

# Terms & Conditions 2023

## LEGALLY BINDING CONTRACT

A contract between the Company and you will come into being in one of two ways:

1. When you purchase tickets online through our website to any of our courses, on the date of your online purchase;
2. When you and we agree via email that we should provide a specific Event to you, on the date of our written and/or oral agreement.

The terms and conditions are automatically incorporated into any contract entered into between us. We suggest that before you enter into any contractual agreement with us in the ways stated above, that you read through these terms and conditions. If you have any questions concerning them please ask us. You should keep a copy of these terms and conditions for your records.

## PROVIDING THE EVENT SERVICES

1. Once we and you have entered into a legally binding contract we will provide the Event Services to you on the date agreed between us without further discussion with you.
  2. Our aim is to always provide you with the Event Services:
    1. using reasonable care and skill;
    2. in compliance with commonly accepted practices and standards in food safety and hygiene; and
    3. in compliance with the relevant laws and regulations in force at the time we carry out the Event Services.

## MENU SUBSTITUTIONS

We publish many of our menus within our event listings – please check the description of the proposed menu at the time of booking. Our menus always focus on seasonally and locally inspired ingredients. We reserve the right to amend the menu on the day of the Event, where we encounter, among other things, failure by our suppliers. In such case, we will make a substitution keeping with the theme and value of the course. We aim to notify you prior to any Event of substantial substitutions, but this may not always be possible.

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## FOOD ALLERGIES & INTOLERANCES

We comply with our food safety obligations to the highest possible standards. Please note that due to the nature of our events, we are not always able to provide an alternative for all dietary and allergens, therefore you must always check with us prior to booking. In the event that we are unable to cater for your requirements and you have already booked a ticket, if you are within our 30 day cancellation period you will be eligible for a refund as per our below Refund Policy.

Dietary needs must always have been communicated and approved prior to booking your seat at our table, and must be advised to our team no later than 7 days prior to the event so that our chef's can make the necessary arrangements. Our food is prepared in a kitchen that handles most allergens. It is your responsibility to tell us prior to the Event if you have any allergies or intolerances.

## COURSE LAYOUT

**Kent Cookery Courses:** The kitchen has six work station and a tutor station. The courses are designed to be hands on and interactive and will include demonstrations throughout as well as hands on cooking. Every course is designed to be done in pairs so if attending alone it is likely (although not in every case) be paired with someone else. This doesn't mean you do half the amount the recipes are designed this way and it means we can do more cooking in the limited durations of the courses, and that the course is social and fun. On every course other than the 'To Go' courses you will sit down and enjoy the dishes you have made at the end or throughout the day.

**Weber BBQ Courses:** These courses run for groups of up to 16-18 people and are a combination of cooking outside under gazebo's on the BBQs and preparation in the kitchen. The courses are designed differently to 'Kent Cookery School' courses and the majority of the preparation is done in groups at the start of the course. Some menu's are seated and some are designed to be enjoyed outside. Please check the Weber website for courses specific details.

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## GIFT VOUCHERS

1. The gift vouchers will expire 12 months from purchase. At the end of the expiry period we will not refund any balance remaining and we will invalidate the card.
2. Gift vouchers cannot be exchanged for cash. We do not give change or refunds on gift vouchers.
3. If you are using a gift voucher online and the total order value is less than the value of the gift voucher, any balance will remain on the gift voucher and may be applied to future purchases, provided that the card has not expired.
4. Where goods you have purchased with a gift voucher are subsequently exchanged for goods of a lower price or returned, monies owing will be refunded in gift vouchers.
5. We reserve the right to refuse to accept a gift voucher which we deem to be tampered with, duplicated or which otherwise is suspected to be affected by fraud.
6. We reserve the right to amend the gift voucher terms and conditions from time to time, where we consider it reasonable and necessary to do so.
7. Remaining balance may be used for drink purchases but not for shop items.

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## **CANCELLATION BY THE COMPANY OR CLIENT: COOKERY WORKSHOPS**

1. In the event that the Company is unable to deliver the Cookery Workshop, and provides you more than 14 days' notice, the Company shall provide you a full refund.
2. In the event that the Company is unable to deliver the Cookery Workshop due to government imposed COVID-19 restrictions, the Company will provide you with 3+ new alternative dates to move the booking to. You will also be provided the option for a Credit Voucher, valid for 12 months, eligible towards any Cookery Course. In the event that you wish to cancel your tickets, you may also request a refund (minus a transaction fee of £3.50 per ticket).
3. In the event that the Company is unable to deliver the Cookery Workshop, and provides you fewer than 30 days' notice, the Company will offer to rebook the Cookery Workshop or Dining Event during the following 6 months.
4. In the event that you notify the Company that you are unable to attend a Cookery Workshop at least 10 days prior to the specified date, you will be moved to an alternative date free of charge or offered a credit note if outside of the 30 days from purchase date.
5. Changes within 10 days of the course taking place will incur a 50% rebooking fee. No changes to a booking can be made within 48 hours of the course taking place, the course is not rebookable within 48 hours of the course taking place.
6. For the avoidance of doubt, your non-attendance at an Event will be deemed as a cancellation, and 100% of the payable fee will be charged.

## **CANCELLATION BY THE COMPANY OR CLIENT: PRIVATE AND CORPORATE DINING EVENTS**

1. If your Private Event or Corporate Event is cancelled as follows, during the periods specified below, the payment refund terms are as follows:
  1. Cancellation by either the Company or the Client, more than 30 days before the specified Event: Full refund.
  2. By the Client, with greater than 30 but fewer than 45 days before the specified Event: 50 percent refund.
  3. By the Client, fewer than 30 days before the specified Event: No refund.
  4. By the Company, fewer than 30 days before the specified Event: Full refund.

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## CANCELLATION DUE TO WEATHER; FORCE MAJEURE

On the rare occasion that adverse weather conditions, or other events or circumstances beyond our control mean that we must cancel your course, we shall not have any liability under or be deemed to be in breach of our contract with you. Adverse weather conditions may include torrential rain, high winds, lightning, hail or heavy snow. We will always do our best to rebook you as soon as possible on another course.

## CHANGE OF GUEST

We will accept a substitution of a guest by someone not yet booked onto the Event any time before the Event itself, but you must notify us of the change of attendee by emailing [info@kentcookeryschool.co.uk](mailto:info@kentcookeryschool.co.uk) Please note if the new attendee has any dietary requirements, these must be communicated and approved at least 7 days prior to the event.

## HEALTH AND SAFETY

We have a thorough health and safety policy detailing the risks associated with our Site and Events. We would advise you to read this prior to your arrival. It is your responsibility to thoroughly read through this information, to make sure that you are able to take responsibility of yourself and any children in your care at all times.

At the school we have Miele induction hobs fitted, these are unsuitable for use for those with Pacemakers or ICD units fitted. This is due to the strong magnetic field they create so if you have one of these or are booking it on behalf of someone who has one of these fitted unfortunately the classes are not suitable for you/them.

Please wear suitable flat shoes, we also recommend that you wear sensible clothing; we are not liable for any damage to clothing or personal belongings

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## CHILDREN

When we develop our cookery workshops for our young clients we strive to provide a balance between food education, cookery skills and messy fun. There are inevitable risks involved in letting young children prepare and cook food, but we believe that children are capable, and with the watchful support of their parents and carers, they can achieve marvellous things.

We ask parents and carers to read and sign a standard liability limitation note at the start of each Family Workshop, to focus the mind of the adults on their responsibilities. We do not attempt to extinguish all risks. You know your child best, and we ask you to be responsible for them and their actions during their visit.

**Adult & Child courses permitted ages: 6-16 years**

All other courses 16+ years may join a course with another paying adult.

All other courses minimum age restriction for attending alone is 21 years+

## DISABILITY AND SITE ACCESS

Please notify us prior to attending our Site of any physical disabilities you might have, so that we can advise you on the suitability of the Event, and how we can make adjustments to suit you better. Due to being a listed building access/facilities are limited but we will always advise on an individual basis.

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## LIMITATIONS OF LIABILITY

1. Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as whether the damage was due to a negligent act or omission by us.
2. We shall not refund any payment, or be liable for any loss or delay resulting from the Event being delayed or cancelled due to any force majeure event, including, but not limited to, fire, severe weather, industrial action preventing travel, internet service provider failures or delays, or criminal acts of third parties.
3. We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we cause death or personal injury to you (or those who could be reasonably foreseen as being subject to the Event Services) by our negligence), unless that failure is attributable to:
  1. your own fault;
  2. a third party unconnected with the provision of Event Services under this contract; or
  3. events which we could not have foreseen or forestalled even if we had taken all reasonable care.

## ASSIGNMENT

This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other.

## ENTIRE AGREEMENT

This Agreement and any separate event booking confirmation and invoice, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

## CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## GOVERNING LAW

This Agreement, and any non-contractual obligations arising out of or in connection with it are governed by English law.