

## **PAUL BRADFORD SUGARCRAFT SCHOOL**

### **OUR TERMS & CONDITIONS FOR ACCREDITED TUTOR COURSE APPLICATIONS**

By applying for a place on the PBSS Accredited Tutor Course, you agree to the terms and conditions stated below. Please ensure that you have read and understood the terms and conditions before applying.

#### **1. DEFINITIONS**

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**AT:** Accredited Tutor

**ATC:** the PBSS Accredited Tutor Course

**Course Fee:** £7500 + VAT Reduced to £5000 + VAT on initially offer rate

**Initial Fee:** 50% of the Course Fee

**Prospective AT:** means applicants who have been accepted onto the PBSS Accredited Tutor Course

**Self-Selection Questionnaire:** [as set out overleaf]

**Terms:** the terms and conditions set out in this document; and

**We/Our/Us:** Paul Bradford Sugarcraft School (SC273523) having its Registered Office at 5 Kings Court, Off High Street, Falkirk FK1 1PG

**You:** means the applicant for a place on the PBSS Accredited Tutor Course

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

#### **2. OUR CONTRACT WITH YOU**

2.1 These are the terms and conditions which relate to our PBSS Accredited Tutor Course.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Self-Selection Questionnaire and these Terms are complete and accurate, before you sign or tick the box and submit the Self-Selection Questionnaire.

2.3 When you sign or tick the box and submit the Self-Selection Questionnaire to Us, this does not mean We have accepted your application.

2.4 Your application shall be considered by Us and shall be subject to Our acceptance.

- 2.5 These Terms will become binding on you and Us when you submit to Us (i) your completed Self-Selection Questionnaire and (ii) payment of the Initial Fee (in accordance with clause 5) and have received confirmation by email at which point a contract will come into existence between you and Us.

### **3. CHANGES TO TERMS**

We may revise these Terms from time to time.

### **4. SELF-SELECTION QUESTIONNAIRE REVIEW**

- 4.1 We shall acknowledge safe receipt of the Self-Selection Questionnaire and payment of the Initial Fee by email to the email address contained in the Self-Selection Questionnaire.
- 4.2 You shall receive confirmation from us in writing of our acknowledgement email of receipt of Initial Fee and ATC details
- 4.3 The balance of the Licence Fee is payable no later than fourteen days prior to the date of the ATC.

### **5. FEES**

- 5.1 The Initial Fee is due and payable on submission of the Self-Selection Questionnaire. The Initial Fee is non-refundable.
- 5.2 If you submit the Self-Selection Questionnaire without the Initial Fee your Self-Selection Questionnaire will not be considered.

### **6. ATC – GENERAL INFORMATION**

- 6.1 Outline: The ATC is 5 days long.
- 6.2 When and where: Dates as advertised, Linlithgow
- 6.3 Course outcomes: Pass/Fail
- 6.4 Course content: Three days training followed by 2 days of assessment where the Prospective AT will be expected to demonstrate the required competencies
- 6.5 Instructional method: Pre course work, Classroom training and practical work
- 6.6 Course materials: shall be provided on arrival
- 6.7 Selection and examination: strict examination criteria shall be set to ensure that Prospective ATs have achieved the desired standards.

6.8 Successful applicants: shall be entitled to enrol as an AT and shall be required to enter in a Licence Agreement with PBSS.

6.9 Unsuccessful applicants: shall be offered the opportunity to re-test at a future date, unless deemed unsuitable by Us, in our sole discretion.

## **7. HOW WE MAY USE YOUR PERSONAL INFORMATION**

7.1 We will use the personal information you provide to Us to process your application.

7.2 We will not give your personal data to any third party.

## **8. OTHER IMPORTANT TERMS**

8.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

8.2 This contract is between You and Us. No other person shall have any rights to enforce any of its terms.

8.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

8.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

8.5 These Terms are governed by Scots law. You and We both agree to submit to the exclusive jurisdiction of the Scottish courts.