

# ONLINE FOUNDATION COURSE IN ART AND DESIGN TERMS AND CONDITIONS

## 1 REGISTRATION

- 1.1 The Certificate is open anyone aged eighteen and over.
- 1.2 In order to book a place on the Course you must complete the Application Form and return it to [admissions@westdean.ac.uk](mailto:admissions@westdean.ac.uk)
- 1.3 The full Course cost, or first Course payment if paying in three instalments, must be paid to the College by you or on your behalf before the Course start date.
- 1.4 Your access to the Course will be confirmed with login details sent by email to you.
- 1.5 Course fee and access is per person, so your login is for one student only

## 2 THE COLLEGE'S RIGHTS AND OBLIGATIONS

- 2.1 The College makes every effort to provide the Course as advertised. However, the College reserves the right to make changes to the 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 the Certificate or any Course if in the College's opinion it is no longer viable.
- 2.4 The College will use personal information that you provide to it in relation to your Course in accordance with our Privacy Policy.

## 3 YOUR RIGHTS AND OBLIGATIONS

- 3.1 Please save your login instructions so that you are able to access the Course.
- 3.2 You must notify the College, in writing, if any of your registration details change including your name or e-mail address.
- 3.3 The Course requires completion of all online self-paced study, submission of all assessment work and attendance of the three individual tutorials, please check the tutorial dates given on the Course page before booking. If you are unable to attend the tutorial dates you may not be able to complete the Course. Live study days will also be planned throughout your Course, attendance of these is encouraged, but not essential therefore if you are unable to attend these the College is under no obligation to refund any sums paid by you.
- 3.4 You agree to comply with all of the College's policies and procedures applicable to you, this includes the Fitness to Study policy available on the College's website. The College reserves the right, acting reasonably, to terminate the contract with you and to remove you from the Course in circumstances where your conduct is deemed by the College to be 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.
- 3.5 If you share images or video of your work with the College, we may request permission to use them on a worldwide perpetual basis to promote the College and its activities in any media.
- 3.6 Should you have any cause for complaint during your Course, please contact [Bookingsoffice@westdean.ac.uk](mailto:Bookingsoffice@westdean.ac.uk)

## 4 PAYMENT AND CHARGES

- 4.1 The full Course cost, or first Course payment if paying in three instalments, must be paid to the College by you or on your behalf before the Course start date.
- 4.2 If you fail to pay any of the Course Fee payment when due the College reserves the right to cancel your place on the Course with immediate effect and keep any money that you may have already paid.
- 4.3 You may pay (or part-pay) the Course Fees using gift vouchers (which are available from the College).

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

## **5 CHANGES TO THE COURSE**

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

6.2 If you have purchased a Course which is subsequently withdrawn by the College, the College shall notify you in writing and you may request either:

6.2.1 a Course transfer; or 6.2.2 a full Refund in accordance with clause 8.

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.

## **7 CANCELLATION BY YOU**

7.1 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 send you Course access details and provided you have not accessed the Course. In these circumstances, please inform the Bookings Office of your decision to cancel as soon as possible by telephone using the number on the College's website and confirm in writing. You are not required to provide a reason for your cancellation.

7.2 If you wish to cancel your Course purchase, please inform the Bookings Office within 14 days of the day you receive Course access, and without accessing any of the Course material, including but not limited to video content. Notify Bookings by email, or phone and confirm afterwards by email. The contact number is on the College's website. Important: your right to cancel within the statutory 14 day cooling off period is forfeited once you access and/or download any of the Course material.

7.3 You may cancel your booking but a Refund will only be payable in accordance with clause 8.

## **8 REFUND POLICY**

8.1 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 provide the Course. Refunds will be made using the same method of payment as you used for the initial transaction.

8.2 If you cancel your booking within the statutory cancellation period in accordance with clause 7.1 8.3, you will be entitled to a full Refund.

8.3 Except where a Course is cancelled by the College under clause 6, or you cancel your booking under the provisions of clause 7 the College will be under no obligation to refund you.

8.4 You will not be entitled to a Refund if the College terminates this contract due to your breach of any of these Terms.

## **9 ACCESSIBILITY**

9.1 You must indicate any concerns you may have in relation to access (or any other concerns) at the time of 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.

9.2 The technology required to be able to access the Online Course is given in the FAQs online.

## **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. Unless stated otherwise in these Course details, the provision and cost of materials and/or equipment is not included in the Course Fee.

## **11 LIABILITY**

11.1 This clause 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.

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 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.

11.4 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.

11.5 Subject to clause 11.2, 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.

## **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 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.

## **13 GENERAL**

13.1 West Dean College of Arts and Conservation 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.

13.2 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/>.

13.3 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.

13.4 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.

13.5 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.

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

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

13.8 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.

## **14 DEFINITIONS**

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

14.1.1 “Bookings Office” means Bookings Office, West Dean College, West Dean, Chichester, West Sussex PO18 0QZ;

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

14.1.3 “Course” means the Course of study run by the College;

14.1.4 “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,

14.1.5 “Privacy Policy” means the policy available from our website.

14.1.6 “Refund” means a refund of the Course 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

14.1.7 “Terms” means these standard terms and conditions.