

University of Bath – The Edge Arts Classes & Workshops

Terms and Conditions for all The Edge Arts Classes/Courses and Workshops

By booking a class/course with us you are entering into a legally binding agreement and these terms apply.

1. Booking

Places on our classes/courses are limited and filled on a first come first served basis so please ensure that you book as early as possible to guarantee your place and to prevent the possible need for us to cancel a class/course due to insufficient take up. Late entries may be accepted at our discretion, subject to availability. You will receive a confirmation by email within 5 working days of receipt of your application form or online payment. For all purposes, the date of booking is the date on which we receive your payment deposit. Please note that the University has the right to refuse an application.

2. Payment

All prices quoted in current adverts, promotional material and online are per person and inclusive of VAT. They do not include travel expenses, parking, lunch, accommodation costs or the like. Payments can be made at The Edge Box Office, over the phone or via our online system.

3. Your Right to Cancel & Refunds

To cancel a booking you must notify us in writing of your wish to do so.

If you wish to cancel this agreement/your booking you may do so within 14 days of the booking date, (this is the date on which we receive your payment/deposit) by notifying us in writing of your wish to cancel, (attached is a copy of a cancellation form but you do not need to use this form). If you cancel within the 14 day cancellation period you will be entitled to a full refund of your deposit/payment, (unless the course has started within this period – in which case you will be entitled to a pro rata refund to take into account that part of the course that has already taken place).

If you cancel this agreement/your booking outside of the 14 day cancellation period you will not be given a refund (other than in exceptional circumstances) unless the following applies to you:

- (i) If you are currently registered at the University as an undergraduate or postgraduate student and you cancel your classes on or before the working day immediately following the second scheduled class, you may be permitted to either transfer to an alternative course/class (subject to availability) or receive a 50% refund of the class fees paid;
- (ii) If you have booked on a music tuition scheme and cancel your booking on or before the working day immediately following the second scheduled class, you will receive a 50% refund of the fees paid.

In the event that you are provided a partial refund, please note that you may not be entitled to a refund of any accommodation costs or other associated costs that you may have incurred.

All refunds will be made to the same bank account that the original payment/deposit originated from.

4. Cancellation of Courses

The University may need to cancel entire courses or scheduled classes/sessions without notice or on short notice in exceptional circumstances, (although the University will always provide as much notice of any cancellation or change as possible). The University will only cancel an entire course/series of classes if it really has to, due to circumstances outside of the University's control. This could include for example, if a member of staff was unexpectedly unavailable and a replacement could not be found in time or if there was insufficient take up – e.g. if very few people signed up for a particular course and it was simply not viable or practical to run it in the circumstances. In this situation, class/course fees will be returned in full, however the University will not be responsible for any travel, accommodation or any other costs incurred by you.

The University will endeavour to reschedule any classes/sessions that have to be cancelled, e.g. if the University is closed due to severe weather conditions or due to tutor illness. In the event that it is not possible to reschedule a class/session or organise an additional session to cover it, you will receive a refund for that particular session.

Tutors/teachers/instructors may be changed if necessary without prior notice to allow for other teaching commitments, illness, leave etc.

In the unlikely event that your tutor does not wish to continue giving you lessons, (e.g. if you have booked on a music tuition scheme), we will try to find you another tutor or provide you with a refund for the remaining sessions.

5. Qualifications & Course Level

Undertaking a course will not qualify you in that discipline. Most of our classes do not include any assessments to be undertaken upon completion. In the event that your class does entitle examination/assessment you will be notified about this and should note that if exams/assessments may be offered, entry to them will usually depend on satisfactory completion of all written coursework and/or course attendance and you may be required to demonstrate your understanding of the relevant knowledge and skills.

You understand and acknowledge that our classes/courses are designed for students with differing levels of ability. It shall be your responsibility to ensure the course you have chosen is suitable for your ability. Information and guidance on identifying your level of ability is available on request.

6. Attendance

You understand that attendance at all classes is important to gain the full learning benefit. If you are unable to attend any of the classes for any reason, the Course Leader should be promptly notified. No refund of the course fee paid, or any part thereof for any classes for which you may be absent, will normally be made for any reason.

7. Disclaimer & Your Responsibilities

By booking a class/course with us, you as a participant agree to comply with the following **Participant's responsibilities**:-

- (i) You promise to act responsibly whilst attending/participating in any class/course/sessions. In particular you must take all reasonable care for your own health, safety and wellbeing and the health, safety and wellbeing of others and treat those around you with dignity and respect. You also promise to comply with all instructions given by University staff and ensure that you only use any University equipment or facilities as instructed/expected. You must also familiarise yourself with and comply with the regulations that apply to students found at <http://www.bath.ac.uk/regulations/> (in so far as they relate to/and or are relevant to your short course);
- (ii) You are responsible for your property/personal possessions whilst attending any classes/course. The University does not accept liability for any loss or damage to your property, (unless it is caused by our negligence), so you must look after your own belongings and keep them safe, (e.g. do not leave items unattended). You also agree to accept responsibility for any loss or damage to University property rightly attributable to you;
- (iii) You further agree to be bound by the University's Terms and Conditions for The Edge Arts classes/courses.

8. Copyright

The copyright and all other intellectual property in any course materials shall remain the sole and exclusive property of the University and you shall not copy such materials or use them for running your own courses/business.

9. Data Protection

You consent to the University processing your personal data as necessary for all purposes connected with your application and thereafter for all reasons related to your participation in the class/course. This includes us having to keep on record such things as your contact details, reasons provided for absences etc.

10. Parking

Pay and display car parks operate throughout the campus and costs will need to be covered by the individual. The latest charges for parking can be found here; <http://www.bath.ac.uk/security/parking/charges.shtml>

11. Governing Law

The agreement between us shall be governed by and construed in all respects in accordance with the laws of England. The University and you hereby submit to the exclusive jurisdiction of the English courts.