

## **Terms and Conditions**

### **September 2023 entry Diploma in Painting from The Martin Kinnear Studio**

#### **1. Introduction**

1. These terms and conditions represent an agreement between you, a prospective or registered student ('you'), and Norfolk Painting School Live Ltd, also trading under the name Martin Kinnear Studio ('we' or 'us' or 'the Studio'). These terms and conditions along with:

- the offer letter from our Office comprising the offer ('offer') made by us to you for a place on the 2022/23 Diploma ('Diploma' and 'Course'); and
- the material pre-contract information provided to you following your acceptance of the offer,

form the contract made between you and us (the 'contract').

2. In the event that the provisions of these terms and conditions conflict with the provisions of any other documents forming part of the contract, you and we shall comply with the provisions of these terms and conditions.

3. Norfolk Painting School Live Ltd (company number 13070011) with its registered office at Steve Pye Accountants, Unit 3 North Lynn Business Village, Bergen Way North Lynn Industrial Estate Kings Lynn PE30 2JG. Our VAT number is 372929757. Our contact details can be found [on our website](#).

#### **2. Admissions and the contract**

1. The offer we make to you is subject to you satisfying any conditions contained therein. The offer may be conditional or unconditional. If the offer is conditional, we will set out in the offer the conditions you need to fulfil in order to be admitted to the course. If you have not fulfilled the conditions of your offer before the date notified to you in the offer, we reserve the right to withdraw the offer or to defer your entry. We may make changes to the offer at any time before you accept it, but will inform you immediately if this is the case and issue an updated offer. By accepting the offer, you signify your consent to the terms of the contract and agree to be bound by its terms.

2. We may withdraw or amend any offer or revoke your subsequent registration as a student on the Diploma, without liability to you [other than to return any fees you have paid to us less your registration fee], if we

discover that your application contains incorrect, misleading or fraudulent information or if you are found to have omitted key information from your application.

3. Your admission to the Studio is subject to you complying with the terms of the contract.

4. The contract between you and us is usually made exclusively by means of distance communication (for example via email). Where this is the case, you may cancel the contract by informing us in writing within fourteen days of you accepting the offer (the 'cancellation period'). In order to cancel the contract within the cancellation period, you must inform us by contacting the Studio (email [hello@norfolkpaintingschoollive.com](mailto:hello@norfolkpaintingschoollive.com)). If any payment has been made under this contract prior to the date of cancellation, we will provide you with a full refund within 14 days of us receiving your written notice of cancellation. We will make the reimbursement using the same means of payment you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5. All students from outside the European Union applying to study at the College will need to demonstrate, prior to registration, that they have a valid immigration status to undertake the proposed studies. It is also your responsibility to ensure that you have the correct permission for the duration of your course. You must notify us immediately if there are any changes to your immigration status at any time before or after registration and during the course of your studies at the Studio.

6. We shall deliver your course with reasonable care and skill subject to paragraphs 3, 4 & 5 above, in accordance with the description applied to it in the material pre-contract information provided to you following your acceptance of the offer.

7. You agree to fulfil all the painting requirements of your course and attend assessments in accordance with the terms of the contract.

### **3. Course fees**

1. The course fees can be found within the prospectus and your specific course fees ('course fees') are confirmed in your offer. Information in relation to how to pay for your course fees or for units within them and the registration fee required to secure your place on the course will be provided to you in your offer. If you accept an offer, you agree to pay all course fees (and other related costs and expenses), as and when they fall

due, in accordance with the payment terms specified in relation to your offer including paying any required registration fee.

2. Please note carefully what is included and what is not included in the course fees, as set out in your material pre-contract information. By way of example:

a) Study trips - Not covered by the Studio

b) Materials - the course fees allow for provision of Solvents and some specialist materials for use whilst on the Studio premises, but exclude any materials needed for independent home study and any paints, brushes and supports needed both at the school and at home.

c) Meals - the course fees include Tea & Coffee on all days when attendance on-site forms part of the course but exclude any meals.

d) Equipment - the course fees allow for the use of basic equipment only (easels) but do not include the cost of specialist or project-specific equipment.

3. We may routinely increase our course fees from year to year for 18 month courses, and may review and change such course fees without notice. Your course fees for courses lasting for 18 months or more may be routinely increased from year to year by no more than the change in the Retail Prices Index. Details of such changes will be notified to you as soon as reasonably practicable in advance of your arrival for the next term of your course and in any event, not less than [3] months before the start of the new term.

4. Course fees are due for each full term (part of a term is charged at the full-term rate) of attendance but may be paid by monthly instalment, full details to do this are contained in your offer letter.

#### **4. Prospectus information**

1. We endeavour to ensure that the prospectus and programme specification document content is current and accurate at the date of publication. However, due to the period of time between publication, application to and attendance at the Studio, circumstances may change due to factors internal to the Studio or due to factors beyond our reasonable control, such as legal requirements, health and safety, relevant theory and practice, and it may sometimes be necessary to vary the terms or content of the course or the method of delivery or assessment described in the prospectus. Courses and/or units on courses may also be altered or

withdrawn. We also do not guarantee the involvement of any particular members of staff or external tutors or lecturers with any courses.

Any amendments made by us to the prospectus and programme specification document content prior to us making you an offer of a place on a course will be included in the latest web versions of the prospectus and you are advised to consult [our website](#) regularly to ensure that you are aware of any updates to the prospectus and/or programme specification documents. In the event that we are required to make any significant changes to the courses, we shall take reasonable steps to bring these changes to the attention of applicants and students as soon as practicable.

## **5. Withdrawal or variation of the Diploma after offer**

1. We will take all reasonable steps to provide The Diploma in the manner set out in the prospectus current as at the date of your offer, subject to the terms of this contract. However, we do not guarantee the provision of such services in all circumstances. We may, from time to time, need to vary the content or method of delivery or assessment of a course, discontinue a course or merge or combine a course with other courses or amend any of the documents constituting the contract in certain circumstances due to legislative and regulatory changes, our need to manage our funding cost effectively and efficiently in accordance with our Limited Company status, the withdrawal of involvement of external providers, and/or our need to constantly review the content of courses with a view to enhancing the quality of student experience and ensuring that it reflects current theory and practices in subject areas. Any changes will be notified to affected students in advance and the Studio will take all reasonable steps to minimise any disruption to affected students. Should material changes be made to a course to the detriment (in the Studio's reasonable professional judgement) of affected students, a student may:

- terminate their course of study and request a refund in accordance with the Studio's Refund Policy (see point 6 below)

The College will, wherever possible, attempt to bring changes into effect only for the next cohort of students on a course but this may not be possible in all circumstances and earlier changes may be required.

2. The Diploma may be subject to minimum student numbers and, if this applies to your course, we will make this clear in your offer and your offer will be conditional on the minimum numbers being reached. If there are not sufficient applications to make a course or unit viable, we may cancel

the Diploma. If you have received an offer for any course described in the prospectus but we discontinue the course or unit prior to you commencing the first term of study, you may either withdraw from the Studio without any liability for course fees, or transfer to an alternative Diploma .

3. Neither party shall be liable for failure to perform any obligations under the contract if such failure arises from circumstances beyond their reasonable control, including industrial disputes , acts of God, war, pandemics , terrorism, fire, flood, natural disaster, failure of utility or telecommunications networks and national emergencies ('Force Majeure Event'). If either the Studio or you seeks to rely on this provision, either party shall ensure that the consequences of any failure to act in accordance with this contract are kept to a minimum. If the Studio is forced to discontinue your course as a result of a Force Majeure Event, we will notify you as soon as possible and use reasonable endeavours to transfer you to a suitable replacement course for which you are qualified. If you are unhappy with the replacement course offered by the College or if we are unable to provide a suitable replacement course, you may terminate the contract and withdraw from the course without incurring any further liability for your course fees. No fees ( including the registration fee) paid up to this date will be refunded.

## **6. Refund Policy**

1. If you cancel your booking within the statutory cancellation period in accordance with clause 2.4, you will be entitled to a full refund ( including your registration fee)
2. Provided cancellation by you is not as a result of changes to the course under clause 5.1 & 5.2 and except where the provisions of clause 6.1 apply, where you cancel your booking no later than 6 weeks prior to the course start date , the Studio will refund all sums paid **except** the Registration Fee.
3. Provided cancellation by you is not as a result of changes to a course under clause 5.1 & 5.2 , and except where the provisions of clause 6.1 apply, the Studio will refund **neither** the Terms fee **nor** your registration fee if you cancel your booking within 6 weeks of the course start date ;or fail to attend all or any part of the course for any reason including (without limitation ) ill health .

4. Except where a course is cancelled by the Studio under Clause 5.2 , or you cancel your booking under the provisions of clauses 6.1 and 5.1 , the Studio will be under no obligation to refund your Registration Fee.
5. You will not be entitled to a refund of any course fee (or other fees) if the Studio terminates this contract due to your breach of any of these terms.

## **7. Liability**

1. While we take all reasonable care to ensure the safety and security of students in our building ,we cannot accept responsibility, and expressly exclude liability, for loss or damage to students' personal property (including computer equipment and software) including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where and/or to the extent such loss or damage is caused by our negligence, breach of contract or dishonesty. It is recommended that you insure personal property against such risk of loss and damage.
2. We shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the Studio except where and/or to the extent such loss or damage is caused by our negligence, breach of contract or dishonesty.
3. Nothing in these terms and conditions shall limit or exclude the Studio's liability to you:
  - for fraud or fraudulent misrepresentation;
  - for wilful default;
  - for death or personal injury caused by the College's negligence; or
  - in respect of any other liabilities which may not be lawfully excluded or restricted.
4. Subject to the foregoing, the Studio shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.
5. Except for those circumstances described above, the liability of the School to you in contract, tort, breach of statutory duty, misrepresentation or any other liability, however arising, is limited to the value of the course fees and any additional costs paid by you or on your behalf.

## **8. The regulations**

1. By accepting these terms and conditions, you are also agreeing to comply with the regulations. Key provisions of the regulations include:

- The Studio's expectations regarding conduct and student behaviour. If you do not act in accordance with this contract, or any of the documents referred to in it, or if you do anything else that is or may be harmful to the work, good order or good name of the School, we may take disciplinary action against you. One of the possible outcomes of such an action is that your contract with us may be terminated and you may be removed from the course.

2. The Studio reserves the right to add to, delete or make reasonable changes to the regulations where it is of the reasonable opinion that this will assist in the proper delivery of the Diploma. The updated regulations will be made available on the Studio's website and may be publicised by other means so that students are made aware of any changes.

## **9. Data Protection**

1. If you apply for admission to a course at the School and/or enter into a contract with us, we will process your personal data in accordance with the Data Protection Act 2018. The Studio's Privacy notice explains what data we might hold about you and how we use it, who we might share it with and the reasons for doing so, along with the rights that you have in respect of your personal data.

2. After you complete your studies, we will retain basic registration details, and your address, and any information that may be required in relation to matters that are still outstanding and that we are required to keep for legal or regulatory reasons. Basic information will also be added to our alumni database. Any remaining information will be destroyed.

## **10. Disability**

1. The School is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. If you have a disability, you are encouraged to notify the School at the earliest opportunity so that any appropriate support arrangements can be discussed.

2. All offers are conditional upon the School being able to implement the specific adjustments reasonably needed for you to complete your course.

We are more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by us.

## **11. General**

1. The Studio may take and use images of you and/or your work (including any videos or photographs or sound recordings) (“Images”). Wherever possible, permission from you will be requested at the time the Images are taken. If this is not possible, you permit us on a worldwide perpetual basis to use, modify and distribute those Images to promote the Studio and its activities in any media. Images of your work may appear without a credit. You must notify the Studio in writing prior to the Course start date if you do not agree to any such Images being taken.
2. The following are not permitted on the Studio’s premises (or in the courtyard) Smoking (including vaping); or pets.
3. No failure or delay by us or you to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
4. If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision shall not affect the validity and enforceability of the rest of the contract.
5. The terms of the contract shall only be enforceable by you and the School and shall not be enforceable by any third party.
6. The contract and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.