

Terms and Conditions for the Purchase of Online Courses

These Terms & Conditions are in addition to the General Terms & Conditions and Disclaimer on the Website and apply to the sale of any Online Course. Please read these terms and conditions carefully before purchasing an Online Course and print off a copy for your records. These terms and conditions are a contract between you (the individual purchasing the Online Course) and Cotswold Gardening School Ltd.

All online courses are provided by Cotswold Gardening School Ltd. under the brand name "The Cotswold Gardening School", Gossington Hall, Gossington, Gloucestershire, GL2 7DN.

You may contact us on info@cotswoldgardeningsschool.co.uk and/or +44 1453 899018.

1. Purchasing an Online Course

- 1.1. Online Courses are available to purchase directly via the website or you can contact us via email or telephone.
- 1.2. The person making the booking must be at least 18 years old and by paying for the course accepts the terms and conditions. The Cotswold Gardening School states that by paying for a booking you have read the terms and conditions. You are also responsible for the accuracy of your personal details.
- 1.3. You must make full payment at the time of booking. The Cotswold Gardening School does not accept deposit or partial payments or instalment payments.
- 1.4. For bookings via the website payment is completed via PayPal or by stating a valid gift voucher number.
- 1.5. Bank transfer payments will need to be arranged with us directly by email or over the telephone.
- 1.6. Once The Cotswold Gardening School has received your payment for the course we will email you all the details to allow you to access the course. This will include links to all Course Materials and login details to join the closed Facebook group. If you do not receive an email - please allow up to 5 working days for funds to clear – then contact us by email or telephone.

2. Cancellation, refunds and transferral

- 2.1. All sales are final for Online Courses and no refunds are issued once a sale is completed.
- 2.2. Any Online Course provided by us under these terms and conditions is personal to you and cannot be transferred or assigned to any other person.

3. Fees

- 3.1. The Course Fees shall be as set out on the Website or as told to you over the telephone at the time you placed an order for them. All prices that are advertised on our website are correct at the time of booking. However, The Cotswold Gardening School reserves the right and discretion to change our prices at any time and/or to amend any of the information contained in the Online Course description. We also reserve the right to withdraw at any time Online Courses advertised for sale on the Website and/or in any Brochure. Please check our website for up-to-date prices and special offers before you book.
- 3.2. All amounts are payable in Pounds Sterling. The prices quoted are inclusive of VAT. Any currency conversion costs or other charges incurred in making a payment shall be borne by you, and shall not be deductible from the amounts due to The Cotswold Gardening School.
- 3.3. Any drawing equipment and/or software used for any exercises or projects instructed is not included in the purchasing price of the Online Course. Please refer to the website for a list of recommended equipment and accompanying video explaining the equipment needs in further detail.
- 3.4. We regret that we cannot invoice for Fees.

4. Ownership and intellectual property rights

- 4.1. All Online Course Materials, whether on The Cotswold Gardening School website or on one of the online platforms used to share course content (including but not limited to Dropbox, Vimeo, Facebook, Pinterest and Instagram), are owned by The Cotswold Gardening School.
- 4.2. All intellectual property rights in all materials available from The Cotswold Gardening School, including the design, graphics and text of all handbooks and project files and the audio of all webinars and video presentations, are owned by The Cotswold Gardening School.
- 4.3. When you are given access to the Online Course Materials in consideration of the Fees paid by you, we grant you a non-exclusive, non-transferable licence to access the Online Course and use the Course Materials content for the sole purpose of studying for the Online Course. The licence granted is to use the Online Study Materials by an individual student only.
- 4.4. As part of the purchased Online Course you will be given access to a closed Facebook group for a set number of weeks as defined on the Website (course specific). This limited period of access will commence upon registration for the Facebook group and needs to be taken up within a year of purchasing the Online Course.

4.5. No Cotswold Gardening School content may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without prior written permission granted by The Cotswold Gardening School. Any such use is strictly prohibited and will constitute an infringement of The Cotswold Gardening School's intellectual property rights.

5. Data protection

5.1. The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Online Course you agree to this Use.

5.2. When you register with us you will need to provide certain Data such as your name and contact details. We will store this Data and use it to contact you, provide you with details of the Online Course you have purchased and otherwise as required during the normal provision of the course.

5.3. We may also use the above Data, to aggregate user profiles and, unless you click on the relevant button on the Booking Form, provide you with communications. We will not pass any personal data onto anyone outside of The Cotswold Gardening School.

5.4. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

5.5. The Cotswold Gardening School endeavours to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

5.6. If you wish to change or update the data we hold about you, please e-mail info@cotswoldgardeningsschool.co.uk or contact us on +44 1453 899018.

6. The Cotswold Gardening School Online Courses Commitment

6.1. A description of the Online Courses together with the dates on which the Online Courses will begin (if applicable) are available on our Website. We will provide the Online Courses with reasonable care and skill in accordance with the description set out on the Website.

6.2. The Cotswold Gardening School has a commitment to help you get the most from your Online Course. Our tutors are here to help you by giving you constructive feedback and advice via the closed Facebook group which you have access to for a set number of weeks as specified on the Website.

6.3. The Cotswold Gardening School office team will be happy to help you with any booking related queries.

6.4. The Cotswold Gardening School operates an equal opportunities policy.

7. Technical support and access

- 7.1. If you are unable to access an Online Course, The Cotswold Gardening School will use reasonable endeavours to provide a solution where The Cotswold Gardening School has direct control over the system, software or settings involved. If the issue lies with your hardware, systems, software or settings thereof, The Cotswold Gardening School may, in its discretion, provide assistance to you to help you resolve the issue but we cannot guarantee that any assistance provided will resolve your issue.
- 7.2. The Cotswold Gardening School will use reasonable endeavours to make the Online Course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. The Cotswold Gardening School reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website.
- 7.3. You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the Website and that technical assistance may not be available during such periods of downtime. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.
- 7.4. You also accept and acknowledge that The Cotswold Gardening School cannot be held responsible for any delay or disruptions to your access to the Online Course as a result of such suspension or any of the following:
- (a) the operation of the internet and the world wide web, including but not limited to viruses;
 - (b) any firewall restrictions that have been placed on your network or the computer you are using to access the Online Course;
 - (c) failures of telecommunications links and equipment;
 - (d) updated browser issues; or
 - (e) periods of downtime on any of the external online platforms used to make Online Course content available to you, including but not limited to Facebook, Dropbox, Vimeo, Instagram and Pinterest.

8. Disclaimer and liability

- 8.1. The Online Courses are for training purposes only. The Cotswold Gardening School will not accept any responsibility to any party for the use of the Online Course or Course Materials for any purpose other than training for educational purposes, including but not limited to, the giving of advice by you to any third party.

- 8.2. We expect you to confirm that the Online Course you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of our Online Courses.
- 8.3. No part of the Online Course shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice.
- 8.4. All course content and feedback is provided in English. The Cotswold Gardening School expects students to be sufficiently proficient in English in order to complete the Online Course and cannot provide any language support nor do we accept any liability for any losses, costs or expenses incurred by or on behalf of a candidate in connection with a candidate's insufficient language ability.
- 8.5. Although The Cotswold Gardening School aims to provide the Online Courses to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.
- 8.6. The Cotswold Gardening School shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.
- 8.7. The Cotswold Gardening School is not responsible to you for any data that you lose either (a) as a result of accessing the Online Course or the Online Study Materials; or (b) during completion of any Online Course via the Website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Online Course and the Online Study Materials; and (ii) all data that you are inputting when completing the Online Course (where applicable).
- 8.8. You may incur charges to your internet service provider while you are accessing and/or downloading the Course Materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Course Materials. You are responsible for paying any such charges.

9. Complaints

If at any time, you are unhappy with the Online Courses service then please contact us immediately at info@cotswoldgardeningschool.co.uk and we will endeavour to respond as quickly as possible but no more than 30 days following the receipt of your complaint.

10. Changes to Terms and Conditions

The Cotswold Gardening School reserves the right to change any of these conditions at any time deemed necessary to reflect current market and economic conditions.

These terms and conditions and any dispute or claim arising out of and in connection with them or their subject matter (including no contractual disputes or claims) shall be governed by and shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it.