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OUR TERMS

1. These terms

1.1. What these terms cover. These are the terms and conditions on which we supply our services to you

1.2. The terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3. Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **Blue** and those specific to businesses only are in **Red**

1.4. If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1. Who we are. We are THE LANDSCAPE ACADEMY LIMITED a company registered in England and Wales. Our company registration number is 11736654 and our registered office is at Brynford House, 21 Brynford Street, Holywell, Flintshire, United Kingdom, CH8 7RD

2.2. How to contact us. You can contact us by telephoning our customer service team at 01829 740194 or by writing to us at Unit 7D Barrowmore Enterprise Estate, United Kingdom, Barnhouse Lane, Great Barrow, Chester, CH3 7JA and email [*info@landscapeacademy.co.uk*](mailto:info@landscapeacademy.co.uk)

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 order.

2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1. How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2. If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the service. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the service or because we are unable to meet a delivery deadline you have specified.

3.3. Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4. We only sell to the UK. Our website is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Your rights to make changes

If you wish to make a change to the service you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. Our rights to make changes

5.1. Minor changes to the services. We may change the service:

- (a) to reflect changes in relevant laws and regulatory requirements and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the service.

5.2. More significant changes to the services and these terms. In addition, as we informed you in the description of the service on our website, we may make the following changes to these terms or] the service, but if we do so 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 services paid for but not received or give you the option to transfer the payment to another course:

- (a) Where there is a change of third party course provider this may require alterations to time dates and structure of courses
- (b) Change of date due to circumstances beyond our control such as severe weather, pandemic
- (c) Illness or indisposition of course tutor requiring that the course is rescheduled.

5.3. Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it

6. Providing the services

6.1. When we will provide the services. During the order process we will let you know when we will provide the services to you. If the services are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

6.2. We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

6.3. Reasons we may suspend the supply of services to you. We may have to suspend the supply of a service to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the service to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the service as requested by you or notified by us to you (see clause 4).

6.4 Your rights if we suspend the supply of services. We will contact you in advance to tell you we will be suspending supply of the service, unless the problem is urgent or an emergency. If we have to suspend the service we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 6 months and we will refund any sums you have paid in advance for the service in respect of the period after you end the contract.

6.5 We may also suspend supply of the services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 12.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 0). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 0).

7. Your rights to end the contract

7.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) If what you have bought is misdescribed you may have a legal right to end the contract (or to get a service re-performed or to get some or all of your money back), see clause 11 if you are a consumer
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2

(c) If you are a consumer and have just changed your mind about the service, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions

(d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 0.

7.2. Ending the contract because of something we have done or are going to do.

If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided. The reasons are:

(a) we have told you about an upcoming change to the service or these terms which you do not agree to (see clause 5.2)

(b) we have told you about an error in the price or description of the service you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the services may be significantly delayed because of events outside our control;

(d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or

(e) you have a legal right to end the contract because of something we have done wrong.

7.3. Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).

If you are a consumer then for most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4. When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

(a) services, once these have been completed, even if the cancellation period is still running;

7.5. How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

(a) Where you have purchased a service if so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

(See clause 9.2)

7.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 7), you can still end the contract before it is completed. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until calendar month after the day on which you contact us. We will refund any advance payment you have made for services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the service until 3 March. We will only charge you for supplying the service up to 3 March and will refund any sums you have paid in advance for the supply of the service after 3 March.

8. How to end the contract with us (including if you are a consumer who has changed their mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) **Phone or email.** Call customer services on **01829 740194** or email us at **info@landscapeacademy.co.uk** Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) **Online.** Complete the form on our website.

8.2 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

(a) Where the service is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. (see clause 9.2)

8.3 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

(a) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a service at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example; return the registration form with 14 days prior to the course start date.
- (c) you do not, within a reasonable time, allow us to deliver the services to you.

Standard Courses:

- Full payment of course fees to be made at time of booking
- 14 day consumer cooling off period from confirmation of booking
- Cancellation up to 21 calendar days before course date:
- 80% refund of the course fees, or the option to transfer 100% of funds to another booking with no additional charges (only one rebooking allowed, thereafter 15% admin charge), or a 12-month voucher to be redeemed within a 12 months from date of cancellation
- Cancellation up to 15-21 calendar days before course date:
- 50% refund of the course fees or the option to transfer 100% of funds to another booking with a 15% admin fee, or a 12 month voucher to be redeemed within a 12 months from date of cancellation
- Cancellation up to 0-14 calendar days before course date:
- No refund or the option to transfer 100% of funds to another booking within 3 months of course date with a 15% admin fee

Bespoke Courses:

- 50% deposit at time of accepting quotation
- 14 day consumer cooling off period from confirmation of booking
- 80% refund if cancelled before 30 days of the course date
- Remaining 50% to be paid 30 calendar days prior to course date
- No refund payable if cancelled within 30 calendar days of course date, however with our agreement, the course can be moved to a date within a 12 month period with an admin (see following):
- 15% admin charge for courses under £10,000
- 12% admin charge for courses over £10,000

9.3 We may withdraw the service. We may write to you to let you know that we are going to stop providing the service. We will let you know at least 2 months in advance of our stopping the supply of the service and will refund any sums you have paid in advance for services which will not be provided.

10. If there is a problem with the service

How to tell us about problems. If you have any questions or complaints about the service, please contact us. You can telephone our customer service team at **01829 740194** or write to us at **info@landscapeacademy.co.uk** Alternatively, please speak to one of our staff.

11. Your rights in respect of defective services if you are a consumer

11.1 If you are a consumer we are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 040506.

If your service is **services**, for example [a support contract for a laptop or tickets to a concert], the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time. See also clause 7.2.

12. Price and payment

12.1 Where to find the price for the service. The price of the service (which includes VAT) will be the price indicated on the order pages when you placed your order, including deposit/ up front payments , please also see clause 9.3 with regard to cancellation charges.. We attempt to ensure that the price of the service advised to you is correct. However please see clause 12.2 for what happens if we discover an error in the price of the service you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 When you must pay and how you must pay. We accept payment by bank transfer of debit and credit cards. When you must pay depends on what service you are buying:

(a) For standard courses, you must make payment in full of the price of the course within 7 days of the invoice and at least 14 days prior to the commencement of the course. You must pay each invoice within 7 calendar days after the date of the invoice. See clause 9.2

(b) For bespoke courses you must make payment of 50% of the total course price (inclusive of VAT) within seven days of receiving the invoice. The balance must be paid 30 calendar days prior to course date as per the terms stated in clause 9.2

12.5 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays] from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. Our responsibility for loss or damage suffered by you if you are a consumer

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we 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. 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 sales process.

14. Our responsibility for loss or damage suffered by you if you are a consumer

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we 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. 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 sales process.

14.2 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 [as summarised at clause 11]

14.3 We are not liable for business losses. If you are a consumer we only supply the services for to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

15. Our responsibility for loss or damage suffered by you if you are a business

15.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; [or]
- (d) defective services under the Consumer Protection Act 1987; [or]

15.2 Except to the extent expressly stated all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 Subject to clause 15:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other 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 fifty per cent (50%) of the total sums paid by you for services under such contract].

15. How we may use your personal information

15.1 How we will use your personal information. We will only use your personal information as set out in our Privacy Policy

16. Other important terms

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 21 days of us telling you about it and we will refund you any payments you have made in advance for services not provided].

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. **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

16.3 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.

16.4 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. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

16.5 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

16.6 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE

SCHEDULE

Schedule 1 Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

16.7 To THE LANDSCAPE ACADEMY LIMITED Unit 7D Barrowmore Enterprise Estate, United Kingdom, Barnhouse Lane, Great Barrow, Chester CH3 7JA or by email to info@landscapeacademy.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/for the supply of the following service [*],

Ordered on [*/received on [*]: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper):

Date: _____

[*] Delete as appropriate

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