



EDINBURGH NEW TOWN COOKERY SCHOOL LTD

TERMS AND CONDITIONS

FOR

SHORT 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 Short 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 Short 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.
- 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 Short Course on your behalf but who, by so booking, nevertheless undertakes to be bound by these Terms;
 - 1.5.2 "**Course Fee**" means the fees charged by the School for a place on a Short Course, as shown on the course booking page of the Website;
 - 1.5.3 "**Rules**" means the School's health and safety and other procedural rules relating to your conduct during the Short Course which will be outlined to you at the start of each Short Course;
 - 1.5.4 "**Short Course**" means any course offered by the School which runs for less than one calendar month;

- 1.5.5 "Start Date" means the date on which a Short 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 Short Course.

2 Application

- 2.1 Any application by you for a place on a Short Course (an "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 an 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, we will provisionally reserve a place for you on the relevant Short 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 immediately except where Condition 3.3 applies.
- 3.2 Failure to pay the Course Fee in accordance with Condition 3.1 may result in you losing your place on the Short Course.
- 3.3 Some Short Courses may require a non-refundable deposit (the "Deposit"), the amount of which will be stated on the course booking page of the Website.
- 3.4 Where a Deposit is payable:
- 3.4.1 the Deposit must be paid at the time of booking in order to secure a place on the Short Course; and
- 3.4.2 the balance of the Course Fee must be received by the School no less than four weeks before the Start Date.
- 3.5 Failure to pay the balance of the Course Fee in accordance with Condition 3.4.2.1 may result in you losing your place on the Short Course, in which case your Deposit will not be refunded to you.
- 3.6 Any Deposit and Course Fee paid will only be returned if the School is unable to offer you the place on your selected Short Course.
- 3.7 Students may be permitted to join a Short Course after the start date but normally no reduction in Course Fees will apply in these circumstances.

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.
- 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 4.3.

5 Cancellation

- 5.1 If you cancel your place on a Short Course for which you were required to pay a Deposit 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 Short Course, we will refund your Course Fees; or
 - 5.1.2.2 if a replacement cannot be found to take your place on the Short Course, we will not refund your Course Fees but we may be able to transfer your booking to an alternative Short Course in accordance with Condition 5.5.
- 5.2 If you cancel your place on a Short Course for which you were required to pay a Deposit 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 Short Course in accordance with Condition 5.5.
- 5.3 If you cancel your place on a Short Course for which you were not required to pay a Deposit more than 7 days before the Start Date:
 - 5.3.1 we will endeavour to transfer your booking to an alternative Short Course in accordance with Condition 5.5; or

- 5.3.2 if no transfer of your booking in accordance with Condition 5.3.1 can take place, then your Course Fees will not be refunded.
- 5.4 If you cancel your place on a Short Course for which you were not required to pay a Deposit less than 7 days before the Start Date we will do our best to find a replacement student to take your place on the Short Course and:
 - 5.4.1 if we find a replacement to take your place then we will refund your Course Fees; or
 - 5.4.2 if we cannot find a replacement, then your Course Fees will not be refunded.
- 5.5 If you cancel your place on a Short Course in terms of either Condition 5.1 or 5.2 or 5.3 and wish to transfer your booking to a replacement Short Course we can transfer the Deposit and Course Fees you have already paid to a replacement Short Course provided:
 - 5.5.1 you request such transfer at the time of cancelling your place on the original Short Course;
 - 5.5.2 you request such transfer at least 14 days before the Start Date of the replacement Short Course; and
 - 5.5.3 where the Course Fees for the replacement Short Course are higher than Course Fees already paid for the original Short 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.
- 5.6 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.
- 5.7 In certain circumstances we may be required to cancel a Short Course on which you have booked a place. If this is the case, we will make every effort to inform you that the Short Course has been cancelled and will refund any deposit and Course Fees which you have paid to us.

6 Health and Safety

- 6.1 You must adhere to the Rules at all times during the Short Course.
- 6.2 A short briefing on the Rules will be given at the start of each Short Course.
- 6.3 The School reserves the right to cancel your place on a Short 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 you have any allergies or other medical conditions which may effect your participation in any Short 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.

- 6.6 **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 Students from Overseas

8.1 We welcome students from all over the world but we do require that a reasonable standard of English can be spoken and understood. For further details see the international student page on our Website or contact us.

8.2 We have British Accreditation Council (BAC) Accreditation as a short course provider but 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.

8.3 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.

9 Personal Information

9.1 All personal information which we receive from you in the course of our business will be used only:

9.1.1 to allow us to carry out our obligations arising from the Contract;

9.1.2 to allow us to provide you with the information, products and services that you request from us or which relate to the Short Course on which you have booked a place;

9.1.3 to notify you about changes to our service.

9.2 We will take all steps reasonably necessary to ensure that your personal information is treated securely and in accordance with any applicable law.

- 9.3 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.

10 Variation

- 10.1 We may revise these Terms from time to time, as the School thinks necessary.
- 10.2 Every time you book a place on a Short Course, the Terms in force at that time will apply to the Contract between you and us.
- 10.3 Whenever we revise these Terms in accordance with this Condition 10, 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.