



Terms and Conditions of Course Enrolment

Summary

- These Terms and Conditions apply to all students, including those obtaining finance through our third-party provider. If you are obtaining finance, please ensure you read and understand the third-party providers Terms and Conditions. Clauses 7.3-7.15 in relation to refunds will take precedence over any other third-party Terms and Conditions.
- Your place is not secured on a course or accommodation until you have paid the relevant Deposit.
- You have up to 14 days cooling off period from booking (unless within 8 weeks of the course start).
- Subject to clause 7.3 all Non-refundable Deposits are non-refundable in the event of cancellation by the student.
- All course and accommodation balances become due 8 weeks before the start of the course.
- Cancellations within 8 weeks of the course start date can result in you losing your Course Fees. [Read Cancellation Policy](#)
- Students are required to abide by a [Student Code of Conduct](#).
- Students staying at Finlake or Academy House are required to abide by the [Student Rules of Residence](#).

1. Introduction

- 1.1 These Terms and Conditions of Enrolment (“**the Terms and Conditions**” or “**Terms**”) apply to students enrolling on a Course (“Course”) run by Ashburton Chefs Academy Limited (“**the Academy**”).
- 1.2 You should read these Terms carefully before registering on any of our courses. We recommend that you download and save a copy of these Terms for future reference.
- 1.3 By registering on a Course, you agree to be bound by these Terms and the documents referred to in them.
- 1.4 If you do not agree with or accept any of these Terms, you should not register on a course.
- 1.5 **Definitions: -**

Application - means your online application to the Academy for a place on your chosen Course;

Confirmation - means our email or other express form of confirmation to you that your Application is accepted or that we are able to offer you a place on the Course;

Code - the Academy’s Student Code of Conduct;

Course - means any course offered by the Academy via any online platform or at the Cookery School or both as further detailed on the Website

Deposit – means the total deposit paid by you at the time of booking, deposits vary from course to course

Events Outside Our Control - means an event or circumstances beyond our reasonable control, including extreme adverse weather conditions, power failure, loss of internet or poor connectivity, pandemic, urgent or necessary maintenance that may arise from time to time, technical problems, strikes and acts of God;

Fees - means the tuition fees and administration fees payable by you in relation to your chosen Course;

Non-refundable Deposit – means the proportion of the Deposit paid by you as detailed at the time of booking your chosen Course

Services - means the teaching services and related teaching materials that we will provide in relation to your chosen Course;

Term - 6 months from the date of receipt of Confirmation;

Website – means our website which can be found at:

<https://www.ashburtonchefsacademy.co.uk/terms/>;

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Ashburton Chefs Academy Limited a company registered in England and Wales. Our company registration number is **10232721** and our registered office is at Ashburton Cookery School Old Exeter Road, Ashburton, Newton Abbot, Devon, United Kingdom, TQ13 7LG-
- 2.2 **How to contact us.** You can contact us by telephoning us on 01364 652784 or by writing to us at support@ashburtoncookeryschool.co.uk or Ashburton Cookery School Old Exeter Road, Ashburton, Newton Abbot, Devon, United Kingdom, TQ13 7LG.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Enrolment

- 3.1 Your application for enrolment on the Course must be made on the Chefs Academy Enrolment Form ("the Enrolment Form").
- 3.2 Submission of an Enrolment Form does not guarantee a place on the Course. Your Enrolment Form is an offer to enter into a binding contract with us to purchase a place on a Course subject to these Terms. We are free to accept or decline your Enrolment Form at our absolute discretion. Your Enrolment Form is only accepted when we send you Confirmation.
- 3.3 A place on the Course cannot be reserved unless the Deposit as set out in the Academy Fees List ("the Fee List") has been paid in full and any visas or loans required by the student have been secured.

- 3.4 If the Academy is unable to offer you a place on your original chosen Course any Deposit and fees paid will be returned in full.

4. Late Enrolment

- 4.1 If you submit your Enrolment Form to us less than 14 days prior to the Course commencing, you waive your statutory right to cancel with a full refund (your statutory right is set out in Clause 7.3).
- 4.2 In addition, if you submit your Enrolment Form within 5 working days of the Course commencing, we cannot guarantee that the Confirmation will reach you before the Course commences. In these circumstances, we may need to provide confirmation by phone. If you do not receive a response to your Enrolment Form from us course instructions at least 24 hours before your Course commences, please contact us (using the contact details in Clause 2.2). You are responsible for checking that your Enrolment Form has been received and that you are able to attend on the start date.

5. Courses

- 5.1 The Course dates and times are as set out on the Academy Website.
- 5.2 The Course runs from Monday to Friday, including Bank Holidays.
- 5.3 Details of the qualifications you will be submitted for are set out the Academy Website.
- 5.4 **We will use our reasonable endeavours to:**
- 5.4.1 ensure that the Services meet the description set out on our Website in all material respects;
- 5.4.2 comply with the timetable for the delivery of the Course which is set out on our Website or otherwise agreed between us. However, you agree that dates/times and locations for delivery of the Course and the tutors and lecturers providing the Course and content of any element of the course may be subject to change from time to time.
- 5.4.3 We may make any changes to the Course which are necessary to ensure that they comply with any applicable law or satisfy regulatory or academic quality requirements or which do not materially affect the nature or quality of the Course and we will notify you of any such changes.
- 5.5 **You agree to:**
- 5.5.1 maintain an immigration status and valid short term travel VISA with relevant documentation that entitles you to undertake your chosen Course. Please note that students requiring short term study visas are responsible for satisfying the necessary requirements as set out by UK Visas and Immigration (UKVI). Please check the Government website for up to date statutory requirements;
- 5.5.2 attend all specified Course lectures or practical sessions and arrive promptly at the scheduled start time;
- 5.5.3 refrain from using any audio or visual recording equipment during the Course;
- 5.5.4 comply with our Cookery School health and safety rules as notified to you from time to time;
- 5.5.5 conduct yourself in a professional and courteous manner and refrain from causing offence or nuisance to us, our staff or other students;
- 5.5.6 provide/use the equipment and materials that we advise you to;
- 5.5.7 only use any facilities and equipment provided by us during the stated hours for delivery of your chosen Course; and
- 5.5.8 observe strict confidentiality and not provide access to, or share login details or content of Courses with any other person.

6. Fees

- 6.1 All Course and accommodation fees ("the Fees") are set out within the Fees section of the relevant course page on our Website.

- 6.2 Deposits can be paid by the following methods:
- 6.2.1 Online by using your credit or debit card; or
 - 6.2.2 By bank transfer, banker's draft or a payment sent for collection. You will need to request our bank details for the purpose of paying the Fees this way. Please ensure you retain a transaction reference number in case there are any problems with your payment.
- 6.3 Non-refundable Deposits are non-refundable, subject to Clause 7.3 below.
- 6.4 Following acceptance by the Academy of your application and payment of the Deposit, you will be liable for the balance of the Fees.
- 6.5 All Fees and outstanding balances must be paid not less than 8 weeks before the start of the Course ("the Enrolment Threshold"). **All outstanding balances for Fees must be made by BACS to the Academy's nominated account.** If Fees are not paid by the Enrolment Threshold, the Academy will be entitled to reallocate your place and you will not be entitled to start your chosen course.
- 6.6 In the event of expulsion from the Course, no refund of Course or Accommodation Fees will be made.
- 6.7 If you are obtaining finance for your Course, the Fees will be paid in full up front upon acceptance by the third-party finance provider.

7. Cancellation Policy

Changes and /or cancellation by us

- 7.1 If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel Course dates, content, venues or prices from those published. The Academy may cancel the Course, or part thereof, at any time. In such cases the Academy will offer you a new Course date and transfer your booking and Fees to the next available Course date convenient for you. No refund or part refund will be given and the Academy will not be held liable for any costs/losses incurred as a result of such changes or cancellation.
- 7.2 We reserve the right to remove from any Course, students that fail to comply with the Academy's standard practices and procedures. We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in the best interests of other students and/or the individual concerned to be enrolled on one of our Courses.

Cancellations under the Consumer Contracts Regulations 2013 within 14 days of booking Confirmation

- 7.3 Except in the case of Clause 7.11, if you are a consumer and are not entering into the Contract for purposes connected with a business and provided that you contact us within 14 days after receiving Confirmation from us, starting from the date after the booking is made (the "**Cancellation Period**"), then you have a legal right to cancel the contract by notifying us via our course cancellation request form and subject to clause 7.5 below you will receive a full refund including your Deposit and Non-refundable Deposit. We will refund any Fees you have paid within 7 working days of receiving your cancellation notice minus the Administration Fee.
- 7.4 An administration charge ("The Administration Fee") is applied in the case of all cancellations during the Cancellation Period of £35 per student.

Cancellations after the Cancellation Period but before the Enrolment Threshold

- 7.5 For any cancellation made after the Cancellation Period but before the Enrolment Threshold, Fees paid will be refunded less the Non-refundable Deposit. Non-refundable Deposits, Deposits and/or Fees may be transferred to future course dates subject to Clause 7.5.
- 7.6 If you wish to cancel your booking after the Cancellation Period but before the Enrolment Threshold the Academy will attempt to resell your place on the Course on your behalf. The Academy will list your place for resale within 1 business day of receiving written notice from you. The Academy will take reasonable steps to resell your place, it may be necessary to discount the cost of your place to complete a sale.
- 7.7 If the Academy is able to sell your place you will be entitled to a refund equal to the amount your place was resold for. Payment will be made to you not less than 7 working days after the Academy has received the cleared funds from the resale of your place.
- 7.8 If you wish to transfer your balance to an available course on a future date, your balance and Deposit will be transferred to your future booking. Any future course must be taken within 12 months of the start date of your original Course. You will be required to pay any difference between your balance and the cost of the future booking. Transfer of Deposits and/or fees may only be made once.
- 7.9 If the Academy has been unable to resell your place, you will forfeit your Non-refundable Deposit and you will only receive a refund for your course Fees paid to date excluding the Non-refundable Deposit.
- 7.10 Notice of any cancellation of a Course booking must be made to the Academy via the course cancellation request form.

Cancellations if a Course is booked within the Cancellation Period or after the Enrolment Threshold

- 7.11 If you have expressly requested that the Course begins within the Cancellation Period, for example:
- 7.11.1 by submitting an Enrolment Form within the Enrolment Threshold; or
 - 7.11.2 by attending your chosen Course
- then you will be deemed to have waived your statutory right to cancel under Clause 7.3 and no refund will be offered (including Deposits).
- 7.12 The Academy will list your place for resale within 1 business day of receiving written notice from you. The Academy will take reasonable steps to resell your place, it may be necessary to discount the cost of your place to complete a sale.
- 7.13 If the Academy is able to sell your place you will be entitled to a refund equal to the amount your place was resold for excluding your Non-refundable Deposit. Payment will be made to you not less than 7 working days after the Academy has received the cleared funds from the resale of your place.
- 7.14 If you wish to transfer your balance to an available course on a future date, your balance (excluding your Non-refundable Deposit) will be transferred to your future booking. Any future course must be taken within 12 months of the start date of your original Course. You will be required to pay any difference between your balance and the cost of the future booking. Transfer of Fees may only be made once.

Other reasons for cancellation

- 7.15 You may also cancel the Contract at any time if:
- 7.15.1 We break the Contract in a material way and do not correct the situation within 28 days of you asking us in writing to do so, in which case a partial refund may be given for the part of the Course you do not have the benefit of from the cancellation

date (please note if you have had access to all course materials prior to the cancellation date a refund may not be available); or

7.15.2 An Event Outside Our Control prevents us from providing the Services when we are supposed to and that event continues for 2 weeks or more, in which case a partial refund may be given depending on the point at which the Event Outside Our Control takes place.

7.15.3 International candidates, who have applied for but have been declined for a Short-Term Study Visa, will, upon presentation of the relevant letter from the UK Borders Agency, will be refunded any course fees paid less the Fee of £50.

How to cancel

7.16 To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01364 652784 or email us at support@ashburtoncookeryschool.co.uk. Please provide your name, home address, details of the booking and, where available, your phone number and email address.
- (b) **Online.** Complete the [Model Cancellation Form on our website here](#).
- (c) **By post.** Print off the [Model Cancellation Form](#) and post it to us at the address on the form. Or simply write to us at that address, including details of your booking, when you enrolled and your name and address.

8. Refunds

- 8.1 Once the Course has begun, no refund will be made if you fail to attend all or any part of the Course or if you fail required exams.
- 8.2 No refund will be in the event you breach the Student Code of Conduct, Rules of Residence or other relevant requirements.
- 8.3 Refunds that are due will be made within 7 working days of approval.
- 8.4 All refunds are made to the source of the initial payment to comply with anti-money laundering requirements ie. fees paid by a credit card can only be refunded to the same card or initial bank transfers can only be refunded to the originating account.

9. Accommodation

- 9.1 Students staying in Academy accommodation ("the Accommodation") will be required to adhere to the Rules of Residence.
- 9.2 Students who lose the right to accommodation through misconduct may be given 24 hours notice to vacate the Accommodation and will not be entitled to replacement accommodation by the Academy. In all instances where a student's Accommodation is terminated through breach of the Rules of Residence the student will not be entitled to any refund.

10. Student Conduct

- 10.1 Each student will be given a copy of the Code, which they will be asked to sign. Failure to abide by the Code may result in disciplinary action being taken by the Academy.
- 10.2 Students must comply with all rules and regulations issued by the Academy from time to time. Any matters arising in relation to the Code will be dealt with by the Head of the Academy in accordance with the Disciplinary Procedure set out in Appendix 5 annexed hereto.

11. Failed Exams, Assessments and Appeals

- 11.1 Should you fail any externally accredited exams and are offered the option to resit the exams you will be required to pay any associated exam fees charged by the external body together with Academy costs as set out in Appendix 2.
- 11.2 The Academy adopts a Fair Assessment Policy as set out in Appendix 3 annexed hereto.
- 11.3 If a student wishes to appeal against any assessment the Assessment and Appeals Procedure must be followed as set out in Appendix 2 annexed hereto.

12. Uniform

- 12.1 All students are required to wear Academy standard uniform when training in the kitchen. During theory sessions students are permitted to wear casual clothes. The uniform will be provided by the Academy.
- 12.2 Close-toed, non-slip footwear must be worn in the kitchen at all times. Students will not be admitted to the kitchen without the correct footwear.
- 12.3 Students are responsible for laundering their own chef wear.
- 12.4 Tea towels and oven cloths are supplied and laundered by the Academy.

13. Insurance

- 13.1 All enrolled students of the Course should have a valid travel and/or student tuition fees insurance policy in place. The Fees do not include insurance.
- 13.2 The Academy makes no guarantees in relation to the provision of any policy, and does not accept any liability arising from any claim made.
- 13.3 Students staying in Academy Accommodation must insure their personal belonging, the Academy or Accommodation provider does not accept any liability for damaged, lost or stolen personal belongings.

14. Complaints Procedure

- 14.1 Students wishing to make a complaint must follow the procedure set out in Appendix 4 annexed hereto.

15. Liability

- 15.1 The Academy will not accept responsibility for the loss of or damage to any personal possessions.
- 15.2 If the Academy fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable, indirect or consequential. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the enrolment process.
- 15.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services we are providing.
- 15.4 The Academy will not be liable for any loss suffered by you resulting from any event that is beyond the reasonable control of the Academy.

16. How we may use your personal information

- 16.1 **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy available on our [website here](#).

17. Other Important Terms

- 17.1 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 17.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in the English courts.