Walworth Garden
206 Manor Place
London
SE17 3BN
www.walworthgarden.org.uk
020 7582 2652



Walworth Garden Workshop Terms and Conditions

The following terms and conditions apply to all companies and or persons or other entities ("you" or 'the learner') that are attending any workshop organised by Walworth Garden ("we" or "us"). Please ensure you have read and understand the following:

1. Acceptance of terms and conditions

By booking for a particular workshop, you agree to the terms and conditions set out below ("Terms") and they will be incorporated into the contract between us ("Contract"). You will ensure that your employees, partners, agents, contractors, subcontractors and any other person attending the Workshop on your behalf shall comply with these Terms. The Contract is formed when we send you a booking confirmation

2. Payment

2.1 Non-Accredited Course Fees and Deposits for Free Places

A limited number of places on our non-accredited course, also known as a workshop, are currently available to all eligible Southwark residents per academic year (September to July) at no cost. The fees usually associated with these places are covered by Southwark Council. The booking of these free places requires a £10.00 refundable deposit, and the completion of some enrolment forms. This deposit is returned to learners after attending their selected course. This deposit will not be returned if the learner does not attend the session, and/or does not complete the required forms. The learner will also not be permitted entrance should they not complete these forms in full.

2.2 Non-Accredited Course Fees for Paid Places

Learners who are not residents of Southwark, or who have already claimed their one free place in the current academic year, can pay to attend any available workshop. Currently, the fee associated with a 1 day workshop is £85, and the fee associated with a 2 day session is £150. These prices are subject to change, but this policy will be updated if/when this occurs.

3. Refunds

All bookings for the Workshop shall be non-refundable except as set out in paragraphs 4,5 & 6 below. However, if you are unable to attend the Workshop for any reason you may email us at comms@walworthgarden.org.uk to provide us with the name of a substitute to attend the Workshop on your behalf and on receipt of this email we shall make such substitution and allow the substitute access to the Workshop.

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1

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4. Cancellation

There may be circumstances in which you need to cancel your Workshop booking. If we are notified at least 2 weeks prior to the workshop, we will provide you with a full refund of the amount that you have paid to us.

5. Postponement/ Cancellation by WG

There may be circumstances in which we need to postpone the Workshop or cancel a Workshop that is poorly subscribed if we do, we shall advise you of this as soon as we possibly can. In this instance, if you cannot attend the new date or would not like to choose from our other workshops in the selection you may cancel your booking by emailing us at comms@walworthgarden.org.uk and we shall provide you with a full refund.

6. Liability and Disclaimer

Our sole liability in relation to any cancellation, postponement or change of venue shall be limited to the price paid by you for such Workshop and we shall not be liable under any circumstances for any consequential losses, such as the purchasing of materials in preparation for attending a workshop.

7. Your obligations

If you act in any way which in our opinion is likely to cause any harm or nuisance to any person at the Workshop, you will be required to leave the Workshop and we shall not be liable to refund your Booking Fee or any other payment.

You must comply at all times with the <u>health and safety policy</u> of the venue. You must comply with all requests from us or the venue with regard to health and safety and failure to do so will result in you being asked to leave the workshop (in which case no refund will be provided). You may not bring any equipment or items of a hazardous or dangerous nature to the Workshop. Including recreational drugs or alcohol.

You shall not cause any damage to any part of the venue (including outside areas, and all inside walls, flooring, fixtures and fittings). You are solely liable for any damage caused by you, your employees, contractors, sub-contractors and agents to any such area of the venue and shall fully reimburse us in relation to any damage so caused.

8. Photography and filming

We may wish to photograph or film the Workshop and reserve the right to do so for the purposes of promoting future workshops or otherwise. You consent to us photographing or filming you and any persons attending the Workshop with you.

You may not photograph or video the Workshop, the practitioner or other attendees without our prior consent.

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9. Data protection

We will communicate with you using the contact details provided on the Registration Form for the purposes of the Workshop. The full Data protection and privacy policy can be found here

10. Tickets

We shall not send you tickets for the workshop. We will have your name on the attendee list and if you have paid the Booking Fee and/or completed the enrolment form you shall be provided with access to the Workshop.

11. Travel, accommodation and refreshments

You shall be responsible for making and paying for your own travel and accommodation arrangements to and from the Workshop. If you are late for a workshop or prevented from attending the Workshop due to travel delays or any other circumstances, we shall not be obliged to provide you with a refund or to wait to start the Workshop until you arrive.

12. Disability, medical conditions

If you have any disability or medical condition that requires us to make special arrangements for you, please email us at comms@walworthgarden.org.uk as soon as possible and for any workshop at least 2 weeks prior to the date of the Workshop.

13. Limitations of Liability

Whilst every reasonable precaution is taken by us to ensure security and safety at the workshop, we shall not in any way be liable for any loss or damage suffered by you whatsoever in relation to the Workshop, save that nothing in these Terms shall be deemed to limit the liability of any person for death or personal injury caused by negligence. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, any fraudulent misrepresentation or any other liability for which it is unlawful to exclude or limit liability.

Our total liability for any matter arising out of the Contract shall in all circumstances be limited to the price paid by you for the Workshop and we shall not in any circumstances be liable to you for any consequential loss whatsoever.

14. Governing law

These Terms shall be governed by English Law and you hereby submit to the exclusive jurisdiction of the English Courts.

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