



BOOKING CONDITIONS FOR DISTANCE LEARNING COURSES

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Your contract is with Ptyxis Ecology incorporating the following standard terms and conditions. These terms and conditions supersede and replace all other Distance Learning terms and conditions issued by us.

1. Booking

- 1.1 Please book by emailing us enquiries@ptyxis.com to confirm:
 - i) Your name and the name(s) of anyone else you are booking a place for;
 - ii) That you have read and agree to these booking conditions;
 - iii) Which course(s) you want to book on;
 - iv) What method of payment you will use.
- 1.2 Payments by direct **electronic transfer** or **BACS** should be sent to:
Account name – John O'Reilly, Sort code 40-47-61, Account number 25719488.
- 1.3 A booking is only confirmed **after** payment is received by us in full. Ptyxis Ecology reserves the right to refuse any booking without stating a reason.

2. Provisional Bookings

- 2.1 We do not hold places or take provisional booking. Places are allocated strictly on a first come, first served basis after payment has been received. However, we advise that you check that places are available before booking by contacting us on enquiries@ptyxis.com or 01434 321199. All distance learning course are limited to 8 places.

3. Course start dates

- 3.1 The grass ID, sedge ID and NVC distance learning courses start on 1st May 2023 and the bryophyte, *Sphagnum* and ecological monitoring courses start on 1st October 2023. The general plant ID support package can start at any date by agreement with us, but we recommend that you start on 1st May if you will be concentrating on vascular plants, or 1st October if you will be concentrating on bryophytes. Each course runs for 6 months from the start date.
- 3.2 All of the Course Materials, comprising all units, will be sent to you in pdf format by email on or within 3 working days of your start date. If we are unable to send the Course Materials on your start date, we will notify you by email and send the Course Materials as soon as practicable.

4. Extending the course beyond the 6 month period

- 4.1 **NB** Under **no** other circumstances will the course be extended beyond 6 months. This is because we will have allocated time to support your learning during the 6 months and therefore declined to take on another distance learner. We also have other ongoing full-time work and teaching commitments.
- 4.2 If you wish to continue beyond 6 months from the start date, you will have to purchase another course at the full fee.

5. Cancellation

- 5.1 You may cancel your booking for any reason, as long as you have not yet been sent any Course Materials by us. However, cancellation terms apply because the number of course places each year are limited. These cancellation conditions are accepted by you on booking.
- 5.2 Please cancel your place by informing us in writing (by email is adequate). Cancellation is effective from the date your letter or email is received by us.
- i) For cancellations more than 10 working days before your course start date, a refund of 80% of the full fee will be made.
 - ii) If cancellation is 10 working days or less before your course start date, a refund of 50% of the full fee will be made.
 - iii) If cancellation is on or after your course start date, or you have received the Course Materials in whole or in part, the course fee is payable in full.
- 5.3 A booking may be changed at any time to allow a different participant to follow a course, on condition that we are given prior notice of this change (email or a telephone call is adequate) before your course start date.
- 5.4 Ptyxis Ecology reserves the right to cancel a course for exceptional reasons. If a course is cancelled by Ptyxis Ecology, any payments made by you to us will be refunded in full as soon as possible.

6. Copyright

- 6.1 All rights including copyright and related rights in the distance learning Course Materials and their contents, including (but not limited to) the unit pdf documents and contents of email advice provided as part of the course both in electronic format and any printed hard copies (referred to as 'the Course Materials' in this document) are owned by or licensed to Ptyxis Ecology or otherwise used by Ptyxis Ecology as permitted by applicable law.
- 6.2 In using the Course Materials, you agree that your use will be solely for the purposes of following a course of private individual study and not make use of any Course Materials in whole or in part for any other purpose, including for avoidance of doubt, designing or delivering any training or teaching whatsoever by yourself or any third party, whether on a formal, informal, commercial or

voluntary basis. You may store electronically and print one copy of the Course Materials for your own study use.

- 6.3 Except as permitted above, you undertake to not print, photocopy, reproduce, store (including electronically or on a website) distribute, transmit, or display in public or share with any third party the Course Materials or any part thereof. This includes sharing the Course Materials with your employer, colleagues or friends. If you wish to share the Course Materials to suggest that others follow the course, please contact us first for written authorisation to do so.

7. Communications with you

- 7.1 The majority of the course support will be provided by email and post. In certain specific circumstances where explanation is best done verbally, such as talking you through using a key, telephone support may be used.
- 7.2 We undertake to reply to your emails and return your specimens within 7 days where practicable. We will aim to inform you of any periods when we are away for more than a week at a time.
- 7.3 Support provided by email is limited only in terms of what is reasonably practicable for one person to respond to within reasonable time frames. Ptyxis Ecology reserves the right to either:
- i) give you polite warning notice that the number and frequency of your emails is inappropriate to the course and agree with you a limited number for the rest of the course; or
 - ii) if such agreement cannot be reached within a reasonable time period, terminate the contract with you without further notice, if in its reasonable judgment your frequency of emails or other demands on our time become out of proportion to a short course based on up to 20 hours study time. In the event of termination under this clause, no refund will be made of the course fee.

8. Postage issues

- 8.1 On all of the plant identification courses, you will post packages of plant specimens to us and we will return the packages to you by post once we have checked the specimens. Please always include a stamped, addressed envelope for the return package. Please ensure that you put the correct amount of postage on both packages.
- 8.2 Each year a number of packages of specimens sent to us on these courses are not delivered and returned to the sorting office due to insufficient postage. The most common mistakes are that packages that should be sent as 'small parcels' are sent with stamps to cover a 'large letter', or packages that should be sent as 'large letters' are sent with stamps to cover 'small letters'.
- 8.3 Remember that the contents of packages move around in transit, which often makes the package wider than when it was when originally sent. If you are in any

doubt over how much postage to put on the package, it is best to go to a Post Office and ask them to check it.

- 8.4 When a package is returned to the sorting office due to insufficient postage, this creates extra admin for us, as well as there being an excess charge to pay. It may also mean that fresh material reaches us in poor condition due to the delay.
- 8.5 If you send a package with insufficient postage, we will ask you to pay us a £10 admin fee on top of the charges we have to pay the Post Office to get the package posted to us.
- 8.6 We will not put any extra postage on the return package, so you will have to sort out the insufficient postage with the Post Office yourself if the return package is not delivered to you.

9. Using the plant identification support within the grasses, sedges, bryophyte or *Sphagnum* courses.

- 9.1 This support is in addition to the identification of specimens provided as part of the course units and assignments. It is provided on the following conditions:
 - i) that the support is for up to 20 specimens, which may be submitted at any time during the 6 month duration of the course; and
 - ii) that you provide the following with each separate set of specimens sent for identification:
 - a) A stamped envelope with your own address (SAE). Specimens without an SAE cannot be returned to you.
 - b) Details of the biological record: the 'who', 'what', 'where' & 'when', subject to Clause 11 below.
 - c) Some details of how you have attempted identification and where you got stuck. We may decline to identify or provide feedback on specimens without this information.
- 9.2 Your Course Materials include details of how to collect, preserve and send plant material and how to make biological records.
- 9.3 Plant specimens may be collected during commercial survey work, during your studies or research projects, or during your free time. However, this support is not a way of getting free quick commercial identifications. This is why we expect you to provide evidence that you have attempted to make an identification yourself as that proves you are using the identification for your learning process.
- 9.4 Ptyxis Ecology reserves the right to decline to provide this support if it reasonably suspects that the support is being misused. We would be pleased to provide commercial identifications for your consultancy by separate negotiation if required.
- 9.5 We will use our best endeavours to provide an identification for every plant specimen, but subject at all times to the fact that in a few cases an identification may be impossible due to the nature of the plant specimen, where hybridisation

is involved, or where a plant specimen is of a critical taxon i.e. a taxon that is only normally identifiable by a national expert in that plant group.

10. Plant records & confidentiality

10.1 Ptyxis Ecology acknowledges that records of plant species made by you are your property subject to the following qualifications:

- i) we will assume that all plant records you share with us are NOT commercially confidential unless you notify us in writing that they are confidential; and
- ii) in order to provide identifications of difficult plant groups we may need to send details of a plant record to a third party such as a referee. The volunteer referee will require the record in return for checking the plant identification. We will notify you if this is the case and you may elect to decline having the record shared in this way, in which case we may be unable to verify the plant's identity.

11. Using the NVC data analysis support

11.1 This support is in addition to the support with identification of NVC quadrat data provided as part of the course units and assignments. It is provided on the following conditions:

- i) that the support is for up to 5 sets of quadrat data, where a 'set' is defined as comprising a number of quadrats from a single vegetation type at a single site;
- ii) that data sets may be submitted at any time during the 6 month duration of the course; and
- iii) that you provide some details of how you had a go at identifying the NVC community and where you got stuck.

11.2 Quadrat data may be collected during commercial survey work, during your studies or research projects, or during your free time. However, this support is not a way of getting free quick commercial NVC community identifications. This is why we expect you to provide evidence that you have attempted to make an identification yourself, as that proves you are using the identification for your learning process.

11.3 Ptyxis Ecology reserves the right to decline to provide this support if it reasonably suspects that the support is being misused. We would be pleased to provide commercial identifications for your consultancy by separate negotiation if required.

12. Amendments

12.1 Ptyxis Ecology reserves the right to include different course contents to those advertised, although will take all reasonable endeavours to only do so in exceptional circumstances, and then to provide reasonably comparable quality of materials and content.

- 12.2 All fees are correct at the date of printing, but we reserve the right to vary fees should circumstances beyond our control make this necessary. Any such fee changes will not take place within 10 working days of the start date for your course.

13. Liability

- 13.1 Any liability on the part of Ptyxis Ecology is restricted to the value of your contract with us, or the loss, whichever is the smaller. In particular, no liability is accepted for any loss of, or damage to, your property including but not limited to personal computers, laptops, net books, smart phones and any type of mobile device. Ptyxis Ecology will not accept liability for any aspect of a course provided by a third party supplier, including internet and email providers, or any loss, damage or expense which is due wholly or in part to any cause beyond the control of Ptyxis Ecology. For the avoidance of doubt, you undertake to conduct any field work while following this course entirely at your own risk and you are responsible for obtaining any necessary legal permissions to access sites and collect plant specimens.
- 13.2 Without prejudice to other more restrictive limitations, and except in respect of death or personal injury caused by the negligence of Ptyxis Ecology (and/or its agents or subcontractors), Ptyxis Ecology, and/or its agents or subcontractors, shall not be liable for any indirect, special or consequential loss or damage, costs, expenses or other compensation claims whatsoever (whether caused by the negligence of Ptyxis Ecology (and/or its agents or subcontractors) or otherwise) which arise out of booking on, or completing in whole or part, any of our courses.

14. Insurance

- 14.1 Ptyxis Ecology maintains Professional Indemnity insurance cover to £250,000 and Public Liability insurance cover to £5 million (any one event) including for the provision of indoor and outdoor environmental training.

PTYXIS ECOLOGY

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