



**EDINBURGH NEW TOWN COOKERY SCHOOL LTD**

**TERMS AND CONDITIONS**

**FOR**

**CERTIFIED COURSES**

**1 Contract**

- 1.1 These terms and conditions tell you about us and the legal terms and conditions (the "**Terms**") on which we offer places on our certified courses, as listed on our website, to you.
- 1.2 These Terms govern the relationship between you and Edinburgh New Town Cookery School Limited (the "**School**") and will apply to any contract between you and the School (the "**Contract**").
- 1.3 By booking a place on any of our Courses, either for you or on behalf of a third party, you agree to be bound by these Terms. Please read these Terms carefully and make sure that you understand them, before booking a place on any of our courses.
- 1.4 These Terms and any Contract made under these Terms will be governed by Scots law and any disputes will be administered through the Scottish legal system.
- 1.5 In these Terms the following words shall have the following meanings:
- 1.5.1 "**Booker**" means any person who books a place on any Course on your behalf but who, by so booking, nevertheless undertakes to be bound by these Terms;
- 1.5.2 "**Course**" means any of our One Month Cookery Course, Three Month Beginners Certificate Course, Three Month Intermediate Course or Practical Cookery Diploma (6 months);
- 1.5.3 "**Course Fee**" means the fee for a place on a Course run by the School, as shown on the course booking page of the Website;
- 1.5.4 "**Rules**" means (i) the School's health and safety and other procedural rules relating to your conduct during the Course, a briefing on which will be given at the start of your Course and (ii)

the School's Handbook, a copy of which will be provided to you at the start of each Course;

- 1.5.5 "**Start Date**" means the date on which a Course is planned to begin, as stated on the Website;
- 1.5.6 "**Website**" means <http://www.entcs.co.uk/>; and
- 1.5.7 "**You**" includes, where the context allows, any Booker who books your place on any Course.

## 2 **Application**

- 2.1 Any application by you for a place on a Course (the "**Application**") will be subject to written acceptance by us.
- 2.2 We are not obliged to accept any Application but we will normally confirm acceptance of the Application within 7 days.
- 2.3 The School shall not be obliged to give reasons for any refusal to accept an Application, but may choose to give such reasons if asked to do so.
- 2.4 On acceptance of your Application, the School will provisionally reserve a place for you on the relevant Course but such reservation will be conditional on payment of the Course Fee in accordance with Condition 3.

## 3 **Fees and deposits**

- 3.1 Following our acceptance of your Application, you will be contractually bound to pay the Course Fee.
- 3.2 The Courses require payment of a non-refundable deposit (the "**Deposit**"), the amount of which will be stated on the course booking page of the Website.
- 3.3 The Deposit must be paid at the time of booking to secure a place on the Course.
- 3.4 After the Deposit is paid, the full balance of the Course Fee must be received at least four weeks before the Start Date.
- 3.5 Failure to pay the balance of the Course Fees in accordance with Condition 3.4 may result in you losing your place on the Course, in which case your Deposit will not be returned to you.
- 3.6 The Deposit and any Course Fee paid will only be returned if the School is unable to offer you the place on your selected Course.
- 3.7 Students may be permitted to join a Course after the Start Date but normally no reduction in fees will be applied.
- 3.8 No refund of either Deposit or Course Fees will be made if you fail to attend all or part of the Course or if you fail any exam during the Course.
- 3.9 In relation to the Diploma Course if we have agreed that the Course Fees may be paid in two instalments:

- 3.9.1 each instalment must be paid by the date agreed between us;
- 3.9.2 the Deposit paid will be deducted from each instalment on a pro rata basis;
- 3.9.3 if you fail to attend all or any part of the Course or fail any exam during the Course, the obligation to pay the instalments will continue.

#### 4 **Payment**

- 4.1 Both Deposits and Course Fees can be paid:
  - 4.1.1 online via the secure website booking system;
  - 4.1.2 by bank transfer, via the telephone calling our reception on 0131 226 4314; or
  - 4.1.3 by cheque made payable to: Edinburgh New Town Cookery School Limited.
- 4.2 We accept payment by Mastercard/Visa Credit Cards and Switch/Solo/Maestro Cards.
- 4.3 Our bank account details can be obtained from reception on 0131 226 4314 or via [info@entcs.co.uk](mailto:info@entcs.co.uk).
- 4.4 Students who are resident outside the UK and who wish to pay electronically can obtain the IBAN and Swift code number for the School by calling or e-mailing reception on the details set out at Condition 4.3.

#### 5 **Cancellation Policy**

- 5.1 If you cancel your place on a Course within 4 weeks of the Start Date:
  - 5.1.1 we will not refund your Deposit; and
  - 5.1.2 either:
    - 5.1.2.1 if a replacement is found to take your place on the Course, we will refund your Course Fees; or
    - 5.1.2.2 if a replacement cannot be found to take your place on the Course, we will not refund your Course Fees.
- 5.2 If you cancel your place on a Course more than 4 weeks before the Start Date:
  - 5.2.1 we will not refund your Deposit; and
  - 5.2.2 either:
    - 5.2.2.1 we will refund your Course Fees; or

5.2.2.2 we may be able to transfer your booking to an alternative Course in accordance with Condition 5.3.

5.3 If you wish to transfer your booking to a replacement Course we can transfer the Deposit and Course Fees you have already paid to a replacement Course provided:

5.3.1 you request such transfer at the time of cancelling your place on the original Course;

5.3.2 you request such transfer at least 14 days before the Start Date of the replacement Course; and

5.3.3 where the Course Fees for the replacement Course are higher than Course Fees already paid for the original Course, you make payment of any such difference in the Course Fees within 7 days of the date on which we notify you that your booking has been transferred.

5.4 Insurance can cover you for many issues that may prevent you from attending your Course such as travel disruption, sickness or sickness of a near relative. We strongly recommend that you look at this option to insure yourself against loss of Course Fees.

5.5 In certain circumstances we may be required to cancel a Course on which you have booked a place. If this is the case, we will make every effort to inform you that the Course has been cancelled and will refund any deposit and Course Fees which you have paid to us.

## 6 Rules

6.1 Applicants must adhere to the Rules which will be outlined at the start of the course.

6.2 Either a short briefing on the Rules or a copy of the documents which comprise the Rules will be given to all students at the start of each Course.

6.3 The School reserves the right to cancel your place on a Course at any stage if you commit a serious breach of the Rules.

6.4 If your place is cancelled in terms of Condition 6.3 then we will not refund any Deposit or Course Fees which you have paid.

6.5 If your place on the Course is cancelled in accordance with Condition 6.3 and you are paying by instalments in accordance with Condition 3.9, the full balance of the Course Fee will become payable immediately.

6.6 **If you have any allergies or other medical conditions which may effect your participation in any Course then you are responsible for making the School aware of this so that we may take the necessary actions and decisions to ensure your safety and that of fellow students and staff.**

6.7 **All students must wear flat, non-slip footwear with covered toes. You will not be admitted into the kitchens without proper footwear or suitable clothing. Long hair should be tied back.**

## 7 **Liability**

- 7.1 The School holds liability insurance in accordance with statutory requirements but shall under no circumstances whatsoever be liable to you, whether in contract, delict, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract except where such liability cannot be excluded under statute.
- 7.2 For the avoidance of doubt, the School shall not be liable for any failure of any student to comply with Condition 6 or for any other matter outwith the School's control.
- 7.3 You should not bring valuable items into the School as we cannot accept responsibility for the loss of any personal possessions.
- 7.4 This Condition 7 shall survive termination of the Contract.

## 8 **Personal Information**

- 8.1 All personal information which we receive from you in the course of our business will be used only:
- 8.1.1 to allow us to carry out our obligations arising from the Contract;
  - 8.1.2 to allow us to provide you with the information, products and services that you request from us or which relate to the Course on which you have booked a place;
  - 8.1.3 to notify you about changes to our service.
- 8.2 We will take all steps reasonably necessary to ensure that your personal information is treated securely and in accordance with any applicable law.
- 8.3 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk.

## 9 **Variation**

- 9.1 We may revise these Terms from time to time, as the School thinks necessary.
- 9.2 Every time you book a place on a Course, the Terms in force at that time will apply to the Contract between you and us.
- 9.3 Whenever we revise these Terms in accordance with this Condition 9, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date on our Website.

## 10 **Students from Overseas**

- 10.1 We welcome students from all over the world but we do require that a reasonable standard of English can be spoken and understood. As a guide if English is your second language, we would ask that you have achieved the

standard of International English Language Testing System band score of 6 for all Courses lasting one month and longer.

- 10.2 We have British Accreditation Council (BAC) Accreditation as a short course provider. This means that if you are studying on our One Month Certificate Course, The Three Month Beginners Course, Intermediate Certificate Courses or Six Month Diploma Course with us then you may be able to enter the UK as a student visitor. using a Visitor Visa. You should consult the UK Border Agency in order to establish whether you need a Visa to enter the United Kingdom before booking on any of our Courses. The School will not be responsible for any issues relating to your Visa and cannot assist you in arranging a Visa.before booking on any of our Courses.
- 10.3 We are not able to apply for a Tier 4 sponsor licence from the UK Border Agency. To find out how to apply for a Visa please visit the UK Border Agency website.