

# Booking courses and workshops with Nordoff Robbins

## TERMS AND CONDITIONS

---

- 1) These terms and conditions apply to all bookings made by you with Nordoff Robbins Music Therapy. Nordoff Robbins Music Therapy is a charity registered by the Charity Commission for England and Wales (no. 280960) and a company limited by guarantee (no share capital) registered in England (no. 01514616) whose registered office is at 2 Lissenden Gardens, London NW5 1PQ.
- 2) Definitions
  - i) "Customer" means the person, firm or company identified making the booking and who is responsible for payment of the fees;
  - ii) "Delegate" means a person attending the Event;
  - iii) "Event" means courses or conferences offered by Nordoff Robbins at the stated Venue;
  - iv) "Materials" means any documentation in either machine readable or printed form;
  - v) "Venue" means the location at which an Event is held;
  - vi) "Working Day" means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in England.
- 3) Orders and acceptance
  - i) Each Customer may submit an order for an Event via the online booking form or by email or post.
  - ii) We shall confirm receipt of your order by Email (or by post in the absence of a valid email address) and we will confirm availability of the requested course and a booking acknowledgement will only be issued once we accept your order.
  - iii) Bookings are not confirmed until a booking acknowledgement has been issued.
  - iv) These Terms govern the booking for the Event to the exclusion of any terms and conditions of the Customer. The booking form incorporates these terms and constitutes a legally binding contract.
- 4) Fees
  - i) The price for an Event is shown as per Delegate and includes all tuition fees, use of equipment and all Materials supplied, unless we agree otherwise with you in writing.
  - ii) Prices are as set out on the Web Site, save that we may alter the Price in instances of obvious or genuine error prior to confirming acceptance of your order by way of a written booking acknowledgement.
- 5) Payments
  - i) Payment in full must be received and cleared before the start of the Event unless we agree with you in writing otherwise. We accept payment by direct credit, cheque or

selected credit/debit cards.

- ii) Nordoff Robbins reserves the right to refuse admission for any failure by a Customer to pay fees for the Event prior to the start of the Event.
- iii) An invoice can be issued prior to the start of the Event. Payment must however be received and cleared before the start of the Event, unless we agree with you in writing otherwise.

#### 6) Venue and content of Event

- i) Nordoff Robbins reserves the right to run Events at a different Venue to the one specified, when necessary. If this is the case Nordoff Robbins will inform the Customer as soon as possible and provide information about the revised Venue.
- ii) Any opinions expressed by speakers at any Event are their own and not necessarily those of Nordoff Robbins.
- iii) Nordoff Robbins shall endeavour to ensure that the published programme is provided. However, Nordoff Robbins reserves the right to alter published programmes, dates and speakers according to circumstances. Nordoff Robbins' liability in respect of such change will be limited to a refund of the Customer's fees if so requested.

#### 7) Cancellation and Refund Policy

- i) Course fees will be refunded in accordance to the following policy. This does not affect your statutory rights. When you book a Event from us and we have accepted your booking, your booking shall reserve your place on the Event and you agree that the performance of the contract shall be deemed to have commenced. As a result, you agree that the only cancellation rights that shall apply are as set out in this clause 7.
- ii) You should notify us immediately after you become aware that you can no longer attend an Event and wish to cancel.
- iii) If we receive your written request to cancel a course at least two weeks before the start date of the course a refund of the course fee will be provided, less an administration fee of £10 covering our administration costs.
- iv) You will not be entitled to a refund in respect of any other cancellations except in our sole discretion.
- v) Disability Discrimination Act: The Delegate request is covered by the Disability Discrimination Act (DDA) where the Delegate is unable to participate or attend their course due to a disability, or the nature of a course has adverse health implications for a disabled student. Pro-rata refunds of course fees will be granted if the Delegate has already attended sessions of a course lasting more than one session.
- vi) Quality issues: where a Delegate complaint is upheld a full refund of the course fees will be granted.
- vii) Bereavement: Nordoff Robbins will issue a pro-rata refund of fees at the request of a Delegate who has suffered the death of a close relative. A close relative is defined as a

parent, partner, child or sibling.

viii) Appeals

(1) In the first instance appeals should be made in writing to the Education Administrator.

(2) In the second instance appeals should be made in writing to the Continuing Education Manager whose decision is final.

- 8) Nordoff Robbins reserves the right to change course tutors or Venues from those advertised.
- 9) To request a refund, email [education@nordoff-robbins.org.uk](mailto:education@nordoff-robbins.org.uk) or write to the Education Administrator at Nordoff Robbins, 2 Lissenden Gardens, London NW5 1PQ. If you are unable to request your refund in writing, please contact us by ringing 0207 267 4496. If you fail to request a refund at least two weeks before the course starts the full course fee is non-refundable.
- 10) Cancellation by Nordoff Robbins: Nordoff Robbins is committed to ensuring that each short course listed on its website and printed on our literature takes place. However, we reserve the right to cancel any course, and if your course is cancelled by us and no alternative is available, you will receive a full refund. However, we regret we cannot accept liability for any inability to provide courses where these are affected by circumstances beyond our reasonable control. Where an individual session in a course is cancelled by Nordoff Robbins you may be entitled to receive a pro rata refund where we cannot otherwise reschedule that session, e.g. where 1 weekly session on a 10 week course is cancelled, the course tutor will endeavour to make up the lost session but if the session cannot be made up a refund of 10% will be offered.
- 11) Complaints and Suggestions: Nordoff Robbins aims to provide short courses to a high and professional standard. We always welcome feedback, both positive and negative, as this helps us maintain and improve our standards. Should you want to make a comment, suggestion or complaint about a short course you have attended, please speak first to the course facilitator. If you are not satisfied with their response, please contact the Education Administrator in writing ([education@nordoff-robbins.org.uk](mailto:education@nordoff-robbins.org.uk)), giving details of the course you attended and your complaint. You should receive a response within 10 working days. If you are still not satisfied, you should write to the Continuing Education Manager Donald Wetherick at our London Centre address who will try to resolve the matter with you.
- 12) Substitutions: Substitute Delegates will be accepted, subject to prior notification to Nordoff Robbins. Where possible, Nordoff Robbins asks the Customer to inform it of the alternative Delegate's name at least three Working Days before the date of the Event.
- 13) Personal belongings: Personal belongings and items belonging to or in the possession of the Delegate brought onto the Venue are the sole responsibility of the owner and Nordoff Robbins accepts no responsibility for such items.

- 14) Limitation of liability: Except in respect of liability for death or personal injury caused by Nordoff Robbins' negligence (for which no limit or exclusions of liability apply), Nordoff Robbins' aggregate liability, whether for damages or compensation of any nature arising from the contract for the Event (including as a result of negligence) shall be limited to the total sum or sums paid by the Customer for attendance at the chosen Event. Nordoff Robbins shall not be liable in respect of loss of profits, business, revenue, goodwill or anticipated savings or indirect or consequential loss or damage (whether caused by negligence or otherwise); or any act, omission or breach of contract by the Customer's employees, agents or sub-contractors.
- 15) Delegates agree to comply with both Nordoff Robbins and the Venue's policies and procedures at all times during the Event. Where the Delegate does not sign the booking form for an Event, the Customer signing the booking form shall procure that the Delegate is bound by these terms.
- 16) Nordoff Robbins reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to the Event or to remove any such person after the commencement of the Event.
- 17) Our Privacy Policy (available on our website) is incorporated into these terms and conditions by reference hereto. You should review that document prior to making a booking.
- 18) Except as provided above there are no other warranties, conditions or other terms, express or implied, statutory or otherwise, and all such terms are hereby excluded to the maximum extent permitted by law (but subject to your statutory and common law consumer rights).
- 19) If Nordoff Robbins does not enforce any provision of this agreement such will not be considered a waiver of any provision or right.
- 20) In the event that any part of these terms and conditions is held to be unenforceable, such part will at Nordoff Robbins's option be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.
- 21) These terms and conditions constitute the entire agreement between you and Nordoff Robbins in respect of any booking, and shall apply to the exclusion of all other terms or conditions of contract which you may purport to propose.
- 22) These terms are subject to the laws of England which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licences and conditions of use and shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.