

TERMS & CONDITIONS (Please keep this page for your records, no need to return)



the cotswold gardening school

1. Contract and Enrolment

- 1.1 The terms of the School's diploma price structure, application form and these terms and conditions constitute the terms of the legally binding contract ("the Contract") between you ("the Student") and The Cotswold Gardening School ("the School")
- 1.2 Enrolment of a Student on a course is subject to written acceptance by the School.
- 1.3 The Student must:
- 1.3.1 be fluent in English and must meet any English proficiency requirement specific to the course; and
 - 1.3.2 be at least 18 years of age at the start of the course; and
 - 1.3.3 meet any other course specific requirements.

2. Fees

- 2.1 Applications should be accompanied by:
- 2.1.1 a non-refundable deposit for all diploma courses: £750 for one year courses, £500 for five week intensive courses and £350 for all ten week courses
- 2.2 A deposit is payable within seven days of the offer to secure any diploma course place offered. The balance of fees is payable two weeks prior to the start of the course for Students paying in full, or a surcharge will apply (detailed on the website) for late applications. In these cases fees will be payable before the start of the course.
- 2.3 If fees become overdue, the School reserves the rights to charge interest at 2% above the bank base rate unless the School can give the Student's place to another prospective student.
- 2.4 The Student will notify the Principal immediately of any circumstances that may prevent the payment of fees on time.
- 2.6 The Student is liable for the cost of any bank or transaction charges related to payment of fees. All card payments over £1,000 will be subject to a transaction charge of 2% to cover bank charges.
- 2.6 The School reserves the right to increase course fees at any time prior to the start of the course. The price of any course will be that ruling on the day of acceptance of your enrolment by the School.

- 2.7 The School will not reimburse fees in full or in part if the Student:
- 2.7.1 is excluded from the School for any reason;
 - 2.7.2 is unable to attend the course for any reason. (The School recommends that the Student takes out third party insurance to limit the risks related to illness or accident)
 - 2.7.3 fails to complete the course.
- 2.8 One Year diploma course Students may pay their fees in three equal instalments, payable two weeks prior to the start of each term, subject to:
- 2.8.1 the agreement of the Principal; and
 - 2.8.2 a surcharge (amount detailed on the website); and
 - 2.8.3 the purchase of fee insurance cover for illness or personal accident through a third party insurance scheme; and
 - 2.8.4 the fee-payer being domiciled in the UK.
- 2.9 In the event of the Student's expulsion, any unpaid fees become due immediately.

3. Termination

- 3.1 If the Student wishes to withdraw from the course and gives four weeks notice in writing before the start of a course, the School will refund any payment made in excess of any deposit.
- 3.2 To be effective the notice must be posted or delivered not later than 28 days before the start of the course.
- 3.3 Withdrawal from a course after its start date means that the Student has lost the right to terminate the contract and the School will retain all fees paid.

4. Copyright

- 4.1 The student will comply with all UK and EU copyright legislation.
- 4.2 If required by the School, the Student shall make coursework available to the School for copying and the School shall retain the right to make and use copies of the coursework for any reasonable purpose. On completion of the course, ownership and copyright of each Student's coursework shall be granted to the Student.
- 4.3 The Student grants the School all necessary rights to use for any reasonable purpose photographic images of the Student made during the course.

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5. Course Amendments

- 5.1 The School reserves the right to make changes to the course syllabus, lecturers, timing and any other details of a course as the Principal deems necessary.
- 5.2 The School reserves the right to cancel all or part of a course at any time subject to repayment of fees received in relation to the cancelled part of the course.

6. Awards

- 6.1 The School reserves the right not to award a diploma if:
 - 6.1.1 the Student does not reach the minimum pass mark for the course; or
 - 6.1.2 the Student is absent for any reason for more than 10% of the course.

7. Exclusion

- 7.1 The School reserves the right to exclude the Student either permanently or temporarily from the School if:
 - 7.1.1 it has reason to believe that the Student poses a risk to other students or staff; or
 - 7.1.2 the Principal deems the Student's conduct to be inappropriate or disruptive; or
 - 7.1.3 the Student is persistently in breach of these terms and conditions or the house rules and course-specific rules notified to the Student from time to time; or
 - 7.1.4 the Student has misled the School on the application form; or
 - 7.1.5 the Student does not meet the course's specific attendance requirements if any, or what in the view of the Principal (the Principal's decision being final) shall constitute a reasonable requirement for the Student's attendance on the course in question such that the Student will achieve the learning objectives.
 - 7.1.6 the Student's fees are overdue.

8. Limit to Liability

- 8.1 The School shall not be liable for:
 - 8.1.1 any loss of personal property; or
 - 8.1.2 the consequences of events beyond its reasonable control; or
 - 8.1.3 any indirect or consequential losses or loss of profits incurred by the student; or
 - 8.1.4 any costs incurred by the Student in producing his or her coursework.

9. General

- 9.1 The Contract contains all the contractual terms agreed between you and the School.
- 9.2 No failure or delay by the School in enforcing any of its rights under the Contract shall be deemed to be a waiver of such right.
- 9.3 The Contract shall be governed by English Law.