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**COOKING TUITION AND DEMONSTRATION TERMS AND CONDITIONS**  
**(SMALL GROUP OR INDIVIDUAL SESSIONS: PER SESSION)**

**TUITION BY COURSES FOR COOKS**

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**BACKGROUND:**

These Terms and Conditions are the standard terms which apply:

- A. to provision of any Services (as “Services” is defined in Clause 1 below) to clients by the Teacher, namely Jenny Thomson T/A Courses for Cooks of 70 Eardley Crescent, Dunfermline, KY11 8NE
- B. where the client is a “Consumer” as defined by the Consumer Rights Act 2015.

**1. Definitions and Interpretation**

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

<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual client of the Teacher who receives or uses Services for the client’s personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Our premises”</b>	means the premises at which We hold Sessions which is Insert Address, but in Clause 3.18 it means “business premises” as defined in the Regulations;
<b>“Price List”</b>	means Our standard price list for all of the Services which We offer. The list of Services and their prices is available via our website <a href="http://www.coursesforcooks.com">www.coursesforcooks.com</a> or in writing upon request.
<b>“Registration Form”</b>	means the application and registration form that We provide to You which includes Your confirmation that (a) You are a “Consumer” (b) You have read and agree to these Terms and Conditions (including health and safety matters in Clauses 6 and 7);
<b>“Regulations”</b>	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

<b>“Series”</b>	means a series of Sessions booked as a package in one transaction where We and You at the time when You book, you pay for all of those Sessions, and We and You agree all of the times and dates for each of those Sessions;
<b>“Services”</b>	means any and all Sessions at which We provide any training, teaching, instruction, and all facilities, services, and equipment which We provide/use in connection with such Sessions;
<b>“Session”</b>	means any class or session of cooking tuition for You either as an individual or as part of a group taking place at a time and on a date booked with Us;
<b>“Teacher/We/Us/Our”</b>	Means Jenny Thomson T/A Courses for Cooks whose place of business and contact address is the same address as above;
<b>“Terms and Conditions”</b>	means these Terms and Conditions, and “Clause” or “sub-Clause” is a Clause of these Terms and Conditions; and
<b>“You/Your”</b>	means the individual who is Our client.

## **2. Registration**

- 2.1 Only if You register with Us (by completing the Registration Form and agreeing in that Form to these Terms and Conditions), and We then confirm to You orally or in writing that We accept Your registration, may You then book and attend any classes. Our decision whether or not to accept Your application to register is in Our absolute discretion. (See below as to booking Sessions).
- 2.2 The details that You provide and confirm in the Registration Form must be complete and correct, and includes Your confirmation of the matters referred to in the definition of “Registration Form” in Clause 1 above.
- 2.3 Upon Our confirmation of Our acceptance of Your Registration Form, there will be a contract between You and Us on these Terms and Conditions.

## **3. Booking and Cancellation of Sessions, and Consumer Rights**

- 3.1 You must be 18 or over and a “Consumer” to book and attend any Session. Any classes or tuition for under 18s must be booked and paid for by a parent or Guardian over the age of 18. They must expressly confirm their acceptance of these Terms & Conditions.
- 3.2 A place in a Session is subject to availability and will be on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Session unless You book and have paid for the Session for that particular time and date.
- 3.3 Each Session is booked with at least one other person up to a maximum of 4 people unless. Such classes will take place at the address stipulated at 70 Eardley Crescent, Dunfermline, KY11 8NE. In the event that you require a booking of over 4 people an alternative local address will be provided. Such address can be, depending on availability, local to your requirements. To

make a booking of 4 or more people please contact us at [jenny@coursesforcooks.com](mailto:jenny@coursesforcooks.com) to discuss your requirements.

- 3.4 You may book each Session in person with the Teacher, online, by email or phone.
- 3.5 We will only provide a Session if You have pre-booked it and You have paid for the Session in advance.
- 3.6 When you book for any Session, You must book (or, as set out in sub-Clause 3.10 below, when You rebook a Session to replace any booked Session cancelled) for a date which is no more than one month after the date when You make that booking (or rebooking). A Session not booked (or rebooked) for a date within that period will be lost and, unless You cancel it and are entitled under these Terms and Conditions to a refund in that case, We will not refund any payment You have made for it.
- 3.7 Your request for a booking for a Session or Series will be an offer, but whether We accept any booking request will be for Us to decide in Our discretion. Only if and when We tell You orally or in writing that We accept Your request to book for a particular Session You have paid for it, will there be a booking and there will then be a binding contract between You and Us for that Session.
- 3.8 When You book and pay for any Session, We will be entitled to keep some or all of that payment as set out in sub-Clause 3.11 below if You later cancel any such Session without giving the necessary notice.
- 3.9 We may treat a booked Session as cancelled by You without notice to Us if You arrive after the start of the Session or You do not attend any of the Session.
- 3.10 You may cancel a Session without charge by giving Us at least 28 days notice. Where classes are cancelled with 14-27 days notice they will incur a 25% admin fee and 2-13 days notice will require a 50% admin fee. Any Sessions cancelled with less than 48 hours notice will forfeit the full fee paid and You will not be entitled to a refund.
- 3.11 Any Sessions booked using a gift certificate will not be entitled to any refund. In the event that cancellation is made within at least 28 days notice you may, subject to availability, book onto another Session.
- 3.12 We may cancel a Session booked by You at any time before the time and date of that Session in the following circumstances:
  - 3.12.1 If You booked the Session, and any required minimum number (if any) for that Session have not booked for that Session; or
  - 3.12.2 The Teacher and any other required teacher and/or required equipment or facilities necessary for the Session are not available; or
  - 3.12.3 An event described in sub-Clause 8 below occurs and continues for more than 14 days; or
  - 3.12.4 We find that you are not a "Consumer" (as defined in Clause 1 above).
- 3.14 If We cancel a Session in such circumstances We will refund to You in full the payment that You have made to Us for that Session. If you purchased the Session using a gift certificate you will be entitled to rebook to another Session.
- 3.16 We will use all reasonable endeavours to start the Session You have booked at its scheduled start time, but the start may be delayed by overrun of a

previous Session or by other circumstances. If a delay to the start is at least 30 minutes, or, if at any time before or after You arrive for a Session We notify You that there will be a delay of at least that time, You may cancel the Session and We will refund to You in full the payment, unless paid for using a gift certificate.

- 3.17 Sessions, teachers, equipment, and prices are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 3.18 We reserve the right to expel You from a Session if Your conduct is in Our reasonable opinion unacceptable, or it is or may be in Our reasonable opinion harmful to the Teacher's reputation, or if it amounts to Your breach of these Terms and Conditions, or where in Our reasonable opinion such expulsion is otherwise in the interests of Our other clients. If We expel You, You will not be entitled to any refund for a Session started but not completed due to expulsion. Any Session booked but not yet attended will then be deemed to be cancelled by Us. You will not, in that situation, be entitled to any refund.
- 3.19 Where the contract We make with You is not made on Our premises, the Regulations give You the rights set out in this sub-Clause 3.19, and they will be in addition to the rights given to You by the above provisions of this Clause 3.10. You may for any reason cancel a booked Session during the 14 day period after We accept that booking. If You cancel as allowed by this Sub-clause 3.19 and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation.

#### **4. Fees and Payment**

- 4.1 You must pay in accordance with Our Price List for all Services that We fully and correctly provide to You.
- 4.2 You may pay Us for Services using any of the following methods
- Online by means of debit or credit card; or
  - BACS
  - Gift certificate
- 4.3 We may alter Our prices without prior notice, but if the price of any Services increases between the time when You book a Session and the date of the Session, the price increase will not apply to You for the Session on that date.
- 4.4 All equipment and ingredients for the classes will be provided and available at the session. However please note we reserve the right to change or substitute any ingredients that are unavailable through no fault of Courses for Cooks.

#### **5. Eligibility to Attend a Session**

- 5.1 We only make Services available to a "Consumer" (as defined in Clause 1 above), and Your application to register with Us will be deemed to be Your confirmation that You will be a "Consumer" in connection with any request(s) by You to receive any Services from Us. If at any time We find that you are not a "Consumer", We may without liability to You cancel Your registration forthwith by giving You a cancellation notice and You will not then be entitled to receive any further Services. We will refund You subject to the cancellation policy set out at Clause 3.10 detailing notice and % terms.
- 5.2 We will not provide any Session for You unless You are aged 18 or over unless you are supervised by either a Parent or Guardian.

## **6. Fitness, Health and Safety**

- 6.1 You agree that You voluntarily participate in a Session with full knowledge that even if the Teacher, and any other teacher involved in the Session, is not negligent there is an inherent risk of personal injury or illness arising from Your participation in and using of specialist equipment.
- 6.2 Certain Services may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.
- 6.3 You must ensure that you are fit and well enough to participate in any Session that You book, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.
- 6.4 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from Your GP or other relevant professional medical or other adviser before attending a Session.
- 6.5 You agree that when You apply to register, and also when You book and attend any Session, that will be Your confirmation that You have no health problems restricting you from participation in any Session.
- 6.6 You must not attend any Session when under the influence of alcohol or illegal drugs or when you are unwell which includes any symptoms of COVID-19.
- 6.7 You should arrive at least 10 minutes prior to the start time of a Session to allow for a prompt start. If You know You are going to be late for a Session, You should contact Us to tell Us as soon as You can before the Session start time. If You arrive later than a Session start time We may not permit You to participate in the Session.
- 6.8 You should not attempt to use any cooking or preparation equipment until the Teacher or another suitably qualified teacher has instructed You in the correct use of the same.
- 6.9 You may only use the equipment and facilities provided by Us in the correct manner and must not use them in any manner which is a health and safety risk either to You or to others.

## **7. Our Rules**

- 7.1 We do not permit You to:
  - 7.1.1 smoke anywhere on Our premises;
  - 7.1.2 make or receive mobile phone calls during a Session. Mobile phones should be switched to silent mode during a Session;
  - 7.1.3 bring to Our premises any child/ren under the age of 18, unless We have given You express consent;
  - 7.1.4 bring any animals into Our premises with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register; and
- 7.2 You should wear a form of dress appropriate to Your Session bearing in mind the kitchen environment and the potential hazards therein. Accordingly we recommend you avoid loose fitting clothing and jewellery.
- 7.3 You must familiarise Yourself with and follow any instructions or information which We give You from time to time or on any occasion relating to any fire or other emergency situation or to other issues relating to health or safety.

## **8. Events Beyond Our Reasonable Control**

- 8.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 8.2 If any such event referred to in sub-Clause 8.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Services as necessary. You may, without liability to Us, cancel any Session/s not taking place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Session/s. Where the cancelled Session/s is/are part of a Series, We will refund You for each such Session an amount equal to the total price for the Series divided by the total number of Sessions in the Series.

## **9. Limitation of Liability**

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide or sell all Services to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 The Teacher and each of Our other teachers is appropriately qualified as a teacher and is competent to conduct all Sessions.
- 9.4 If You bring any personal belongings onto Our premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by the Teacher or other teachers. We will not be responsible for any loss or damage to Your personal belongings caused by any other client or visitor to Our premises even where You leave or store them in any place at Our premises. We therefore advise You not to bring any valuable belongings to Our premises.
- 9.5 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 9.6 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 9.6.1 the Consumer Rights Act 2015;
  - 9.6.2 the Regulations;
  - 9.6.3 the Consumer Protection Act 1987; or
  - 9.6.4 any other consumer protection legislation
  - 9.6.5 as that legislation is amended from time to time.

9.6.6 For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

## **10. Changes to Terms and Conditions**

10.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

## **11. How We Use Your Personal Information (Data Protection)**

11.1 We will only use Your personal information as set out in Our Privacy Notice and Cookie Policy available at [www.coursesforcooks.com](http://www.coursesforcooks.com).

## **12. Regulations**

12.1 We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to register and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## **13. Information**

As required by the Regulations:

13.1 all of the information described in Clause 12.1 and

13.2 any other information which We give to You about any Services or Us which You take into account when registering or deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

## **14. Complaints**

14.1 We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about the Teacher or any other teacher, please raise the matter with the Teacher.

## **15. No Waiver**

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

## **16. Severance**

16.1 If any provision of these Terms and Conditions is held by any 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.

**17. Law and Jurisdiction**

- 17.1 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 law of Scotland
- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 Any dispute, controversy, 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 Scotland.