

Terms and Conditions of Booking and Cancellation Arrangements

The Royal Agricultural University's ("the RAU") standard terms and conditions shall apply to any such training agreement. Where any of these conditions below are at variance with our standard terms and conditions then the conditions as set below shall apply.

Contract of Sale

- 1. Completion of the booking process and acceptance of our terms and conditions forms your contract with the University.
- 2. We will send an acknowledgement of your enrolment within 5 working days of receipt of your enrolment form and fees. Should you <u>not</u> receive any email communication from us please contact us immediately.
- 3. Confirmations (Course joining instructions) will be sent automated via our database prior to the course. For any company bookings made on behalf on an employee, it is the responsibility of the company to ensure course details dates and times are circulated to the candidate.

Minimum Age for Enrolment

Please note, the minimum age for enrolment on Short Courses at the John Oldacre Rural Innovation Centre is 16 years at the course start date unless otherwise stated.

<u>Fees</u>

- 1. Course fees quoted are per candidate NOT per course and excludes VAT which will be charged at the prevailing rate. As at the date of these terms and conditions the courses provided by the John Oldacre Rural Innovation Centre are exempt from VAT.
- 2. Course fees quoted include relevant course materials and, unless stated otherwise, examination and official registration charges.
- 3. All courses are non-residential unless otherwise stated. Participants are responsible for their travel and accommodation arrangements. Directions to the John Oldacre Rural Innovation Centre can be found by visiting our web site: https://www.rau.ac.uk/study/short-courses/rural-skills/directions-centre
- 4. Where training courses are held at the customer's premises (or at another venue requested by the customer), the John Oldacre Rural Innovation Centre will charge reasonable expenses if applicable. These will be estimated and agreed prior to course booking and will be invoiced prior to the agreed training course.

Payment

- 1. Payment of the full course fees must be made in advance and should be made at the time of placing a booking, unless we have received employer's authorisation. It is not possible to attend a course unless payment has been received.
- 2. Where payment is being made by an employer, and authorisation is received, then we can issue an invoice for payment. Invoices must be settled within 30 days of the invoice date or in advance of the training course, whichever is earlier. The employer is fully responsible for the payment of fees due in all circumstances including termination of employment or cancellation of attendance at course.
- 3. Under the Late Payment of Commercial Debts (Interest) Act 1998 the John Oldacre Rural Innovation Centre reserves the right to charge interest on accounts overdue (such interest will accrue monthly at a rate of 8% above the Bank of England rate).
- 4. Failed payments will result in a charge of £25 + VAT to cover administration and bank costs.

Cancellation

- 1. Cancellations must be made in advance giving the following notice.
 - Courses up to £500 cancellations must be received at least 14 days before the start date.
 - Courses over £500 cancellations must be received at least **28 days** before the start date.

Failure to notify the John Oldacre Rural Innovation Centre within the set period will result in a charge or retention of the full fee. The John Oldacre Rural Innovation Centre reserves the right to use its discretion for making refunds in all instances.

- 2. If the delegate fails to attend the course for any reason the full course fees are still payable.
- 3. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contracts Regulations"), you may cancel your purchase of a course within a period of 14 working days beginning on the day after we send your booking confirmation. However, there is no right of cancellation where the course begins within this fourteen day period.
- 4. No shows on the day without any notice will be classified as cancelling on the day.
- 5. The John Oldacre Rural Innovation Centre is not responsible for any additional costs you may have incurred including costs for travel or accommodation, as a result of cancelled courses.
- 6. The John Oldacre Rural Innovation Centre reserves the right to cancel a course up to and including the date of the course if insufficient bookings have been received and will strive to give as much notice of this as possible. Reasons for this may be, but not restricted to, low enrolment numbers, weather warnings, teacher availability and unforeseen building/facility issues. Individuals booked onto a cancelled course will be given the option of a full refund or of rebooking to a future course date. Where a refund of fees are due then a full refund will be made to the customer within 10 working days.

Transfer

- 1. Courses are not transferable between delegates and substitutions are at the discretion of the John Oldacre Rural Innovation Centre. Any amendments made within 14 days of the course start date will incur a £25.00 administration fee.
- Requests to transfer to an alternative course or date are subject to the discretion of the John Oldacre Rural Innovation Centre. Transfers may be considered up to 28 days before the course start date. A booking can only be transferred on one occasion. Requests for subsequent transfers will be treated as cancellations.

Course Content

- 1. The John Oldacre Rural Innovation Centre reserves the right to change the content, timing, date, venue or instructor of the course in order to provide a high quality service or where it is necessary for reasons beyond our control.
- 2. The John Oldacre Rural Innovation Centre will not be liable for any losses or expenses arising from amendments to the course or cancellations.

Acceptable Behaviour

In the interests of all course participants, the John Oldacre Rural Innovation Centre reserves the right to refuse admission or enforce the removal of any participant whose behaviour or demeanour is, in their view, considered inappropriate or unacceptable. No refund will be offered.

Liability

The John Oldacre Rural Innovation Centre will have no liability to the customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of this agreement or any negligence, breach of statutory duty on the part of the University or in any other way out of or in connection with the performance or purported performance of or failure to perform to the agreement, except for death or personal injury resulting from the John Oldacre Rural Innovation Centre's negligence and as may be expressly stated in these terms and conditions.

Data Protection

Any personal information provided to the John Oldacre Rural Innovation Centre will be processed in accordance with the Data Protection Act 1998. We will use the information to process your booking, to provide the course and to inform you about similar courses which we provide, unless you tell us that you do not want to receive this information. Any personal data you provide may be held on computer files.

Contact us

For further information please call the John Oldacre Rural Innovation Centre training department on 01285 851830.

Participants are responsible for their travel and accommodation arrangements. Details of directions to John Oldacre Rural Innovation Centre will be issued in advance of the training course or can be found by visiting our web site. <u>https://www.rau.ac.uk/study/short-courses/rural-skills/directions-centre</u>

For further information please call the John Oldacre Rural Innovation Centre training department on 01285 851830. All information and pricing is correct at time of printing. The University reserves the right to alter any information shown.