

# Terms and Conditions

Welcome to Worcestershire County Council's Course Booking Site. By using this website, you agree to comply with and be bound by the following terms and conditions. Please read these carefully before proceeding with any bookings.

## 1. General

1.1 These terms and conditions (Terms) govern the use of the course booking website located at [Learning Services Worcestershire Course Booking Site](#) and any of its content (Site). These Terms apply between Worcestershire County Council (we, us or our) and you, the person accessing or using the Site (you or your).

1.2 By accessing this Site, you agree to be bound by these Terms, which may be updated from time to time.

1.3 If you do not agree to these Terms, please do not use the Site.

1.4 These courses are intended for residents of Worcestershire. Bookings made by individuals who reside outside Worcestershire may be subject to cancellation at our discretion.

1.5 Learners (s) are those who have successfully completed the course booking process, meet the eligibility criteria for course participation, and registered to attend a course provided by Learning Services Worcestershire.

## 2. Course Bookings

2.1 All course bookings are subject to availability. You are responsible for ensuring the accuracy of the information provided during the booking process.

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2.3 We reserve the right to decline or cancel bookings where necessary.

2.4 Bookings are managed through our online platform, and you will receive confirmation upon successful completion of the booking process.

2.5 Once your booking has been processed, you will be required to provide additional personal information.

Learning Services Worcestershire collects this information to secure funding for courses. Funding agencies, such as the Education and Skills Funding Agency (ESFA), require verification of each learner's eligibility.

Eligibility is determined based on several factors, including but not limited to age, residency status, employment status, and prior qualifications. Collecting this information ensures that public funds are allocated appropriately and that only eligible learners receive funding support.

## 3. Payments and Fees

3.1 **Fee Structure:** Course fees are determined in accordance with the LSW 19+ Fees Policy. Fees vary based on course type, government funding eligibility, and concessionary criteria.

3.2 **Payment Terms:** Full payment (where applicable) must be received to confirm your booking. Payment terms for each course will be specified during the booking process.

3.3 **Non-Refundable Fees:** Fees are generally non-refundable unless otherwise specified in Section 7 (Refunds and Cancellations).

3.4 **Full Cost Courses:** Full cost courses, which are not government-funded, are charged at rates defined on a course-by-course basis, with no concessions available.

## 4. Eligibility and Financial Support

4.1 **Eligibility for Funding:** Funding is available for most learners aged 19 or over, provided they meet ESFA guidelines. Specific eligibility criteria apply to each course.

4.2 **Concessionary Rates:** Concessions are available for eligible learners, including those who are unemployed, earn below £25,000 annually, or are of state pensionable age and meet specified criteria. Evidence of eligibility must be provided.

4.3 **Discretionary Financial Support:** Limited financial support is available for learners experiencing hardship through the Discretionary Learner Support Fund (DLSF) and bursaries. Eligibility and application requirements are outlined in the LSW 19+ Fees Policy and the Financial Support and Bursary Policy.

4.4 **Legal Entitlement:** Some courses, such as GCSE Maths and English or Essential Digital Skills for eligible learners, are provided free of charge under legal entitlement.

4.5 **Residency Criteria and Full Cost Courses:** Learners who do not meet the residency criteria set by the ESA will not be eligible for co-funded course fees. Non-eligible learners will be required to pay the full cost of the course, which may significantly exceed the advertised co-funded fees. The course fees displayed on the booking site represent rates for learners who meet all ESFA eligibility criteria. Full-cost course rates will be

determined and communicated individually to non-eligible learners following a comprehensive review of their application. Full cost course rates do not qualify for any concession or are not eligible for financial support. We reserve the right to adjust full-cost rates at our discretion and we are not bound by the advertised co-funded pricing for ineligible learners.

## **5. Cancellations and Refunds**

**5.1 Course Cancellations:** Courses may be cancelled up to two weeks prior to the start date if minimum learner numbers are not met. In such cases, a full refund will be provided.

**5.2 Cooling-Off Period:** Learners may cancel up to two (2) weeks before the course starts. Refunds during this period are at our discretion. Once a course has started, refunds are not normally offered.

**5.3 Proportional Refunds:** If a course is terminated partway by Learning Services Worcestershire due to unforeseen circumstances, a proportional refund will be issued for any remaining sessions.

**5.4 No Partial Booking:** Partial bookings are not permitted. Learners commit to the full course duration upon booking.

## **6. Use of the Site**

6.1 The Site is provided on an "as-is" basis, and we make no warranties as to its accuracy, completeness, or reliability.

6.2 Unauthorised use of the Site may give rise to a claim for damages and/or be a criminal offence.

6.3 The Site may experience occasional downtime due to maintenance or updates. We will strive to minimise any disruptions.

## **7. Termination**

7.1 We may terminate or suspend your access to the Site immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

7.2 Upon termination, your right to use the Site will immediately cease.

## **8. Data Protection and Privacy**

8.1 Personal data collected during the booking process will be processed in accordance with Worcestershire County Council's [Privacy Notice](#)

8.2 This data may be shared with relevant funding and regulatory bodies to ensure compliance with funding requirements and eligibility criteria.

8.3 Additional personal information collected post-booking for enrolment will be used as specified by the ESFA ILR requirements. This information is collected to meet the ILR funding requirements and is used in line with the details provided in the [ILR Privacy Notice](#), which includes purposes beyond funding eligibility verification. Personal data collected during the enrolment process will be processed in accordance with the Learning Services [Privacy Notice](#)

## **9. Liability**

9.1 We are not liable to you for any indirect, incidental, or consequential losses arising from the use of the Site or participation in courses.

9.2 Our liability for direct losses is limited to the amount paid for the course in question.

## **10. Intellectual Property**

10.1 All content on this Site, including but not limited to text, images, video, audio or other multimedia contents, software or other information or material submitted to or accessible from the Site are the property of us and protected by copyright laws.

10.2 Unauthorised use of any content may result in legal action.

## **11. Severability**

11.1 If any provision of these Terms is found to be unenforceable or invalid, such provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

## **12. No third party rights**

12.1 No one other than us or you has any right to enforce any of these Terms.

### **13. Governing Law**

10.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

10.2 Any disputes arising from these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **14. Contact Us and Complaints**

14.1 If you have any questions about these Terms or are unhappy with us, please contact us at 01905 728537 or [adultlearning@worcestershire.gov.uk](mailto:adultlearning@worcestershire.gov.uk)

14.2 Our Complaint Handling Policy is available [here](#).

For more details, refer to the full **LSW 19+ Fees Policy** and **Financial Support and Bursary Policy**, the most up-to-date versions of which can be found at [LSW Policies](#).