

Terms and Conditions for the Purchase of Day Courses

These Terms & Conditions apply to the sale of any Day Courses. Please read these terms and conditions carefully before purchasing a Day Course.

These terms and conditions are a contract between you (the individual purchasing the Day Course) and Cotswold Gardening School Ltd.

All day courses are provided by Cotswold Gardening School Ltd. under the brand name "The Cotswold Gardening School", Gossington Hall, Gossington, Gloucestershire, GL2 7DN.

You may contact us on info@cotswoldgardeningsschool.co.uk and/or +44 1453 899018.

1. Purchasing a Day Course

1.1. Day Courses are available to purchase directly via the website or you can contact us via email or telephone.

1.2. The person making the booking must be at least 18 years old and by paying for the course accepts the terms and conditions. The Cotswold Gardening School states that by paying for a booking you have read the terms and conditions. You are also responsible for the accuracy of your personal details.

1.3. You must make full payment at the time of booking. The Cotswold Gardening School does not accept deposit or partial payments or installment payments.

1.4. For bookings via the website payment is completed via PayPal or by stating a valid gift voucher number.

1.5. Bank transfer payments will need to be arranged with us directly by email or over the telephone.

1.6. Once The Cotswold Gardening School has received your payment for the course we will email you a confirmation of your booking with practical details. If you do not receive an email - please allow up to 5 working days for funds to clear – then contact us by email or telephone.

2. Cancellation, refunds and transferral

2.1 Day Course bookings that were paid for on the website or via bank transfer can be transferred to a later course date or cancelled in writing up to 7 days before the course date. A full refund will be provided for cancellations.

2.2 Day Course Gift Vouchers have no monetary value and therefore no refunds will be issued for any Day Course booking paid for by voucher. Instead The Cotswold Gardening School will offer to transfer your booking to a later course date, providing the necessary criteria are fulfilled such as validity of the voucher and notice period.

2.3 If you are unable to attend a booked course due to illness or the need to self-isolate and are unable to give us 7 days notice, your booking will automatically be transferred to the online version of the equivalent course. The content of the online courses is the same as the equivalent courses held at the school and include digital handbooks and pre-recorded videos. The online courses also include optional project work with 6 weeks of feedback from the school Principal Caroline Tatham. No-show situations are not eligible for transferral.

2.4 If a Day Course is not able to run on the timetabled date due to insufficient bookings or circumstances beyond the reasonable control of The Cotswold Gardening School (including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation, covid and pandemic reasons), you will be notified as soon as reasonably possible and offered a transferral to a later course date or to the online version of the equivalent course. A full refund will only be offered if the course is cancelled with less than 2 days notice or at the School's discretion. Day Course Gift Voucher bookings are only eligible for transferral.

2.5 If a Day Course is not able to run as described in section 2.4 or if you are unable to attend the course for any reason, The Cotswold Gardening School shall not be liable for any expenses incurred by you in addition to the paid course fee, including but not limited to pre-booked accommodation, transport arrangements and childcare costs. The School recommends that you take out third party insurance to limit the risks related to illness or accident.

3. Fees

3.1. The Course Fees shall be as set out on the Online Booking Form or as told to you over the telephone at the time you placed an order for them. The Cotswold Gardening School reserves the right and discretion to change our prices at any time and/or to amend any of the information contained in the Day Course description. We also reserve the right to withdraw at any time Day Courses advertised for sale on the Website and/or in any Brochure. Please check our website for up-to-date prices and special offers before you book.

3.2. All amounts are payable in Pounds Sterling. The prices quoted are inclusive of VAT. Any currency conversion costs or other charges incurred in making a payment shall be borne by you, and shall not be deductible from the amounts due to The Cotswold Gardening School.

3.3. If applicable, any drawing equipment and/or software used for any exercises or projects instructed is not included in the purchasing price of the relevant Day Course. Please refer to the website course description for further information about any equipment needs.

4. Ownership and intellectual property rights

4.1. All Day Course Materials, including (but not limited to) information on The Cotswold Gardening School website, course handouts and Powerpoint presentations / slideshows during the course, are owned by The Cotswold Gardening School.

4.2. All intellectual property rights in all materials available from The Cotswold Gardening School, including the design, graphics and text of all handouts, project files and video presentations, are owned by The Cotswold Gardening School.

4.3. No Cotswold Gardening School content may be copied, filmed, photographed, recorded, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without prior written permission granted by The Cotswold Gardening School. Any such use is strictly prohibited and will constitute an infringement of The Cotswold Gardening School's intellectual property rights.

5. Data protection

5.1. The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Day Course you agree to this Use.

5.2. When you register with us you will need to provide certain Data such as your name and contact details. We will store this Data and use it to contact you, provide you with details of the Day Course you have purchased and otherwise as required during the normal provision of the course.

5.3. We may also use the above Data, to aggregate user profiles and, unless you click on the relevant button on the Booking Form, provide you with communications. We will not pass any personal data onto anyone outside of The Cotswold Gardening School.

5.4. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

5.5. The Cotswold Gardening School endeavours to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

5.6. If you wish to change or update the data we hold about you, please email info@cotswoldgardeningsschool.co.uk or contact us on +44 1453 899018.

6. The Cotswold Gardening School Day Courses Commitment

6.1. A description of the Day Courses together with the dates on which the Day Courses are timetabled are available on our Website. We will provide the Day Courses with reasonable care and skill in accordance with the description set out on the Website.

6.2. The Cotswold Gardening School has a commitment to help you get the most from your Day Course.

6.3. The Cotswold Gardening School office team will be happy to help you with any booking related queries.

6.4. The Cotswold Gardening School operates an equal opportunities policy.

7. Disclaimer and liability

7.1. The Day Courses are for training purposes only. The Cotswold Gardening School will not accept any responsibility to any party for the use of the Day Course or Course Materials for any purpose other than training for educational purposes, including but not limited to, the giving of advice by you to any third party.

7.2. We expect you to confirm that the Day Course you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of our Day Courses.

7.3. No part of the Day Course shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice.

7.4. All course content is provided in English. The Cotswold Gardening School expects students to be sufficiently proficient in English in order to attend the Day Course and cannot provide any language support nor do we accept any liability for any losses, costs or expenses incurred by or on behalf of a candidate in connection with a candidate's insufficient language ability.

7.5. The Cotswold Gardening School shall not be liable for any loss or damage of personal property whilst you attend the premises.

7.6. The Cotswold Gardening School aims to accommodate for wheelchair access within the carpark and schoolroom to its best ability where you have indicated this need in advance of the course. The gardens at Gossington Hall however are not wheelchair accessible.

7.7. Although The Cotswold Gardening School aims to provide the Day Courses to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

7.8. The Cotswold Gardening School shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation, covid and pandemic reasons.

8. Complaints

If at any time, you are unhappy with the Day Course provision then please contact us immediately at info@cotswoldgardeningschool.co.uk and we will endeavour to respond as quickly as possible but no more than 30 days following the receipt of your complaint.

9. Changes to Terms and Conditions

The Cotswold Gardening School reserves the right to change any of these conditions at any time deemed necessary to reflect current market and economic conditions.

These terms and conditions and any dispute or claim arising out of and in connection with them or their subject matter (including no contractual disputes or claims) shall be governed by and shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it.

No failure or delay by the School in enforcing any of its rights under the Contract shall be deemed to be a waiver of such right.