

# BRIGHTON COOKERY SCHOOL

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## Terms & Conditions

### 1. ABOUT THESE TERMS

1.1 By using this site and purchasing any products, you agree to comply with these terms and conditions.

1.2 Any information provided on the Brightoncookeryschool.com site or on any literature you may receive is correct at the time of print. The content of this site and the prices advertised on this site are posted in good faith and updated regularly, but we cannot guarantee their completeness or accuracy and prices may be subject to change.

### 2. COURSES & BOOKINGS

2.1 All private group cookery courses or Private Chef services offered are subject to availability and will only be reserved after 20% deposit has been received.

2.2 Most courses usually run in groups, and therefore the itinerary provided is only a guide and any session lengths or times displayed with each course are only estimated times, and may be subject to change. In addition, any dishes listed in course descriptions are only a guide to course content; amendments may be made at our discretion in lieu of seasonal availability.

2.3 All open cookery classes are subject to a minimum number of participants for the events to take place. We will contact the class 24 hours prior to the course if there is to be a cancellation. If a cancellation occurs we will offer either a full refund or a transfer onto another open cookery class.

2.4 Sessions and bookings are not confirmed or finalised until you have received a confirmation email from us.

### 3. REQUIREMENTS

3.1 The cost of all courses includes the recipes, the ingredients, all equipment, aprons to wear during the course and refreshments. Therefore, you do not need to bring anything to a course, but you are advised to wear comfortable shoes and clothing. The cost of all ingredients, chefs, catering assistant (if required), parking and travel unless otherwise advised is all included in our private chef package. For residents more than 5 miles from the Brighton Cookery School will incur a transportation cost.

3.2 You are also advised to please try to arrive 5 to 10 minutes before the specified start time of any course. If you arrive late for an open cookery class or a private group booking here at the school, we will endeavour to fit in the full itinerary, but your finish time will not be extended. Private chefs and other kitchen staff will arrive approximately 1.5 hours before the service of the first course unless otherwise advised.

3.3 All customers attending our courses are responsible for their own belongings and we accept no liability for any loss or damage to these. All customers accept responsibility for equipment on site when our chef visits. We accept no responsibility or liability for any damage that may occur.

### 4. CHANGES TO BOOKINGS

4.1 All courses are transferable / exchangeable only up to (and including) 28 days before the selected course, subject to a cancellation fee of £10. Unfortunately, due to course logistics, you will not be permitted to transfer to a different course after this date. However, where you are unable to attend a certain date, you may instead select someone else to attend the course in your place. We are unable to



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offer full refunds if cancelling a booking less than 28 days prior to the course. Please refer to our refunds policy below.

4.2 If the substituted course costs more than the original course, you will be asked to pay the difference prior to the substituted course; if the substituted course is less than the original course, the remaining credit will be refunded in the form of a credit note, which may be used towards any products or courses from the website, and will be valid for 1 year from issue.

4.3 We reserve the right to cancel or reschedule any booking date and in this case, we will do our best to notify you as soon as possible of the rescheduled date. All attendees will be notified and will be able to transfer onto another course, or receive a full refund if cancelling the booking under these circumstances.

4.4 Regretfully in these circumstances, we are not liable and are unable to reimburse any expenses you may have occurred in relation to the cancelled event.

## Adverse weather policy

4.5 We are not able to offer refunds or late notice amendments to courses or bookings where customers are unable to reach us due to adverse weather conditions. If you are unable to attend a class or we are unable to reach your address due to adverse weather conditions, please let us know as soon as you can and in turn we will give as much notice as possible. You may be able to claim on any travel insurance policies you have or took out to cover your trip to us.

4.6 In the event that you are unable to reach us, you may send someone else in your place. Please telephone us on 01273 674 911 to let us know if this is the case.

4.7 We understand that it is not your fault if you are unable to reach us in adverse weather conditions. However, even if just one person attends the course, we will have to run the course.

## 5. LOCATION

5.1 Customers should ensure that they carefully check and attend at the correct venue for the course selected. Courses are held at our venue, the detail are as follow:

Brighton Cookery School, 64 London Road, Brighton, BN1 4JE.

5.1.a Customers should ensure that they have given us the correct venue postal address and contact telephone number for private chef/outside catering bookings and that there is someone on the premises to allow our staff access at the agreed time, which is usually 1.5 hours before the dinner is scheduled to be served.

5.2 In the unlikely event of this venue being unavailable for reasons beyond our or your control, an alternative venue may be offered wherever possible. Please be aware that this could involve a change of venue, date and/ or course selection. In these circumstances, any refunds will be entirely at our discretion.

## 7. PRICES

7.1 Unless otherwise agreed by us in writing, the price for the courses shall be the prices set out on this site and in any price lists published on the date on which an order is placed. Prices are subject to change and may do so, depending on availability of certain courses.

7.2 The prices displayed for the products shall be exclusive of any value added tax, and exclusive of all costs or charges in relation to delivery, which the Customer will pay in addition to the items ordered.



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7.3 All services offered are subject to availability and if we cannot complete your order within 28 days, then we will contact you and you will be offered a full refund.

## Payment for Group Bookings

8.4 For Corporate or Group Bookings, courses are normally tailored to your requirements. Therefore, reservations must be made in advance and a non-refundable deposit of 20% must be paid upon booking. The remaining balance must be paid 28 days before the scheduled course. Cancellations and changes in the number of participants are possible by notifying us.

8.5 In exceptional circumstances, and where spaces are available on a scheduled course, group bookings may be made on less than 28 days notice prior to the course. Where a course is booked in this way, then full payment will be required at the time of booking.

8.6 You should try to ensure that you have accurate numbers of attendees when making a group booking with us. However, if you are unable to confirm exact numbers at the time of booking, you should confirm the minimum number of attendees and then additional people may be added closer to the course date.

8.7 You should try to let us have the correct number of attendees at least 14 days prior to the course date, because if the number of attendees decreases after this date, then there is no refund available on the total price paid. If the number of attendees increases, then you will be asked to pay the outstanding balance prior to the course date or catering booking.

8.8 We ask that final numbers of attendees reaches us no later than two days before the booked course. This will enable us to order the correct amount of ingredients.

8.9 To secure your place on an open cookery class, full payment is required.

## 9. REFUNDS AND CANCELLATIONS

9.1 We are unable to offer full refunds if cancelling a booking more than 7 working days after you have made the original course booking. If you are not able to attend the class you are booked on, bookings are transferable to another date, however this will incur a cancellation fee, depending on how much notice is given prior to the course date, the same applies for changes in date for our outside catering/private chef services, as follows:

Cancellation period	Cancellation Fee
prior to the course date	
More than 28 days	£10 per class/per guest
7 - 28 days	25% of the full booking fee
3 - 6 days	50% of the full booking fee
Less than 3 days	100% of the full booking fee will be forfeited

9.2 Please contact the school either via email or telephone and let us know the name of the person coming in your place.



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9.3 If you need to cancel a booking, but do not have an alternative date to rebook on to, we will issue credit notes in the form of vouchers, minus the relevant cancellation fee and these vouchers will be valid for 6 months from the date of issue. We do not offer cash refunds.

## Refunds and Cancellations of Group Bookings

9.6 Any deposit paid shall be refundable in full where you cancel the group booking within 7 working days of making the original booking. All deposits paid are non-refundable if cancelling a group booking more than 7 working days after you have made the original course booking.

9.7 If cancelling a group booking more than 7 working days after you have made the original course booking and less than 14 days prior to the course date (when the total price of the course has been paid), then 65% of the total price shall be non-refundable, i.e. the 50% deposit and an additional 15% cancellation charge. The cancellation charge of 15% shall be in our complete discretion (and may not be charged where you are re-booking a different class).

Cancellation period	Cancellation Fee
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prior to the course date

More than 14 days	50% deposit
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Less than 14 days	65% of the full course fee will be forfeited
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## 11. LIMITATION OF LIABILITY

11.1 Subject to below, the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees or agents and visiting chefs) to you in respect of any breach of these terms and conditions; and any representation, statement or tortious act or omission including negligence arising under or in connection with these Terms and Conditions.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence.

11.4 Subject to the above, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of these Terms and Conditions shall be limited to the total price paid for the courses or private chef services; and

11.5 we shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arises out of or in connection with these Terms and Conditions.

11.6 We do not accept any liability to you or any third party for any error or omission on this site. We reserve the right to change, update or delete any information on this site without prior notice by posting such changes here.

## 12. COMPLAINTS



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12.1 We will endeavor to respond to any complaints within five working days. Please direct any complaint you may have to [info@brightoncookeryschool.com](mailto:info@brightoncookeryschool.com) or in writing to The Manager at Brighton Cookery School, 64 London Road, Brighton, BN1 4JE.

## 13. FORCE MAJEURE

13.1 We reserve the right to defer the date of delivery of a product or a course if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, you shall be entitled to cancel the product ordered or course booked.

13.2 In the unlikely event of a course or location being unavailable for reasons beyond our control, an alternative course or venue may be offered wherever possible.

## 14. INTELLECTUAL PROPERTY

14.1 The 'Brighton cookery school' name, logo and all related product and service names, design marks and slogans are the trademarks or service marks of Brighton cookery school Limited.

14.2 The copyright in all the material on this site is owned or licensed by La Brighton cookery School Limited. Your access to the material does not give you a license to reproduce, distribute or otherwise use this material, apart from downloading it onto one computer for your personal use only.

## 15. LINKS

15.1 From time to time this site may also include links to other websites. These links are provided for your convenience only, and do not signify that we endorse those website(s). We have no responsibility for the content of the linked website(s).

15.2 You may not create a link to this website from another website or document without our prior written consent.

## 16. GENERAL

### 16.1 Entire Agreement

These Terms and Conditions set out the entire agreement and understanding between us and you confirm that you have not entered into these Terms and Conditions in reliance upon any representation, warranty or undertaking, written or oral, to whomsoever made which is not set out or referred to in these Terms and Conditions.

16.2 Severability If any provision of these Terms and Conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

### 16.3 Third Parties

A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from the Act.



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## 16.4 Governing Law

The construction, validity and performance of these Terms and Conditions shall be governed in all respects by English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.

## 16.5 Consent for images/recordings

During events; private and open classes, photographs/videos may be taken during your time with us. This is clearly pointed out in our 1st contact with all customers replying to the initial enquiry. If you do not want pictures/recording taken and/or used by Brighton Cookery School after the event for promotional purposes, it is your duty to inform us before the images/pictures are taken. Consent is assumed when a customer confirms the booking with a deposit for a private booking or with full payment for an open class. Images from events will be shared with the event attendees via a dropbox or retransfer service where possible for the attendee to view and download. These image remain the property and are copyrighted by Brighton Cookery School and as such cannot be used without Brighton Cookery Schools consent.

I agree to the above terms and conditions of Brighton Cookery School:

Date:..... Signature ..... Position: .....

