5.1 You may transfer Your booking 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 twenty-five pounds (£25) 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 £25 admin charge) if the original Course Fee was more expensive than the Course Fee for the alternative Course.

5.2 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.

5.3 The College reserves the right to cancel the Course at any time, in this event You will be notified as soon as possible.

5.4 If Your booking and/or Course is cancelled by the College You can:

5.4.1 transfer to another Course (You will have to pay any additional Course Fee); or

5.4.2 receive a full Refund for any Course Fee or Deposit you have paid.

5.5 Cancellation of bookings by You

5.5.1 if You wish to cancel Your booking, You must notify the Bookings Office as soon as possible by telephone and then confirm such cancellation in writing;

### 6 Refund Policy

6.1 If You cancel Your booking within the Cooling Off Period (as defined in clause 19.1.4), You will be entitled to a full Refund (including Refund of Your Deposit), pursuant to the Consumer Protection Regulations.

6.2 Subject to clause 6.1, provided You cancel Your booking no later than six (6) weeks prior to the Course start date, the College will refund all sums paid by You in respect of the booking save for the Deposit value stated in the Brochure.

6.3 The College will refund neither the Course Fee nor Your Deposit if You:

6.3.1 cancelled Your booking within six (6) weeks of the Course start date; or

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

6.4 Save as provided for in clauses 6.1 and 5.3, the College will be under no obligation to refund Your Deposit.

6.5 Subject to clause 6.1, 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.

### 7 Accommodation

7.1 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.

7.2 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) on the last day of your Course.

7.3 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.

7.4 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.

### 8 Accessibility

8.1 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 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.

### 9 Materials and Equipment

9.1 Prior to the start of your 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.

### 10 Limitation of liability

10.1 This clause 10 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.

10.2 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.

- 10.3 The College shall not be liable to You for any of the following losses or damage (whether or not 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.
- 10.4 Subject to clauses 10.2 and 10.3 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.
- 10.5 The terms of this clause 10 shall survive the termination of these Terms.

## 11 Changes to Published Information

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

## 12 Notices

- 12.1 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 Director of Finance and Enterprise at the address set out on the back cover of this Brochure or as otherwise specified by the College in writing to You.

## 13 Waiver

- 13.1 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.
- 13.2 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.

## 14 Invalidity

- 14.1 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.
- 14.2 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.

## 15 Entire Agreement

- 15.1 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.
- 15.2 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.
- 15.3 Unless otherwise expressly provided elsewhere in these Terms, the Agreement may be varied only by a document signed by both parties.

## 16 Exclusion of third party rights

- 16.1 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.

## 17 Governing law and jurisdiction

- 17.1 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.

## 18 Enquiries and other important information

- 18.1 The following are not permitted on the College's premises (or in the courtyard eating area):
- 18.1.1 Smoking; or
- 18.1.2 pets, other than assistance dogs (and such must not be left in vehicles in the College's car park at any time).
- 18.2 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, contact the Head Chef on telephone number 01243 818268.

## 19 Definitions

- 19.1 In these Terms the following words shall have the following meanings:
- 19.1.1 "Brochure" means the current Course brochure in which the Course was advertised;
- 19.1.2 "Booking Form" means the form contained within the Brochure;
- 19.1.3 "College" means West Dean College, part of The Edward James Foundation Ltd (charity number 1126084, company number 6689362);
- 19.1.4 "Cooling Off Period" means the period after You send Your completed Booking Form to the College and ending upon the expiry of the following fourteen (14) day period;
- 19.1.5 "Consumer Protection Regulations" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- 19.1.6 "Course" means the course of study run by the College;
- 19.1.7 "Course Fee" means all the fees to be paid by You or on Your behalf to the College under these Terms, as stipulated in the Brochure;
- 19.1.8 "Deposit" means the deposit to be paid to the College to reserve Your place on the Course (as set out in the Brochure);
- 19.1.9 "Refund" means a refund of the Course Fee following cancellation under clause 5 of these Terms such refund to be made within fourteen (14) days beginning with the date on which notice of cancellation was sent;
- 19.1.10 "Terms" means these standard terms and conditions.

### ACCOMMODATION FEES WINTER 2015/16

**Price per person.** Accommodation includes dinner and breakfast (see course entries for course fees).

WE	Weekend (Fri eve to Sun pm)
2D	2 day course
LW	Long weekend (Thu/Fri eve to Sun/Mon pm)
3D	3 day course
4D	4 day course
5D	5 day course
7D	7 day course
MI	9 days Musical Instrument making

### ROOMS

with shared bathroom (Main House) with ensuite shower (Annexe)

£112
£112
£172
£172
£232
£292
£412
*£468

### STANDARD ROOMS

with private bath/shower, ensuite or adjacent (Main House/Vicarage)

Single occupancy	Twin occupancy
£152	£102
£152	£102
£232	£157
£232	£157
£312	£212
£392	£267
£552	£377
*£648	*£423

### SUPERIOR ROOMS

with ensuite bath/shower (Main House/Vicarage)

Single occupancy	Twin occupancy
£192	£122
£192	£122
£292	£187
£292	£187
£392	£252
£492	£317
£692	£447
*£828	*£513

\* The course fees shown against the course entries for MI include all dinners as evening sessions are planned – the room rates have therefore been reduced accordingly.

### RESIDENT ONLY (NON-STUDENTS)

A rate of **£75 per night full board** is payable by a partner sharing a room with a paying student.

### COURSE DEPOSITS (POSTAL BOOKINGS ONLY)

Per person per course: More than six weeks prior to the course, a deposit of £125 secures a place (or the full course fee if £125 or less).

Any balance is payable six weeks prior to the start of the course.