



**Wessex Academy for Field Archaeology Ltd
Terms and Conditions of Trade**

- 1**
- A** **Definitions**
- A** **The Company:**
Wessex Academy for Field Archaeology Ltd. Trading as WAFA. A company limited by guarantee. Registered in England and Wales. Registration No. 8920310.
- B** **Registered Office:**
41-47 Newstead Road, Bournemouth, BH6 3HL.
- C** **Correspondence Address:**
Is an address which is advised and is dependent upon the subject matter of the correspondence. Where there is uncertainty correspondence should be addressed to the Registered Office.
- D** **Course Address:**
Mick's Barn, Ash Farm, Stourpaine, Dorset. DT11 8PW, unless otherwise advised.
- E** **The Client:**
Means any person, or persons, company, organisation or other body to whom the company provides goods and services.
- F** **Courses:**
Educational courses with an emphasis on archaeology and history as supplied by the company.
- G** **Fees:**
Monies paid by clients to the company for courses/services provided.
- H** **Suppliers**
Any individual, company or organisation that supplies goods or services to the company which have been ordered by the company and confirmed in writing.
- I** **'In Writing'**
May mean by conventional letter, by facsimile or electronic mail.
- 2**
- A** **Payments**
- A** **Clients**
- i Clients are required to pay, in full, fees at time of booking courses. Fees may be paid by cheque or by bank transfer.
- ii Where the company agrees to invoice the client (ie corporations) payment is required within 7 days of receipt of the company's invoice. The invoice will be deemed to have been received by the Client 1 working day after the date on which the invoice is raised. Invoices are usually rendered by electronic mail.
- iii The Company reserves the right to charge interest at 8% over the Bank of England base rate on late payment of its invoices in line with The Late Payment of Commercial Debts (Interest) Act 1998 regardless of the size of the Client.
- iv Course bookings will not be confirmed until full payment has been received.
- v The company is not registered for VAT.
- B** **The Company**
- i The company will endeavour to settle none disputed accounts within 14 days usually by cheque or bank transfer.
- 3**
- A** **Cancellation**
- A** **Clients**
- i Cancellations must be put in writing to the company at its trading address.
- ii When the client makes an application for repayment, the company will re-imburse fees, totally at its discretion, always providing that:
a The company is able to resell the course place.
b The company has not incurred other expenses which can be directly attributable to the client.
- B** **The Company**
- i Where the company cancels, a full refund will be paid within 14 days.
- ii The company will not re-imburse clients for any other expenses incurred and it is recommended that clients take out suitable insurance to cover such costs (ie, accommodation).

- 4 Curtailment**
There may be occasions when courses are curtailed (ie, due to inclement weather). Dependent upon circumstances, and at the total discretion of the company, the course or an element of the course may be re-arranged or a partial refund made.
- 5 Best Endeavours**
Whilst the company will make every endeavour to meet agreed project outcomes, as detailed in the course information, the company cannot take responsibility for any event which is outside its control and/or could not be easily foreseen, which would effect the anticipated outcome.
- 6 Confidentiality**
- i The company requires that its clients and suppliers and their agents and employees are to respect the confidentiality and privacy of the company and of its clients and suppliers at all times.
 - ii The company undertakes to respect the confidentiality and privacy of its clients and suppliers.
 - iii The company does have a detailed Confidentiality Agreement that it may use in specific circumstances and will be the subject of a separate agreement.
- 7 Complaint Procedure**
Any complaint, if made by telephone, must be followed up in writing within 72 hours. A copy of the company's complaint procedure may be obtained from the registered office address.
- 8 Statutory Rights**
These Terms and Conditions do not prejudice or nullify the statutory rights of the client or the supplier in any consumer transaction as to the quality and fitness to any particular purpose of any goods, materials or services supplied and shall be of no effect in such a transaction if inconsistent with these Terms.
- 9 Changes to these Terms and Conditions**
The company reserves the right to change these terms and conditions. Changes will not be made retrospectively.
- 10 Governing Law**
These Terms and Conditions shall be exclusively governed and construed in accordance with the laws of England and Wales and each of the parties hereto submit to the exclusive jurisdiction of the English Courts.