

Terms and Conditions

B.E.S.T. in Horticulture Group of Companies

The B.E.S.T in Horticulture Group of Companies consists of:



B.E.S.T. in Horticulture Ltd.
Bespoke Education & Specialist Training
A "One Stop Shop" for all your Horticultural Education and Training Needs

And



The Academy of Practical Horticulture Ltd
'Delivering practical skills to gardeners and professional horticulturists'

Registered Office for both companies:

**5 The Chambers
Vineyard
Abingdon-on-Thames
Oxfordshire
OX14 3PX
United Kingdom**

Accounts for both companies:

**18 St James Close
Harvington
Evesham
Worcestershire
WR11 8PZ**

Telephone on **07812 908426**

enquiries@bestinhorticulture.co.uk

or telephone on **07498 918588**

enquiries@academyofpracticalhorticulture.co.uk

or telephone on **07498 918588**

1. These Terms and Conditions (this 'Agreement' or these 'Terms') set out the agreement between you and us under which we will provide services to you. You should read this document carefully, as by clicking your acceptance of these Terms and submitting a purchase (online customers) or by placing an order either verbally or in writing, you are accepting the terms in their entirety. If you do not agree with anything contained in this agreement, we regret that we will not provide services to you.

2. We may, from time to time, change some or all of the terms of this Agreement. The terms which will apply to you are those which appear on our website at www.bestinhorticulture.co.uk (the 'Site') on the date on which you order services from us (your 'order') and you should print out and retain a copy of those terms at the time at which you send us your order.

3. Within these Terms & Conditions, references to B.E.S.T in Horticulture Limited™, The Academy of Practical Horticulture Limited™ and to 'we' 'our' and 'us', means B.E.S.T. in Horticulture Limited, The Academy of Practical Horticulture Limited or anyone authorised to act on behalf of B.E.S.T. in Horticulture Limited. We can be contacted by email at enquiries@bestinhorticulture.co.uk or enquiries@academyofpracticalhorticulture.co.uk

4. References to 'the customer' and to 'you' and 'your(s)' mean any individual or company agreeing to purchase services from B.E.S.T. in Horticulture Limited, The Academy of Practical Horticulture Limited or anyone acting for or on behalf of any such purchaser. For the purpose of this Agreement, 'services' means the provision of any of the following: **Professional Opinion (Consultancy)**, **Educational Materials**, **Distance Learning** materials and advice (on line), **Blended Learning** (a combination of distance learning material and advice (on line) and face to face teaching/instruction), **Face to Face Learning** (face to face teaching/instruction in groups or one-one) services to you by us in accordance with the order placed by you (your 'order') via the site, verbally to a representative of B.E.S.T. in Horticulture Limited, The Academy of Practical Horticulture Limited, or in writing as a written order.

5. You should also note that use of the site is subject to our terms & conditions of use – you should print out and retain a copy, as by using the site, you will also be bound by these and any other terms contained on the site and those operated by third party suppliers e.g. PayPal.

The Order Process

6. Full details of the order process for the services that we provide (with the exception of Professional Opinion (Consultancy)) are provided on the site. Further information can be obtained from enquiries@bestinhorticulture.co.uk or enquiries@academyofpracticalhorticulture.co.uk

7. When you place your order and pay for services on the site (through PayPal), you have an opportunity to check the details and correct any errors in the information you have entered. As soon as you 'submit' your order by clicking on the appropriate button, the contract between you and us will be concluded.

8. We will treat your order as an offer to buy and you will be sent an email to confirm receipt; this does not mean that your offer has been accepted.

9. As soon as possible after you have submitted your order we will contact you (normally within **three working days**) and provide you with access to on line materials or further details of the course of study you have purchased. If you are not contacted within three working days please contact us at enquiries@bestinhorticulture.co.uk or enquiries@academyofpracticalhorticulture.co.uk stating the details of your purchase and contact details so that we can enrol you whilst we sort out any administrative errors which may have occurred. For all other types of services i.e. **Professional Opinion (Consultancy) and Educational Materials** we will confirm the nature of the services which you have ordered, as well as the cost of those Services ('the Price' see rates below).

Day rates and expenses are calculated as follows:

Professional Opinion (Consultancy) per single day £ 450 per day (nominally eight hours) plus expenses (see below)

Professional Opinion (Consultancy) for a period of five days or more, at the concessionary rate of £ 350 per day (nominally eight hours) plus expenses (see below)

Educational materials: Development costs charged at £ 43.75 per hour or at a fixed price quotation per “job”.

Expenses:

Travel second class rail fare and taxis at cost (receipts will be provided).

Travel by car charged at £ 0.45 per mile (subject to change by HM Revenue and Customs).

For the above services we will confirm the nature of the services which you have ordered, as well as the cost of those services (‘the Price’ excluding V.A.T. at the prevailing rate if applicable). We will provide you with an invoice if your offer is accepted, we will begin providing the services and you must pay the price in accordance with these terms on completion of the services provided. However, we will be able to refuse your offer if we feel it necessary and, in such a case, we will send you an email to confirm this as soon as possible. In the event that you do not receive any correspondence at all from us within 5 days of submission of your order, please contact us at enquiries@bestinhorticulture.co.uk or enquiries@academyofpracticalhorticulture.co.uk

10. With our invoice we will also send to you (depending on the service(s) you have asked for) a detailed description of the services you have ordered. You are required to check the description and notify us of any discrepancies within 5 working days. If you fail to notify us of any discrepancies and work is carried out after 5 days which later is deemed to be incorrect you will be liable for all costs incurred in full.

11. You have the right to cancel the services within 5 working days of receiving the communication detailed at 10 above, provided that you have not asked us to commence work on the “job”. After 5 working days, there is no further right to cancel the services and the price shown in our invoice is payable in full for all work completed. If you wish to exercise your right to cancel under this section, you should email us at enquiries@bestinhorticulture.co.uk or enquiries@academyofpracticalhorticulture.co.uk within 5 working days of submission of your order.

Prices

12. The current prices are stated above and others are clearly displayed on the site. These may be subject to change without notice, but you will not be asked to pay for any price increases retrospectively. The price you pay is the price stated or the price you have been quoted in writing (which remains in force for thirty days from the date stated on the document.

Prices are inclusive of all local sales taxes (where applicable) and other charges e.g. PayPal. If applicable VAT is charged on some of our services and may not be included in the prices displayed on the site. The rate of VAT and the amount charged is confirmed to you in our invoice (for online customers upon request only).

Payment

13. For **Online Purchases** the price is payable in full at the price stated at the time of purchase. For **Face to Face teaching and or instruction** the price is payable in full (unless special dispensation has been agreed by an authorised representative of B.E.S.T. in Horticulture Limited or The academy of Practical Horticulture Limited) prior to or at the commencement of the "course or instruction". For **Professional Opinion (Consultancy) and specially commissioned Educational Materials** the price is payable by you within 14 days of receipt of our Invoice unless other terms have been agreed in writing i.e. on completion of the "job".

14. All payments must be made in UK Pounds Sterling for online customers, electronically via PayPal for others; by cheque, postal order made payable to B.E.S.T. in Horticulture Limited at Accounts: 18 St James Road, Harvington, Evesham, Worcestershire WR11 8PZ or by bank account transfer. For our bank details, please contact us at enquiries@bestinhorticulture.co.uk. or enquiries@academyofpracticalhorticulture.co.uk

15. If You fail to make any payment within the time constraints as detailed in 13. above we will be entitled to suspend provision of any and all further services until payment is made in full. If it is deemed there is a purposeful failure to pay, this may result in legal proceedings being brought against you and/or your organisation as appropriate.

Your obligations

16. Your use of the services we provide does not entitle you to any rights in relation to any of our intellectual property rights and in particular, to use the trading style of B.E.S.T in Horticulture Limited™ and The Academy of Practical Horticulture Limited™ in any way whatsoever without our prior written consent. The only exceptions to this condition are: where you as our customer have commissioned us to produce educational materials, or provide services, and/or where a written agreement exists between us for the intellectual property to remain with you the customer.

17. You must not post to the site any material, or transmit such material to or from the site which:

- contains any virus or other harmful component,
- is unlawful, threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, libellous, , or which infringes any intellectual property right;
- which may cause annoyance or inconvenience;
- for which you have not obtained all necessary licences and/or approvals;
- which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

18. You may not misuse the site. 'Misuse' includes (without limitation) by hacking, or by the use of any robot, spider, other automated device, or manual process to monitor or copy the site or any part of it without our prior written consent.

19. You agree to indemnify and hold us harmless from all claims, costs and reasonable expenses (including legal expenses) that arise a result of any breach or alleged breach of any of your obligations under this Agreement.

Our obligations

20. We undertake to ensure that you are provided with what you have purchased/ordered in a timely manner and we will use all reasonable endeavours to ensure that site uptime is maintained, though we will not be liable if for any reason this site is unavailable at any time or for any period.

21. Access to the site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

22. We may at any time without notification make changes to the services we provide in order to comply with applicable regulatory or statutory requirements or Codes of Practice.

Force Majeure

23. Whilst we will use our reasonable endeavours to complete our obligations under this agreement, we will not be liable to you or be deemed to be in breach of this agreement if we need to cancel this agreement due to our inability to secure labour, materials or supplies or as a result of any act of God, war, strike or other labour dispute, fire, flood, drought, legislation, criminal damage, equipment or technical failures, limitations placed upon us by regulators and/or awarding organisations, the including the unavailability of third party telecommunications, services, lines or other equipment, or other causes beyond our control.

Please note: Should we have to apply a force majeure termination we will endeavour, at our sole discretion make an appropriate repayment.

Third-party sites & links

24. Links to third party websites on this site are provided solely for your convenience. If you use these links you leave this Site. We have not reviewed all of these third party websites, do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this site, you do so entirely at your own risk.

25. If you would like to link to the site, you may only do so on the basis that you link to, but do not replicate, the home page of this site, and subject to the following conditions:

- you do not remove, distort or otherwise alter the size or appearance of the B.E.S.T. in Horticulture Limited™ or The Academy of Practical Horticulture Limited logos;
- you do not create a frame or any other browser or border environment around this site;
- you do not in any way imply that we are endorsing any products or services other than our own;
- you do not misrepresent your relationship with us nor present any other false information about us;
- you do not otherwise use any B.E.S.T. in Horticulture Limited™ or Academy of Practical Horticulture Limited™ trade mark displayed on this site without express written permission from us;

- you do not link from a website that is not owned by you; and
- your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

26. We expressly reserve the right to revoke the right granted in paragraph number 25 for breach of these Terms and to take any action we deem appropriate.

27. You will fully indemnify us for any loss or damage suffered by us for breach of paragraph number 25.

Term & Termination

28. This Agreement starts when we accept your order and will continue unless and until either:

- the duration of your “course” expires
- you fail to meet your obligations as detailed in this agreement
- you breach the conditions outlined in 17 or 24 above; or
- we terminate the Agreement under section 29 below.

29. We may, may, at our discretion, cancel your access to the database areas of the site (Moodle) immediately and without giving you any advance notice if we consider that your use of the service is abusive or causes or is likely to cause the whole or part of the site or services to be interrupted, damaged, rendered less efficient or in any way impaired. If we wish to bring the agreement to an end, we will do so by emailing you at the address you gave when placing your order, stating that the agreement has terminated. The agreement will terminate on dispatch of our email and any username and password with which you have been issued will become invalid immediately.

Limitation of Liability

30. Other than set out in this agreement, we make no representations, (and expressly disclaim all) warranties, conditions and other terms express or implied by statute, collaterally or otherwise, with respect to the services we offer or the site or its contents.

31. To the fullest extent permissible by law, we will not be liable for any additional damages arising out of or in connection with the provision of services or use of the site, our statutory liability extends to the stated price of the service or materials at the time of contract between you and us. **Amendment of Terms**

32. We may, at any time, revise these terms by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current terms by which you will be bound, because it is binding on you. Certain provisions of these terms may be superseded by expressly designated legal notices or terms located on particular pages on our site.

Jurisdiction

33. This Agreement will be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

If you have any questions in regard to the terms and conditions, please contact us at :

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