

# **Terms & Conditions – York Learning**

## **Courses & Events**

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We may change these terms at any time, without notice, so you should revisit these pages regularly. We may also change and improve the information and services available on the website at any time.

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[www.yortime.org.uk](http://www.yortime.org.uk) links to external websites (ie ones not managed by City of York Council). We have no control over their reliability or the content included on them. Inclusion of an external link is not an endorsement or a claim about the accuracy of the content on the website.

### **Terms & Conditions**

#### **Course / Event Bookings**

The term “us” or “we” refers to City of York Council, West Offices, Station Rise, York YO1 6GA. The term “you” refers to the student, learner, user or viewer of our website.

By agreeing, you are consenting to comply with and be bound by the following terms and conditions:

#### **FOR ADULT EDUCATION COURSES ONLY IMPORTANT – Please note:**

##### **Proof of benefit**

Proof of benefit is needed at the time of enrolment in order to qualify for fee reduction. Your place on the course cannot be confirmed until proof has been seen by a member of the enrolment team. If proof is not provided within 2 weeks of enrolment, you may lose your place on the course. You can provide this information either in person or by posting to York Learning, City of York Council, West Offices, Station Rise, York YO1 6GA. We will also accept scanned documentation from your personal email account. Please clearly mark your name and course enrolled to if providing proof by post.

Learners who fail to produce evidence of entitlement to a reduced fee once the programme has started will be required to pay the full fee and will be invoiced accordingly.

If any fees or other costs are provided either through the Learner Support Fund or because you are in receipt of benefits, you may be charged the full cost of the course if you do not attend regularly

## **REFUNDS**

### **If we cancel**

Places on some of our courses are subsidised by public funding from the Education Skills and Funding Agency.

We reserve the right to close any course we deem to be financially unviable due to low numbers and to refund your course fee.

Sometimes we have to cancel lessons due to tutor illness, bad weather or other unforeseen circumstances that are beyond our control. When this happens, we try to rearrange the lessons. However, if this is not possible, we are not obliged to refund you for the cancelled lessons unless more than 10% of the course has been missed. If you are unable to attend the rearranged session then we will not be able to offer you a refund.

No refunds will be made under any circumstances whatsoever where the refund would be less than our standard £15 admin fee charged to all refunds except when we cancel a course.

### **If you cancel**

You do not have an automatic right to cancel your course and receive a refund except where it is within the cooling off period as detailed below. Normally we will not give a refund if you simply change your mind. However, we will consider requests for a refund based on individual circumstances and the length of time before the course starts. Where a course is due to begin within 2 weeks of the refund request or where the course has already started we will not be able to offer a refund.

### **Distance Selling Regulation**

If you make a booking via our course booking system or over the telephone then you have the right to cancel within fourteen working days of receiving confirmation, in which case a full refund will be made. If the course starts within that fourteen-day period, the right to cancel applies up to the day the course starts. Refunds can also be issued outside the fourteen day period if a written request is received more than four weeks before the start of the course. An administrative charge of £15 will be deducted from the refund. After that time, only requests for refunds as a result of your ill health will be considered. This must be supported by a certificate from your doctor and an administrative charge of £15 will be deducted from the refund.

### **Changing your mind and cooling off period**

If you book your course on line or over the phone then you are allowed a fourteen (14) day 'cooling off period' which gives you an unconditional right to cancel your

course booking.\* If you wish to do so, you can request a refund using the form at the end of this document. *\*This does not apply if the course you are enrolling to starts prior to the end of the cooling off period.*

Once a course has started, there will be no refunds given under any circumstances. Any other refunds are at the discretion of the Head of York Learning. Please apply in writing to the Head of York Learning, Ground Floor, West Offices, York, YO1 6GA or by email to [york.learning@york.gov.uk](mailto:york.learning@york.gov.uk).

If a refund is given outside of the 14 day cooling off period, an **administration charge of £15 will be applied.**

Once a course has started, there will be no refunds given under any circumstances.

## **Data Protection**

Please note that your information will be held by the York Council and will be used for the administration of any bookings you make. Please see our privacy notice for details of how we use your data and how you can access it.

<https://yorklearning.org.uk/policies/>

## **Personal information you supply to us using this website**

### **Emails**

When you send us personal information via an email address listed on this website we will only use the information supplied in the email for the purpose that you gave it to us for. This usually means that we only forward your information within the council to officers who need to see it in order to respond to it. Each council department that deals with enquiries from the website will also be subject to the council's information management charter and data protection policy. Where we do need to contact a third party there will be a contract ensuring that your personal information is protected. No personal information will be passed on to third parties for commercial purposes. We may share your data with third parties for the purposes of collecting destination data. Where this is the case the information supplied will be subject to our data protection policies and consent sought where this is appropriate.

### **Eforms (electronic forms)**

When you give us personal information using an electronic form (an eform) available on this website, the information you supply will only be used for the purposes stated on the form.

You will only be asked to register with us once - after that, your email address will be sufficient to identify you. Your email address will only be used to acknowledge receipt of your enquiry, and to follow it up if necessary

When we ask you for personal information, we will:

- ensure you know why we need it
- protect it and make sure nobody has access to it who shouldn't
- ensure you know if you have a choice about giving us information
- make sure we don't keep it longer than necessary

We ask that you:

- give us accurate information
- tell us as soon as possible of any changes
- tell us as soon as possible if you notice mistakes in the information we hold about you.

## **Contact**

We will contact you about your course as part of our essential business needs. We will only contact you about other services we offer if you have given us prior consent to do so. You may withdraw your consent at any time. Please see our privacy notice for details.

## **Management information**

Information that you provide to the council via this website may be used for statistical analysis, but it will not be used in a way that enables you to be identified.

## **Cookies**

Cookies are small pieces of text that contain a unique number sent by a web server when you visit a web page and stored in the cookie directory on your computer. This website uses cookies to gather information about site usage, such as number of visitors and repeat visits. We analyse site usage statistics to help us improve the website.

The cookies we use contain no personal information about the user. Cookies on this site may safely be turned off by users without affecting how pages are displayed.

## **Copyright**

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Some logos from other organisations are used on our website, such as the freedom of information logo. Where this happens we use the logo according to the guidelines laid down by the organisation that has copyright of the logo.

## **Refund Request Form**

Use this form if you are requesting a refund for a course fee that is within the 14 day cooling off period under Consumer Contracts Regulations. You do not have to use this form to request a refund but it makes it easier to verify your request

Your Name

Date you booked the course

Date you are making the request

Title of the course you are cancelling

Total fee paid that you are requesting is refunded.

This form should be emailed to [york.learning@york.gov.uk](mailto:york.learning@york.gov.uk)