Leiths Culinary Diploma, Core, Professional and Diploma Certificate Terms & Conditions

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Notable changes:	

Terms & Conditions

Leiths Culinary Diploma, Core Certificate, Professional Certificate and Diploma Certificate

1. Terms

1.1 These are the terms and conditions on which Leiths School of Food and Wine Limited (a private limited company registered in England and Wales under company number 02922474 whose registered office and trading address is at 16-20 Wendell Road, London W12 9RT) ('Leiths', 'we', 'us') provides its Core Certificate, Professional Certificate, Diploma Certificate or full Leith's Culinary Diploma course.

1.2 Please read these terms and conditions carefully before submitting your enrolment form to us.

1.3 In the terms and conditions:

1.3.1 'applicant', 'you' or 'student' means the applicant named in the Enrolment Form as the individual who will be undertaking the relevant Course;

1.3.2 'Certificate Dates' means the dates for your Course selected in the Enrolment Form and as detailed in our Acceptance (as defined below);

1.3.3 'Course' means the Core Certificate, Professional Certificate, Diploma Certificate, or the Leith's Culinary Diploma (comprising all three, or two certificates) as the case may be, as selected in the Enrolment Form;

1.3.4 'Enrolment Form' means your enrolment form submitted via our website;

1.3.5 'Fee' means the fee for your selected Course listed on our website for the relevant academic year at https://leiths.com/culinary-diploma/course-fees-finance-options/;

1.3.6 'Instalment Plan' means any instalment plan issued by Leiths setting out the dates and amounts for payment of the Fee in instalments;

1.3.7 'Non-refundable Deposit' means the non-refundable deposit required to secure your place on the Course as detailed on our website at https://leiths.com/culinary-diploma/course-fees-finance-options/ in relation to your selected Course; and

1.3.8 'Start Date' means the first day of the Course as confirmed in the Acceptance (as defined below).

1.4 These terms and conditions, together with:

1.4.1 the Enrolment Form;

1.4.2 the letter or email from Leiths to you confirming that your application has been successful following receipt of your Non-refundable Deposit ('the Acceptance');

1.4.3 the current version of the Rules, Policies and Procedures as set out in the student handbook available at https://leiths.com/terms/ ('Student Handbook'); and

1.4.4 any Instalment Plan,

comprise the legally binding contract between you and Leiths ('the Contract').

1.5 Where differences between these terms and conditions and the Student Handbook and/or Acceptance exist, these terms and conditions take precedent.

2. The Contract

2.1 All applications for the Course are subject to the Acceptance and receipt of payment of the Non-refundable Deposit.

2.2 You are responsible for ensuring that all information provided to us (in the Enrolment Form or otherwise) is correct, and you agree to notify us of any changes to the information provided as soon as possible either by telephone or email.

2.3 Admissions are subject to availability of a place on the Course and your ability to meet any admission requirements at the time as may be communicated to you and/or as set out on our website at https://leiths.com/culinary-diploma/admissions-process/. Acceptance of your place on the Course is at the sole discretion of Leiths and may be conditional.

2.4 The Contract will come into existence between the applicant and Leiths on Leiths issuing the Acceptance to you.

2.5 If Leiths is unable to accept your application and a payment has been made, we will let you know as soon as possible and process the return of any payment you have made within 7 days.

2.6 If you fail to meet any of the conditions of your Acceptance, we have the right to withdraw your place and end the Contract at any time – see clauses 5.5, 6 and 10.3.

3. Price and Payment

3.1 The Fee for the Course is set out on our website and unless otherwise shown, prices are inclusive of VAT. If the rate of VAT changes before the Start Date of the Course, we may adjust the rate of VAT (and so the total Fee) that you pay to reflect the change in the rate of VAT, unless you have already paid the Fee in full before the change in the rate of VAT takes effect.

3.2 You (and if applicable, the fee payer detailed in the Enrolment Form ('Fee-Payer') as appropriate) must pay the balance of the Fee not less than six weeks before the Start Date by card or bank transfer (unless we have agreed that payment of the Fee may be made in instalments in the sums and on the dates confirmed in an Instalment Plan).

3.3 Where the Fee is payable in instalments, all payments must be paid by direct debit (via GoCardless or such other payment provider as we may appoint from time to time) and each instalment must be paid by the instalment date set out in the Instalment Plan

3.4 If you (and the Fee Payer (as appropriate)) fail to pay any Fees by the due date for payment, or we're unable to collect any instalment or payment you owe us at any time:

3.4.1 we may charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The interest will be payable together with any overdue amount; and

3.4.2 we may suspend your place on the Course until such time as payment is made, or cancel your place on the Course in accordance with the provisions of clause 6.1.1. You acknowledge that where your place on the Course is suspended under this clause, we will not offer any catch-up opportunities for any part of the Course that you miss as a result.

3.5 Both you (and the Fee Payer as appropriate) are liable to pay the Fee on the date on which it is due and we may take action against both you and the Fee Payer at the same time to recover any unpaid Fee and any reasonable costs and expenses incurred in doing so.

4. The Course

4.1 By submitting your Enrolment Form you agree that you have read, understood, and will comply with the obligations set out in the policies included under the Leiths Culinary Diploma (Core, Professional and/or Diploma Certificate) section of the Leiths website at https://leiths.com/terms/ and https://leiths.com/policies-procedures/, including but not limited to:

4.1.1 the Student Handbook, including (but not limited to) the requirements relating to the School Rules (of the Student Handbook);

4.1.2 our Health and Safety Policy; and

4.1.3 the Leiths Education and Culinary School policies available at https://leiths.com/policies-procedures/.

4.2 Successful completion of the Course is determined by Leiths (in its sole discretion), based on our assessment of your progress, attendance and against the set of assessments specific to your Course as detailed in the Course specification available on our website (and/or integrated work experience, if appropriate). Certificates will be issued at the discretion of Leiths. If you are unhappy with a grade received in relation to any aspect of the Course, the appeal process set out in the Student Assessment and Progression procedure should be followed.

4.3 If, as part of your Course, you are required to make any purchases for additional items not included in the Fee, you will be sent further details before the Start Date, along with guidance on ordering through our approved supplier. Details of items included in the Fee and additional

items that may be required to be purchased in relation to each of our Courses are available at https://leiths.com/culinary-diploma/uniform-equipment/.

4.4 Certificate Dates are subject to change however we will notify you of any changes as soon as possible. You may be required to attend an induction week, details of which will be provided in your Acceptance.

4.5 We may change the Course content to reflect changes in relevant laws and regulatory requirements, or where minor changes are appropriate for the continued delivery of our standards and operation of our Course (for example, there may be a change in food safety standards that mean we need to change some of the content of our Courses). If we need to make more significant changes to the Course, we will notify you and you may then contact us to end the Contract before the changes take effect and receive a refund for any Fees paid, however Leiths will be entitled to charge you for the services that it has provided to you prior to your cancellation (and such sums will be deducted from the amount of any refund, if possible).

5. Ending the Contract

5.1 You have 14 days after the date of Acceptance to cancel your place on the Course. You can do this by phone, post or email. Subject to clause 5.2, in these circumstances, Leiths will refund the Non-refundable Deposit and all additional Fees paid by you within 14 days of receiving your notice of cancellation. We will provide a written acknowledgement as proof of our acceptance of the cancellation. Cancellation is effective from the date on which you send your notice of cancellation. For the purposes of this clause notices sent by email are deemed sent on the date shown in the sender's email log; and notices sent by post are deemed sent on the date of posting shown on a valid proof of posting.

5.2 If you give notice to cancel your place on the Course and the date of Acceptance is within 14 days of the Start Date, we will refund the Fee paid by you less the Non-refundable Deposit and a reasonable charge for the services provided to you up to the date of cancellation (and may deduct such sums from the Fees to be refunded).

5.3 We may, in our sole discretion, consider any request received prior to the Start Date to transfer you to another course intake subject to availability ('New Course'). Where a place is offered to you on a New Course, your place on the New Course will be subject to you entering into a new contract with us and we reserve the right to withdraw such offer at any time before a formal acceptance of your place on the New Course has been issued to you by Leiths.

5.4 Where, after the Start Date, you are unable to continue with the Course due to illness or other exceptional circumstances, you may apply in writing to defer your studies. Any request must be supported by appropriate evidence. Leiths may, at its discretion, approve a deferral having regard to the circumstances, the evidence provided, the stage reached on the Course and the availability of future course places. Where a deferral is approved, Leiths may offer you a place on a future intake of the Course or an equivalent course, subject to availability, and may require you to enter into updated contractual documentation reflecting any material changes to the Course or applicable policies. Unless otherwise agreed by Leiths in exceptional circumstances, any approved deferral must normally be taken up within 12 months of the date on which the deferral is granted. Approval of a deferral does not entitle you to a refund of Course Fees except as expressly provided elsewhere in these terms.

5.5 If you:

5.5.1 purport to cancel this Contract and your place on the Course more than 14 days after the date of Acceptance; or

5.5.2 otherwise do not fulfil your obligations (such as not paying sums due to be paid to us under the terms of this Contract or failing to maintain attendance (or otherwise indicating that you will not be in attendance)) in a way which, in our reasonable opinion, amounts to you cancelling your place on the Course,

we may accept your cancellation and open your place on the Course to other prospective students. Where we do not fill your place before the Start Date, or where the Course has already commenced at the date of cancellation, you must pay us the Fee in full (and we will not refund any Fee paid by you before the date of cancellation).

5.6 Where we are able to fill your place on the Course in advance of the Start Date following your cancellation, we will refund any Fee you have paid less the Non-refundable Deposit and any reasonable administration and other costs and expenses that we may have incurred or will incur which we may deduct from any refund of the Fee.

5.7 You may end the Contract at any time by letter or email if we breach the Contract in any material way and fail to remedy that breach within 14 days of you asking us to do so by letter or email, or we enter into liquidation or have an administrator or receiver appointed over our assets.

6. Our rights to end the contract

6.1 We may end the Contract at any time by letter or email if:

6.1.1 you (and the Fee-Payer, as appropriate) do not make any payment to us when it is due and you fail to make payment within 7 days of us reminding you that payment is due;

6.1.2 you cease to attend the Course for any reason without prior authorisation or agreement from Leiths;

6.1.3 you are or become ineligible to study in the UK;

6.1.4 at any time (including on application) you provide us with information which is inaccurate, incomplete or misleading or you fail to provide us, within a reasonable time of us asking for it, with information or cooperation which may affect your ability to complete the Course or that we otherwise need to deliver the Course to you;

6.1.5 you breach any of the terms or obligations set out in the Student Handbook and, after following our Disciplinary procedure or Grade Decision appeal process (where appropriate to do so), we decide, in our discretion, to exclude you and end the Contract;

6.1.6 you do not fulfil the conditions of the Course offer contained in the Acceptance including failing to submit or complete all forms of assessment (including coursework),

6.1.7 you fail to meet or maintain any of the admission requirements set out here https://leiths.com/culinary-diploma/admissions-process/; or

6.1.8 during the Course, a medical condition, disability or medication affects your ability to undertake the Course and having considered all reasonable adjustments required under the Equality Act 2010, and relevant circumstances, it reasonably concludes that you cannot safely participate in the Course or achieve the Course's essential competence standards, or that no reasonable adjustment is available to remove the substantial disadvantage experienced.

6.2 If we end the Contract or you are otherwise excluded from the Course for any of the reasons set out in clause 6.1 – 6.10:

6.2.1 we will not be required to refund any Fees paid by you up to the date of cancellation; and

6.2.2 where the Fee is payable in monthly instalments, you (or the Fee-Payer, as appropriate) will be required to pay to us the balance of the Fees in full within 30 days of the date of cancellation.

6.3 If we end the Contract or you are otherwise excluded from the Course under clause 6.1.8, Leiths will refund fees paid for the part of the Course that has not been delivered, subject only to deduction of reasonable costs which Leiths has already incurred or is irrevocably committed to incur in relation to your place on the Course.

7. Our responsibility for loss or damage suffered by you

7.1 If we fail to comply with the terms of the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of such failure, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both Leiths and the applicant knew it might happen, for example, if you discussed it with us during the application process.

7.2 We will not be liable for any failure or delay in performing any of our obligations under the Contract whereby that failure or delay results from any event that is beyond our reasonable control, such as power failure, third-party industrial action, fire, flood, and acts of terrorism. If any such event occurs that is likely to adversely affect our ability to deliver the Course we will inform you as soon as possible and our obligations will be delayed. We won't compensate you for the delay, but if such delay is likely to be substantial (lasting for more than 30 days), you can cancel the Contract by letter or email, and we will refund the Fees paid within 14 days of receiving your cancellation, however Leiths will be entitled to charge you for the services that it has provided to you prior to your cancellation (and such sums will be deducted from the amount of any refund, if possible).

7.3 We will not be responsible for losses you suffer caused by us breaching the terms of this Contract if the loss relates to something you could have avoided by taking reasonable action, including following our (or any of our employees, agents or contractors) reasonable instructions.

7.4 We do not exclude or limit in any way our liability to you for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation, or for failure to provide our services with reasonable care and skill or in accordance with information provided by us about Leiths or our services.

7.5 To the extent that you are not a consumer (and are undertaking the Course in the course of your trade, business, craft or profession) then, save in respect of any liability which cannot legally be limited, our total liability to you for all losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to what you paid for the Course and all claims for loss of profit or indirect or consequential loss are wholly excluded.

7.6 Nothing in these terms and conditions seeks to exclude or limit your legal rights as a consumer.

8. How we may use your personal information

We will use any personal data you give to us in accordance with, and as set out in our Privacy Notice set out here: https://leiths.com/privacy-policy/.

9. Consent to use images, including video and photography

9.1 Leiths may, from time to time, wish to take images (including photographs and video imagery) during delivery of the Course at Leiths School of Food and Wine. Leiths will only use such images in Leiths' marketing and promotional materials, presentations, case studies, printed publications, social media channels or on the Leiths website. We will not use any photos or video footage of you unless you have provided your consent to this in writing.

9.2 Leiths may seek your permission to use the applicant's photos for reposting or sharing on the official Leiths Instagram page. The applicant will be tagged and credited for their photo. Any food photographed by the Leiths marketing team and featured on the Leiths social media pages will be credited to the student who prepared it if the credit is requested.

10. General

10.1 All Course documentation, materials, recipes, logos and branding are the property of Leiths and may not be copied or distributed by you without the prior written consent of Leiths. Access to resources will terminate on the last day of the month following the final day of the Course.

10.2 Each of the provisions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, invalid or otherwise unenforceable, those provisions shall be deemed severed from the remaining provisions and such remaining provisions will continue in full force and effect.

10.3 Even if we delay in enforcing the Contract, we can still enforce it later. For example, if you miss a payment and we do not chase you, but we continue to provide the Course, we can still require you to make the payment at a later date.

10.4 The termination of the Contract will not extinguish any claim that has already arisen.

10.5 You may not transfer any of your rights under the Contract to any other person without our express written permission.

10.6 These terms are governed by English law and you or we can bring legal proceedings in respect of the Course in the English courts.

11. Entry requirments (including visas)

11.1 You must be eligible to study in the UK for the full duration of the Course.

11.2 You must provide valid documentation as proof of your right to study in the UK (e.g. passport and share code) before the course begins and comply with the requirements of our Student Visa policy available at https://leiths.com/culinary-diploma/international-students-visas/.

11.3 If you are not resident in the UK, you may require a visa to enrol on the Course. Please consult the UK government website or contact admissions@leiths.com for further information and guidance.

11.4 You must immediately notify us of any change in your immigration or visa status that may affect your right to study in the UK.

11.5 You may be required to provide evidence of English language proficiency, equivalent to an IELTS (International English Language Testing System) test report result of >5.