

THE UNDERGROUND COOKERY SCHOOL TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of certain Services (as defined below)

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Booking Confirmation”	means Our written acceptance and confirmation of the Booking Form;
“Booking Form”	means Your completed booking form for an Event;
“Contract”	means the contract for the provision of Services, as further detailed in Clause 2;
“Deposit”	Means thirty percent (30%) of the Fee payable in advance of the provision of the Services in accordance with clause 4 below;
“Event”	means the event for which You require the Services as described in the Booking Confirmation;
“Fee”	means the price payable for the Services as set out in the Booking Confirmation;
“Month”	means a calendar month;
“Services”	means the cookery experience services as detailed in the Booking Confirmation;
“We/Us/Our”	means Underground Cookery Barbican Limited trading as The Underground Cookery School, a Company registered in England under number 6412152 , whose registered and trading address is 201/203 City Road, The Basement London EC1V 1JN;
“Website”	means our website located at www.undergroundcookeryschool.com ;
“You/Your/Client”	means the client as detailed in the Booking Confirmation.

- 1.2. Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications sent by e-mail.

2. THE CONTRACT

- 2.1. These Terms and Conditions together with the Booking Confirmation form the Contract between Us and You. Before submitting Your Booking Form, please ensure

that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.

- 2.2. Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Booking Form constitutes a contractual offer that We may, at Our discretion, accept.
- 2.3. A legally binding contract between Us and You will be created when we issue Our Booking Confirmation.
- 2.4. In the event of any conflict between the terms of the Booking Confirmation and these terms and conditions the terms of the Booking Confirmation will prevail.

3. BOOKING

- 3.1. In order to make a booking for an Event, You will need to complete and submit a Booking Form through Our Website.
- 3.2. All bookings are subject to the minimum number of participants for the Event as stated on Our Website from time to time.
- 3.3. Bookings are not confirmed (and no contract is formed) until and unless We send a Booking Confirmation to You.
- 3.4. Please note that the date of Your booking is not transferrable.

4. PRICE AND PAYMENT

- 4.1. In consideration of the Fee we agree to provide the Services detailed in the Booking Confirmation.
- 4.2. Subject to the provisions of clause 4.4 below, a Deposit for the Services is payable within 3 (three) days of the date of the Booking Confirmation, unless otherwise stated in the Booking Confirmation.
- 4.3. You will pay the balance of the Fee no later than 30 (thirty) days prior to the date of the Event.
- 4.4. If You submit a Booking Form less than 30 (thirty) days prior to the date of the Event, You agree to pay the Fee in full subject not later than 3 (three) days ' following the date of the Booking Confirmation , unless otherwise stated in the Booking Confirmation.
- 4.5. If you pay any part of the Fee (including the Deposit) by payment link, booking fee equal to a 1.4% (one point four percent) for the Fee will be added to the Fee and this booking fee will be payable at the time you make the payment via a payment link.
- 4.6. Payment of the Fee may be made by any of the following methods:
 - 4.6.1. BACS transfer
 - 4.6.2. By debit or credit card via payment link

- 4.7. If we do not receive payment by the payment dates stated at clauses 4.2 and 4.3 above we reserve the right to terminate this Contract and reallocate the Event Date stated in the Booking Confirmation in accordance with the provisions of clause 10 below.
- 4.8. Without prejudice to any other rights or remedies for late or non-payment of the Fees, we reserve the right to charge interest on any outstanding or late payment from the due date at the annual rate of 4% (four percent) above the base lending rate of Barclays Bank from time to time on a daily basis until payment is made, whether before or after any judgment.

5. CHANGES

- 5.1. Any changes to the number of participants for an Event required following receipt of a Booking Confirmation must be requested by email using the address set out at clause 12 below. No changes to the number of participants shall be agreed until an updated Booking Confirmation is issued by Us showing the revised number of participants and updated Fees.
- 5.2. In the event that a reduction in the number of participants is agreed by Us in accordance with clause 5.1 above, then (where applicable) we will provide a pro-rated refund of the Fee in accordance with our refund policy at clause 6.3 below. If you do not provide the notice set out at clause 6.3 below then You will not be entitled to any pro-rated refund of the Fees.

6. REFUNDS AND CANCELLATIONS

- 6.1. You may cancel a booking in writing by emailing Us (at the email address at clause 12).
- 6.2. Provided always that we have not commenced the provision of the Services, any Deposit or Fee paid shall be refundable in full where You cancel the booking within 14 (fourteen) days of the date of the Booking Confirmation. Deposits are non-refundable if You cancel a booking more than 14 (fourteen) days after the date of the Booking Confirmation.
- 6.3. Subject to the provision of clause 6.2 above, the following sub-clause sets out the refund You will receive relative to the notice provided by You:

Amount of notice	Refund (as a percentage of the Fee paid)
More than 28 days from the Event	100%
Not less than 28 days from the Event	50%
Not less than 7 days from the Event	25%
Less than 7 days from the Event	0% (no refund of Charges)

6.4.

7. PROVIDING THE SERVICES

- 7.1. We will provide the Services with reasonable skill and care, consistent with best practices and standards,
- 7.2. We will provide the Services as specified in the Booking Confirmation.
- 7.3. We reserve the right to amend the Services after the date of the Booking Confirmation if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Event.
- 7.4. We will make every reasonable effort to provide the Services on time (and in accordance with the Booking Confirmation). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 11 for events outside of Our control.

8. YOUR OBLIGATIONS

- 8.1. It is Your responsibility to ensure that:
 - 8.1.1. the terms of Your Booking Form are complete and accurate;
 - 8.1.2. You co-operate with us in all matters relating to the Services;
 - 8.1.3. All participants shall:
 - 8.1.3.1. conduct themselves in a courteous and polite manner at all times;
 - 8.1.3.2. listen to and follow the instructions given by our staff or contractors;
 - 8.1.3.3. have notified us in writing in advance of the Event of any allergies or medical conditions which may affect a participant and in particular their ability to participate in the Event; and
 - 8.1.3.4. read and sign our standard form disclaimer before participating. Please note that any person who has not signed our disclaimer will not be permitted to participate and we shall have no liability to You in the event that such person(s) are refused participation in the event as a result.
- 8.2. If Our ability to perform the Services is prevented or delayed by any failure by You to fulfil any obligation listed in clause 8.1 ("Your Default"):
 - 8.2.1. we will be entitled to suspend performance of the Services until You remedy Your Default, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle Us to terminate the contract under clause 10 (Termination);
 - 8.2.2. we will not be responsible for any costs or losses You sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
 - 8.2.3. You shall indemnify Us from and against any losses, damages, liability, costs (including legal fees) and expenses which We may suffer or incur arising directly or indirectly from Your Default.

9. OUR LIABILITY

- 9.1. Except in respect of death or personal injury caused by Our negligence, or as expressly provided in these Terms, We shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Us, Our employees or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by You.
- 9.2. Subject to Clause 9.1, Our entire liability to You arising under or in connection with this Contract whether in contract or in tort, shall not exceed a sum equal to 100% (one hundred percent) of the Fees paid to Us, except as expressly otherwise provided in these Terms and Conditions.

10. TERMINATION

- 10.1. Without limiting any of our other rights, We may cancel the Event and the Contract immediately without refund by giving You written notice if any of the following occur:
- 10.1.1. You fail to make a payment on time as required under Clause 4.
- 10.1.2. You have failed to comply with Your obligations under clause 8 (Your Obligations).
- 10.1.3. You have breached the Contract in any material way and have failed to remedy that breach within 14 (fourteen) days of Us providing written notice asking You to do so.
- 10.1.4. An event detailed at clause 11 below prevents our provision of the Services for a period of 3 (three) months.
- 10.2. Termination or expiry of this agreement for any reason shall be without prejudice to the rights and remedies accrued to either party immediately prior to such termination or expiry.

11. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

- 11.1. We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 11.2. If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions for a period of 3 (three) months, we may terminate this Contract by giving You written notice..

12. COMMUNICATION AND CONTACT DETAILS

- 12.1. If You wish to contact Us with questions or complaints, You may contact Us by telephone at 020 3981 7816 or by email at matt@undergroundcookeryschool.com
- 12.2. In certain circumstances You must contact Us in writing. When contacting Us in writing You may use the following methods:
 - 12.2.1. Contact Us by email at matt@undergroudcookeryschool.com; or
 - 12.2.2. Contact Us by pre-paid post at The Underground Cookery School, 201/203 City Road London EC1V 1JN.

13. COMPLAINTS AND FEEDBACK

- 13.1. We always welcome feedback from Our customers and, whilst We always endeavour to ensure that Your experience as a customer is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 13.2. If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Event, please contact Us in one of the following ways:
 - 13.2.1. In writing, Matthew Kemp, The Underground Cookery School, 201/203 City Road London EC1V 1JN
 - 13.2.2. Email, matt@undergroundcookeryschool.com
 - 13.2.3. By contacting Us by telephone on 020 3981 7816

14. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

- 14.1. Our Privacy Policy is [attached to this contract] and available at www.undergroundcookeryschool.com.
- 14.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

15. OTHER IMPORTANT TERMS

- 15.1. We may assign Our obligations and rights under the Contract to a third party. Your rights under these Terms and Conditions will not be affected.
- 15.2. You may not assign Your obligations and rights under the Contract without Our express written prior permission.
- 15.3. The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 15.4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and

Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

- 15.5. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

16. GOVERNING LAW AND JURISDICTION

- 16.1. These Terms and Conditions, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the laws of England and Wales.
- 16.2. Any dispute, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales, as determined by Your residency.