

robinson house studio furniture school

Booking Terms & Conditions

1. Definitions

- 1.1. "Application" means an application for enrolment in a training course;
- 1.2. "Studio" means 'robinson house studio' Newhaven;
- 1.3. "Contract" means the Application and these Booking Terms and Conditions;
- 1.4. "Course" means a course at the Studio for which an Application has been made by or on behalf of the Applicant;
- 1.5. "Course Fees" means the fees payable with respect to a Course as set out in the Course outline and invoice, including the Deposit;
- 1.6. "Start Date" means the Course start date as set out in the Course outline and on the website;
- 1.7. "Applicant" means the person in respect of whom an Application has been made;
- 1.8. "Deposit" means the initial payment due to secure an Applicant's place on a Course, as set out in the Course outline and invoice.

2. Applications

- 2.1. These Booking Terms and Conditions apply to the enrolment of the Applicant in the Course and provision of said Course by the Studio. The Studio and the Applicant are bound by the Contract upon acceptance by the Studio of the Application made by or on behalf of the Applicant in accordance with clause 2.2. The Contract forms the entire agreement between the Studio and the Applicant with respect to the Course;
- 2.2. The Studio may, in its sole discretion, accept or reject an Application and notify the Applicant in writing or by email accordingly without giving any reason or entering into a discussion regarding this;
- 2.3. The payment of any sum intended to be in respect of Course Fees by or on behalf of the Applicant does not oblige the Studio to accept an Application;
- 2.4. No Applications will be accepted for which the Applicant is below 18 years of age.

3. Payment Terms

3.1. If the Course Fees have not been received by the Studio by the due dates, the Studio may exclude the Applicant from the Course;

3.2. The Studio accepts payment from individuals by major credit cards, bank transfer, cheque, and cash. Where payment is made by bank transfer, the Participant must notify the Studio of the payment and ensure name of Applicant is used as the narrative;

3.3. The Studio accepts payment by bank transfer or cheque made payable to 'Marc Fish T/A The Workshop';

3.4. All payments of Course Fees must be made in pounds sterling and are exclusive of VAT and other taxes where applicable. Any currency conversion costs incurred with regards to the payment of Course Fees are the responsibility of the Applicant, and must be paid in addition to the Course Fees. No deduction from the Course Fees for such costs or charges will be made.

4. Cancellation and Amendment of Courses by the Studio

4.1. Some Courses have minimum required attendance levels and the Studio reserves the right to cancel or postpone the course if the minimum number of Applicants has not been accepted for the Course;

4.2. The studio reserves the right to:

4.2.1. change or amend the Course structure or content;

4.2.2. change or amend the individuals responsible for organising or delivering the Course, including the Course tutor; and

4.2.3. change the course venue;

4.3. The Studio may cancel a Course up to three weeks prior to the Course Start Date, at which time any Course Fees paid will be refunded. If a Course is cancelled within three weeks of the start date, the Studio will endeavour to provide Applicants with compensation, such as lost travel expenses;

4.4. The Studio will inform students of any amendments or postponement to the Course within a reasonable time where possible;

4.5. If the Course is postponed or an amendment is made the Applicant may elect to attend the Course as postponed or amended, or receive a refund. In the event that an Applicant elects to receive a refund, the student must inform the Course administrator by email to 'courses@marcfish.co.uk'. The Applicant is advised to keep evidence of the date on which such notice is sent. Request for refunds will be acknowledged via email.

5. Cancellation and Amendment of Courses by the Applicant

5.1. If the Applicant wishes to cancel their Application for a Course after payment of the Deposit, the student may do so via email or in writing. The student will receive email notification of the cancellation. If no such notification is received, the student will remain enrolled in the Course and will be liable for the full Course Fees. The Applicant is advised to keep evidence of the notification of the cancellation. All deposits and course fees that have been paid are non-refundable, as discussed in 5.3;

5.2. If the Applicant wishes to cancel their enrolment on the Course after their Application has been accepted but before the Deposit or any Course Fees have been paid, they may do so by notifying the Course administrator by email to 'courses@marcfish.co.uk';

5.3. Once an Applicant has confirmed with the Studio that they wish to enrol on a Course, either in writing, via email, or by submitting an Application, the Studio will then send an invoice for the Deposit, which must be paid within 14 days. This is a 'cooling off' period, after which no payments will be refunded. If the Applicant chooses to pay their Deposit within this 14 day period, the 'cooling off' period will be forfeited;

5.4. If an Applicant wishes to cancel their enrolment within 60 days of the Course Start Date, they will be liable to pay the Studio all course fees;

5.5. After the Course has started, if an Applicant fails to attend the course for whatever reason, no refunds will be made. Any absenteeism or postponement must be arranged with the Studio in advance;

5.6. Applicants are responsible for complying with all United Kingdom entry and visa requirements and for obtaining the necessary consents to enable their participation in the Course. The rejection of a visa or other entry application by the British authorities does not affect the terms set out in these Booking Terms and Conditions and the Applicant will remain liable for the full Course Fees.

6. Provision of Courses

6.1. The Applicant will be solely responsible for determining whether the Course is sufficient and suitable for their needs. The Studio does not provide any guarantee with regards to the standard of an Applicant's abilities on completion of the Course;

6.2. It is the responsibility of the Applicant to determine whether their English language abilities are of a sufficient standard in order to take part in the Course;

6.3. The Applicant will provide the Studio with all information reasonably requested by the Studio in connection with the Course;

6.4. Course Fees include the services set out in the Course outline as provided by the Studio and usually include access to all parts of the Course and the facilities, Course

materials but not project materials, administrative support, and a certificate of attendance;

6.5. Course Fees do not include travel, accommodation, subsistence, field trips, insurance, or other costs that may arise prior to or during the term of the Course;

6.6. The Applicant agrees to comply with all applicable policies and regulations of the Studio and its governing bodies. These are explained and made available to Applicants on the first day of the Course;

6.7. The Studio reserves the right to remove an Applicant from a Course or exclude them from Studio premises if the behaviour or demeanour of the student is considered unacceptable. Examples include, but are not limited to, gross misconduct and alcohol or drug use. No refunds of Course Fees will be given and any outstanding payments will still be payable;

6.8. The Applicant agrees to attend the Course at the given times, to be punctual, and to respect the teaching hours of the staff. Teaching hours are 9-4.30 Monday to Friday. Some out of hours time in the workshop may be available at staff discretion.

7. Limitation of Liability

7.1. Subject to clause 7.3, the liability of the Studio to the Applicant with respect to the provision, cancellation, postponement, or amendment to the Course, and negligence, breach of the Contract, will not extend to:

7.1.1. any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if the Studio had been advised of the possibility of those losses or if they were within the Studio's contemplation; or

7.1.2. any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements;

7.2. In any event, subject to clause 7.3, the liability of the Studio to the Applicant with respect to the provision, cancellation, postponement, or amendment to the Course, and negligence, breach of the Contract is limited to the amount of Course Fees received from or on behalf of the Applicant in respect of the Course;

7.3. Nothing in this Contract will operate to limit or exclude the liability of the Studio for death or personal injury arising from the Studio's negligence, fraud, or any other liability that, by law, cannot be limited or excluded;

7.4. Views expressed by Course faculty members are their own. The Studio does not accept any liability for advice given or views expressed by Course faculty members or in any notes or documentation provided to the Applicant;

7.5. All courses are taught in English. The Studio does not accept any liability for any losses, costs or expenses incurred by or on behalf of the Applicant in connection with the Applicant's lack of English language knowledge;

7.6. The Studio accepts no liability for loss or damage to the Applicant's property and shall not provide any insurance cover whatsoever to the student;

7.7. The warranties and undertakings given by the Studio in these Booking Terms and Conditions are, to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

8. General

8.1. The Studio will not be liable for any failure or delay in the performance, in whole or part, of any of its obligations in connection with the provision of the Course arising from or attributable to acts, events, omissions or accidents beyond its reasonable control;

8.2. These Booking Terms and Conditions will be governed by and construed in accordance with English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.