



Wendy Shorter Interiors

Upholstery & Soft Furnishings Training Centre

Coursers Farm, Coursers Road, Colney Heath, St. Albans, AL4 0PG
(01727) 824358 Email: wendyshorterinteriors@gmail.com

DAY-TIME LEISURE & EVENING COURSE APPLICATION FORM & TERMS AND CONDITIONS – September 2021

COURSE TITLE:

COURSE DATES:

NAME:

DATE:

ADDRESS:

POST CODE:

CONTACT NUMBERS:

E-MAIL ADDRESS:

EMERGENCY CONTACT NAME & NUMBER:

COURSE REQUIRED:

- **Upholstery Day-time Leisure Class** (1 day per week x 18 weeks – 9.30 to 1.00 p.m.)
- **Upholstery Evening Leisure Class** (1 evening per week x 18 weeks – 7.15 p.m. to 9.15 p.m.)
- **Other (as advertised from time to time)**

PAYMENT STRUCTURE: Please indicate your preferred payment structure:

- Paid in full on enrolment onto the course
- Or
- Staged payments, subject to a 5% administration fee: 50% of the course fees to be paid on enrolment onto the course with the balance paid by 1st November for September start dates or 1st April for February start dates.

The Terms and Conditions attached constitute part of this application form.



Wendy Shorter Interiors Ltd
Registered in England & Wales No: 7271155
Registered Office: 127 Boundary Lane, Welwyn Garden City, AL7 4EQ



TERMS & CONDITIONS

BUSINESS NAME

Wendy Shorter Interiors is the business name of Wendy Shorter Interiors Limited, which is a private limited company, registered in England and Wales, and is referred to in these Terms and Conditions, in the Learning Agreement and elsewhere in our website as “Wendy Shorter Interiors”, “our”, “or”, “we”.

CONTRACT FORMATION AND TERMINATION

Once accepted on a course by Wendy Shorter Interiors, a signed copy of the application form will be sent to you, together with these Terms and Conditions, which will constitute the Learning Agreement between Wendy Shorter Interiors Limited and the applicant whose name and details appear on the application, referred to in the Learning Agreement as “you” and once your application is accepted references to “student” include you.

Wendy Shorter Interiors reserves the right to advertise, offer, agree to provide or to withhold goods and services at its discretion to any persons, at any times and on any terms. In particular, courses advertised may be withdrawn, suspended or discontinued by Wendy Shorter Interiors at any time. Wendy Shorter Interiors reserves the right to re-arrange course dates or days or to arrange appropriate alternative teaching for the courses where desired. No contract for the supply of goods or services is entered into until Wendy Shorter Interiors notifies acceptance and all or any part of the fees then due are paid.

All course fees are due as published or notified to students and, in default, on the first day of the course. The failure of Wendy Shorter Interiors to insist upon strict performance of the obligation to pay for any goods or services on time or of any other contractual provision shall not be deemed to be a waiver of rights or remedies in respect of any then present or future default of the student in performance or compliance with his or her obligations.

QUALIFICATIONS AND AUTHORITY

All Course Tutors have such upholstery, soft furnishings and teaching qualifications as Wendy Shorter considers appropriate. Further details of qualifications held by Wendy Shorter and Course Tutors are available on written request to Wendy Shorter.

Wendy Shorter is the sole director of Wendy Shorter Interiors. The authority of Course Tutors (other than Wendy Shorter) is limited to teaching the relevant course, matters of safety and discipline and other matters incidental to the day to day teaching. Only Wendy Shorter personally has authority to agree to variations or waivers of, or consents under, these terms and conditions in any individual case or, in particular, to any deferral of fees due or refund or credit of fees.

Wendy Shorter Interiors adheres to the highest standards of probity and does not offer, receive or condone any improper payments in connection with the supply of its goods or services which might be regarded as improper.

LIMITATION OF LIABILITY

Except in the case of death or personal injury or otherwise where required by law:

- (a) in the event of any breach of obligation under contract or in tort by Wendy Shorter Interiors the remedies available to students in respect of goods or services shall be limited to damages, which shall in no circumstances exceed the price paid for the goods or services and Wendy Shorter Interiors shall under no circumstances be liable for any indirect, incidental or consequential loss or damages; and
- (b) in contracting with Wendy Shorter Interiors, it alone and not any individuals will owe duties and obligations to you, so you agree that you will not bring any claim against Wendy Shorter, any Course Tutor or any other employee of Wendy Shorter Interiors for any loss you may suffer in connection with the services provided by Wendy Shorter Interiors. Wendy Shorter, any Course Tutor and any other employee of Wendy Shorter Interiors shall be entitled to enforce this limitation again each student.

Wendy Shorter Interiors carries insurances which it considers appropriate to the nature of its business.

FORCE MAJEURE

Wendy Shorter Interiors will not be under any liability whatsoever in the event that Wendy Shorter Interiors are prevented or delayed from supplying or making delivery of any goods or services by any reason or cause beyond the reasonable control of Wendy Shorter Interiors. If this occurs Wendy Shorter Interiors will endeavour to notify the students affected. In the event of adverse weather conditions students may wish to contact Wendy Shorter Interiors in advance. No refund or credit will be given in the case of students who for whatever reason fail to attend on a particular day, or attend late, if nevertheless the course proceeds.



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COURSES

Wendy Shorter Interiors has training centre approval to deliver the Association of Master Upholsterers and Soft Furnishers (AMUSF) qualifications. Wendy Shorter Interiors offers a range of courses in upholstery and soft furnishings. Courses are intended to give the student knowledge, understanding and experience of the subject in question. Wendy Shorter Interiors does not guarantee that any particular student will reach any particular standard.

Entry Requirements:

Wendy Shorter Interiors offers courses to students who are enthusiastic and committed about upholstery and/or soft furnishings. They are suitable for both beginners and those with some basic knowledge who wish to extend their expertise. When we review applications we want you to demonstrate your potential to success on the course you are applying for. No previous practical experience is necessary.

FEES & MATERIALS

Course Fees are as published on the Wendy Shorter Interiors website: www.wendyshorterinteriors.co.uk

- Upholstery Day-Time Leisure Course -1 day per week x 18 weeks – 9.30 to 1 p.m. - £750 inc. 20% VAT
- Upholstery Evening Leisure Class -1 evening per week x 18 weeks – 7.15 p.m. to 9.15 p.m. - £430 inc. 20% VAT
- Other (as advertised from time to time)

Except where expressly stated to the contrary, all prices are subject to VAT at the appropriate rate as dictated by HMRC. A VAT receipt will be issued following settlement of course fees.

TOOLS & MATERIALS: In addition, students will need to supply furniture and fabrics to complete the required elements of any particular course, together with any additional tools and materials required. Materials used in the Student's own individual assessment pieces of work will be charged for on completion (see the current price list posted in the workrooms); therefore, students are required to keep accurate records of all materials used. Work, which has not been paid for, may not be removed from the building and may be sold to recoup expenditure on materials. Failure to follow these instructions will result in a minimum charge of £350 plus VAT.

PAYMENT STRUCTURE OF COURSE FEES

LEISURE & EVENING COURSES: The course fee is due in full on enrolment onto the course. Alternatively, staged payments may be made subject to a 5% administration fee: 50% of the course fees to be paid on enrolment onto the course with the balance paid by 1st November for September start dates or 1st April for February start dates.

OVERDUE ACCOUNTS will be charged interest at 1.5% per month or part thereof.

OUTSTANDING PAYMENTS: Wendy Shorter Interiors reserves the right to withhold the conferment of an award if you have debts to Wendy Shorter Interiors. In such circumstances, you will not be invited to the award ceremony.

CANCELLATION CHARGES/REFUND POLICY: The £600 inclusive of 20% VAT course deposit is non-refundable. Remaining fee refunds will only be made if you cancel your course place prior to one month of the course start date. If you cancel your place on a course within one month of the course start date, all unpaid instalments must be paid, unless Wendy Shorter personally confirms that your place can be filled by another candidate. If you withdraw from the course once it has started, all unpaid instalments must be paid, and action may be taken via the small claims court to recover any debt owed to Wendy Shorter Interiors.

If courses are cancelled by Wendy Shorter Interiors prior to the course start date a full refund of fees will be made. If courses are discontinued by Wendy Shorter Interiors once begun, a pro rata refund or credit will normally be made, with an adjustment for any goods or materials supplied and any other out of pocket expenses incurred or committed. If discontinued by the student, any refund or credit will solely be at the discretion of Wendy Shorter Interiors as we have to make sure that the courses are viable for those remaining on them.

We try to be sensitive to the problems students sometimes have. At the same time, we also need to be fair to other students who pay their fees and so we will take action to recover debts owed to Wendy Shorter Interiors. In exceptional cases, Wendy Shorter Interiors may stop students attending classes or presenting their work for final assessment until the debt is cleared and, as a last resort, we will take the necessary legal action to recover the debt.



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STUDENT ATTENDANCE, REGISTRATION, ABSENCE AND WITHDRAWAL

When enrolling on a course at Wendy Shorter Interiors, if you are aged 18 or under, you agree that we may contact your parents, training provider or school where there are concerns about your progress, attendance or welfare. If your employer is sponsoring you to do a course, Wendy Shorter Interiors may share with your employer details of your attendance and progress.

Regular attendance and punctuality are essential for the success of the course. An attendance register is kept and students who are habitually late or absent will be asked to explain the reason. Serious levels of absence can oblige the withdrawal of a student from the course for safety reasons. Absence through sickness must be notified as soon as possible. If a student withdraws from the course for any reason, it is essential to notify Wendy Shorter Interiors in writing. Payment of any outstanding fees must be made immediately.

COPYRIGHT

Course materials (unless marked as copyright of any other person) and images and photographs displayed in our training materials or on our website(s) are copyright of Wendy Shorter Interiors and must not be copied or reproduced in any form under any circumstances without the express permission of Wendy Shorter Interiors.

Any video or recorded material in any form taken of Wendy Shorter, Course Tutors or other employees of Wendy Shorter Interiors whilst demonstrating during a course or otherwise in connection with the services offered by Wendy Shorter Interiors must not be reproduced, copied or distributed in any form or on any medium, including social networking sites, under any circumstances without the express written permission of Wendy Shorter Interiors.

Wendy Shorter Interiors reserves the right to photograph students and their work and to retain any student's work for the purpose of exhibition, promotion or similar activities including on its web site. If you wish to opt out of this for any reason you must give written notice to Wendy Shorter personally.

REFERENCES & TESTIMONIALS

References and testimonials are given entirely at the discretion of Wendy Shorter personally and no liability is accepted to anyone whatsoever for their content or for failure to give one.

HEALTH & SAFETY

1. All students agree to familiarise themselves with and to follow all health and safety procedures and requirements in order to safeguard themselves and others around them and to follow all instructions posted in the workrooms or given by the Course Tutors.
2. Students are required:
 - To wear suitable clothing and footwear.
 - To keep their work area clean and free from obstructions and debris.
 - Report any problems, unsafe working conditions, hazards or defects in plant or equipment, machinery or buildings to the Course Tutors or Wendy Shorter immediately. If necessary, put the equipment out of service until it has been brought back to a safe condition.
 - Use equipment, machinery etc., in a correct and safe manner. Never using equipment for which they have not been trained/received instruction.
 - Make full and proper use of personal protective equipment provided.
 - Comply with the instructions of Course Tutors concerning all aspects of health and safety.
 - Leave the building promptly in the event of a fire alarm, not stopping to collect their belongings.
 - Park safely, only in designated parking areas and not cause an obstruction.
3. Students should be aware that these courses require an element of lifting, carrying, bending and standing.
4. Students should be aware that we are on the first floor of the building and that furniture and materials will need to be carried upstairs. Students should not attempt to carry large or awkward pieces of furniture on their own and should seek assistance. Please advise us before the start of a course should you have a very large or awkward piece in order that special arrangements can be made.
5. Students who wish to leave or store their work in the workroom should seek permission, and do so at their own risk.
6. Students who bring in their own belongings, materials, tools and equipment, do so at their own risk and should make sure that they are fit for purpose and safeguarded appropriately from theft. Laptops, mobiles and other valuable belongings should not be left unattended.



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7. Students should inform us immediately of any allergies, disabilities or special educational needs that they may have.

GENERAL DATA PROTECTION REGULATIONS (GDPR) 2018

Wendy Shorter Interiors keeps your personal information supplied in this application securely and abides by the General Data Protection Regulations 2018. We do not pass on an individual's details unless required by law to do so or unless it is essential to run a course, such as dealing with fees or assessments. We may share information you provide with the Association of Master Upholsters and Soft Furnishers and any relevant government agency. Beyond this, however, Wendy Shorter Interiors will not sell, rent, trade or give away any student's personal information or email lists to third parties without first obtaining that user's consent.

Wendy Shorter Interiors may send you emails and newsletters to notify you about new services on offer, updates and features on the website.

When you contact Wendy Shorter Interiors you give permission under the terms of the General Data Protection Regulations 2018 for Wendy Shorter Interiors to hold and process information about you. Please notify us in writing if you believe that any of the personal information that we hold about you is incorrect or incomplete or if you wish us to remove it.

COMPLAINTS PROCEDURE

Should a student have concerns about the course they are on or the form of teaching they are receiving they should, in the first instance, discuss these concerns with the Course Tutor. The Course Tutor will then have 14 days to address these concerns. Should the Student remain dissatisfied with the way they have been dealt with they should then address their concerns direct to Wendy Shorter who will, within a further 14 days, discuss the Student's concerns with the appropriate Course Tutor in the hope of finding a suitable solution. Should a Student have any other concerns they should discuss these direct with Wendy Shorter. Should the Student still be dissatisfied with the results of their complaint, they may then refer the matter to the Association of Master Upholsters and Soft Furnishers (AMUSF).

Complaints can arise from a breakdown in communications. In the first instance the Student should ensure they have contacted Wendy Shorter and exhausted every possible course of action before referring the matter to the AMUSF.

For progress to be made in dealing with a complaint by the AMUSF, the Complainant must first lodge the complaint in writing, enclosing as much detailed information as possible, together with photographs and any additional documentation. The AMUSF does not accept instructions or complaints over the telephone. When the AMUSF are in possession of the relevant information they will contact Wendy Shorter Interiors, in writing, enclosing a copy of the original complaint. This is to encourage Wendy Shorter Interiors to submit an explanation in defence of the allegation. When all the relevant facts are before the AMUSF, they will endeavour to find common ground and a way forward.

LAW

These terms and conditions, and any contract concluded between a student and Wendy Shorter Interiors, and any dispute in contract or tort in connection with the services provided by Wendy Shorter Interiors shall be governed by English law.

DECLARATION *(To be completed by the applicant)*

I confirm that I have received adequate information about this programme and that it suits my needs. I confirm that I have read and understand the Terms and Conditions set out above and that I will pay the fees promptly and by the required dates. Should I continue onto a subsequent course in any one academic year, the above terms and conditions will continue to apply. I also give permission for Wendy Shorter Interiors to process information about me under the terms of the General Data Protection Regulations 2018.

.....
Signed

.....
Print Name

.....
Date

On behalf of Wendy Shorter Interiors Limited, I accept your application, authorise your enrolment and look forward to welcoming you on one of our courses.

.....
Signed

WENDY SHORTER
.....
Print Name

.....
Date

Please return this completed application form to the above address. If you are accepted a copy signed by Wendy Shorter Interiors will be sent to you.



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