
TERMS OF SALE OF FOR ONLINE CLASSES INSTRUCTION

BACKGROUND:

- (A) These Terms of Sale together with the attachment below and any and all other documents referred to in these Terms of Sale set out the terms and conditions on which online Zoom classes are offered. They are sold by US to Consumers through this website, <https://coursesforcooks.com> ("Our Site").
- (B) Terms and information that are specific to accessing cooking instruction via Our Site using Zoom cloud-based web conferencing.
- (C) Please read these Terms of Sale and the attachment below carefully and ensure that You understand them before purchasing an online class(es). If you have any query about anything in these Terms of Sale or the attachment, please contact Us to discuss the same. **You are required to read, accept, and agree to comply with and be bound by these Terms of Sale and the attachment.** If You do not, You will not be able to make a booking for online classes through Our Site.
- (D) All of the information that We give to You will be part of the terms of Our Contract with You as a Consumer whether it is information that We:
 - (i) are required by law to give to You; or
 - (ii) voluntarily give to You and You rely on it either when deciding to order make an online booking.
- (E) These Terms of Sale, as well as any and all Contracts, are in English language only.
- (F) These Terms of Sale apply only to online classes; the terms governing use of Our Site are separate and are set out on our Site under the heading "Website Terms of Use".

1. Definitions and Interpretation

- 1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Consumer"	means an individual customer who is to receive or use Our services comprising of online classes for their personal use and for purposes wholly or mainly outside the purposes of any business, trade, craft or profession;
"Contract"	means a contract for the purchase of online classes, as explained in Clause 7;
"Paid Content"	Means two-way synchronous live stream audio and video technology e.g. Zoom or alternative conferencing platform. Paid content will be more fully described in other information that We give or make available to You. That information may include the name of any teacher(s) or other individual(s) presenting any litigate content on Our behalf but whether it does or does not so, We may so We decide in our discretion at any time and without notice substitute any other individual(s) who is suitably qualified and experienced;
"Class Confirmation"	means Our acceptance and confirmation of Your purchase of an online class(es)
"Online Class"	means online cooking instruction delivered by Zoom. This includes both individual and group classes.
"We/Us/Our"	means the Consumer who sets up an Account and makes an Order and accesses and uses any Paid Content.

2. Information About Us

2.1 Our Site, www.coursesforcooks.com, is owned and operated by Jenny Thomson T/A Courses for Cooks of 70 Eardley Crescent, Dunfermline, KY11 8NE

3. Contacting Us

3.1 If You wish to contact Us with general questions or cancellations You may contact Us by email at jenny@coursesforcooks.com.

4. Consumers only and Age Restriction

4.1 Only a Consumer may purchase online classes and access Paid Content on or through Our Site. Only if that person is aged at least 18 years of age may they do so.

5. Business Customers

5.1 These Terms of Sale and the attachment below do not apply to customers purchasing online classes and accessing Paid Content in the course of any business trade, craft or profession carried on by either them or any other person/organisation.

6. Paid Content, Pricing and Availability

6.1 We make all reasonable efforts to ensure that all descriptions of Paid Content available from Us correspond to the actual Paid Content that You will receive.

6.2 Please note that sub-Clause 6.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor discrepancies between the Paid Content and the descriptions of it. Please refer to Clause 11 if Your Subscription or the Paid Content is incorrect.

6.3 We may from time to time charge Our prices. Changes in price will not affect any online classes you have already purchased but will apply to future bookings. We will inform You of any change in price at least 14 days before the change is due to take effect.

6.4 All prices are checked by Us before We accept Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform You of the mistake. If the correct price is lower than that shown when You made Your order, We will simply charge You the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to purchase the online class at the correct price or to cancel Your order (or the affected part of it). We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within 14 days, We will treat Your order as cancelled and notify You of this in writing.

6.5 If the price of a the Paid Content You have ordered changes between Your order being placed and Us processing that order and taking payment, You will be charged the price shown on Our Site at the time of placing Your order.

7. Orders – How Contracts are Formed

7.1 Our Site will guide You through the process of making a booking and purchasing an online class. Please ensure that You have checked Your order carefully before submitting it.

7.2 If, during the order process, You provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process Your order due to incorrect or incomplete information, We will contact You to ask to correct it. If You do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel Your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from You providing incorrect or incomplete information.

7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase an online class(es) constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending You a Class Confirmation by email. Only once We have sent You a Class Confirmation will there be a legally binding Contract between Us and You.

- 7.4 Class Confirmations shall contain the following information:
- 7.4.1 Confirmation of the classes purchased.
 - 7.4.2 Fully itemised pricing for Your online classes including, where appropriate, taxes, and other additional charges;
 - 7.4.3 Confirmation of the live online classes date and time along with log in details for the online class(es) and any necessary passwords.
- 7.5 In the unlikely event that We do not accept or cannot fulfil Your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You as soon as possible and in any event within 14 calendar days.
- 7.6 Any refunds under this Clause 7 will be issued to You as soon as possible, and in any event within 14 calendar days from the day on which the event triggering the refund occurs.
- 7.7 Refunds under this Clause 7 will be made using the same payment method that You used when purchasing Your Subscription.

8. Payment for Classes

- 8.1 Payment for online classes must always be made in advance. Your chosen payment method will be charged when We process Your order and send You a Class Confirmation.
- 8.2 We accept the following methods of payment on Our Site:
- 8.2.1 Online by means of credit or debit card;
 - 8.2.2 BACS;
 - 8.2.3 Gift certificate.
- 8.3 If You believe that We have charged You an incorrect amount, please contact Us at jenny@coursesforcooks.com as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended

9. Provision of Paid Content

- 9.1 We undertake to make available to You on these Terms of Sale the online classes for which you have booked. If You choose not to attend without notice, for any reason not attributable to Us You will not be entitled to any refund.
- 9.2 We will use all reasonable endeavours to make online classes available and at the start time it is scheduled for, but the start may be delayed either by overrun or a previously online class or by other circumstances. Any such delay will not normally exceed 15 minutes but if the start is delayed by more than that period then We will offer you the option of rebooking the class at no additional charge.
- 9.3 In some limited circumstances, We may need to suspend the provision of online classes (in full or in part) for one or more of the following reasons:
- 9.3.1 To fix technical problems or to make necessary minor technical changes;
 - 9.3.2 To comply with relevant changes in the law or other regulatory requirements;
- 9.4 If We need to suspend availability of the online classes for any of the reasons set out in sub Clause 9.3, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform You as soon as reasonably possible after suspension). In the event of any suspended availability you will be refunded for the online classes you are unable to attend.

- 9.5 Any refunds under this Clause 9 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 9.6 Refunds under this Clause 9 will be made using the same payment method that You used when purchasing the Paid Content.

10. Licence

- 10.1 When You purchase an online class, We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence to access, participate in and use the online class for personal, non-commercial purposes. The licence granted to You does not give You any rights in Our Paid Content (including any material that We may licence from third parties).
- 10.2 The licence granted to You under sub-Clause 10.1 is subject to the following usage restrictions and/or permissions:
- 10.2.1 You may not copy, rent, sell, publish, republish, share, record, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'); and
- 10.2.2 You may not use any two way livestream facility which is or is part of a Paid Content item or event to communicate or make accessible to any other person accessing or participating in that item or event anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of item or event; and

11 Cancelling Your online classes

- 11.1 If You are a Consumer in the UK or the European Union, by default You have a legal right to a "cooling-off" period within which You can cancel the Contract for any reason, including if You have changed Your mind, and receive a refund. The period begins once We have sent You Your Online Confirmation (i.e. when the Contract between You and Us is formed) and ends when You access (e.g. attend) an online class or 14 calendar days after the date of Our Order Confirmation, whichever occurs first.
- 11.2 After the cooling-off period, You may cancel online classes at any time. However, subject to sub-Clause 11.3 and Clause 12, where your classes are cancelled with at least 28 days notice a full refund will be given or rearrangement made. 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.
- 11.3 If You wish to exercise Your right to cancel under this Clause 11, You may inform Us of Your cancellation using the methods in 11.3.1 or 11.3.2 below. Cancellation by email is effective from the date on which You send Us Your message.
- 11.3.1 Telephone: 01383 727594
- 11.3.2 Email: jenny@coursesforcooks.com

in each case, providing Us with Your name, address, email address and telephone number.

- 11.4 We may ask You why You have chosen to cancel and may use any answers You provide to improve our services, however please note that You are under no obligation to provide any details if You do not wish to.

12. Your Other Rights to End the Contract

- 12.1 If there is a risk that availability of online classes will be significantly delayed because of events outside of Our control, You may end the Contract immediately. If You end the Contract for this reason, We will issue You with percentage refund.
- 12.2 If We inform You of an error in the price or description of Your booking and You wish to end the Contract as a result, You may end it immediately. If You end the Contract for this reason, We will issue You with a percentage refund.
- 12.3 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

- 12.4 Refunds under this Clause 12 will be made within 14 calendar days of the date on which Your cancellation becomes effective, using the same payment method that You used when making your booking.

13. Our Liability to Consumers

- 13.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms of Sale (or the Contract) 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 the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 13.2 Our Paid Content is intended for non-commercial use only. We make no warranty or representation that the Paid Content is fit for commercial, business or industrial use of any kind. 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.
- 13.3 If, as a result of Our failure to exercise reasonable care and skill, any digital content (including but not limited to Paid Content) from Our Site damages Your device or other digital content belonging to You, We will either repair the damage or pay You appropriate compensation. Please note that We will not be liable under this provision if:
- 13.3.1 We have informed You of the problem and provided a free update designed to fix it, but You have not applied the update; or
- 13.3.2 The damage has been caused by Your own failure to follow Our instructions; or
- 13.3.3 Your device does not meet any relevant minimum system requirements that We have made You aware of before You purchased Your Subscription.
- 13.4 Nothing in these Terms of Sale seeks to limit or exclude 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, or for Paid Content which is not as described, does not match information that We provided, not of satisfactory quality, or is not fit for any purpose made known to Us.
- 13.5 Nothing in these Terms of Sale seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 13.6 We will not be responsible or liable if You are unable to access any Paid Content due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control (including but not limited to a cause of that type specifically referred to in the attachment below).

14. Complaints and Feedback

- 14.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 14.2 If You wish to complain about any aspect of Your dealings with Us, please contact Us.

15. How We Use Your Personal Information (Data Protection)

- 15.1 We will only use Your personal data as set out in Our Privacy Notice and Cookie Policy available at www.coursesforcooks.com.

16. Other Important Terms

- 16.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) Your obligations and rights under these Terms of Sale (and under the Contract) without Our express written permission.
- 16.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 16.4 If a court or other authority finds that any part(s) of these Terms of Sale are unlawful, the remaining parts will remain in full force and effect.
- 16.5 If We fail to take steps or delay in taking steps to enforce any of Our rights against You under

these Terms of Sale, that will not prevent Us doing so at a later date, for example Our right to require You to make any payment which has become payable under the Contract.

- 16.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to Your Order, We will give You reasonable advance notice of the changes and provide details of how to cancel if You are not happy with them (also see sub-Clause 12.1 above).

17 Law and Jurisdiction

- 17.1 These Terms and Conditions, 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 As a Consumer, any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of Scotland.

Attachment

1. Use of Zoom web-conferencing platform

We only offer cooking instruction online (referred to below as "Instruction").

We use technology that allows Us to provide You with Instruction provided that You have the appropriate technology (see below) to receive that Instruction. For this purpose, We use the Zoom cloud-based web conferencing platform ("Zoom").

Where We are to make any of the Instruction available by means of Zoom rather than any other platform, it will be on the following basis.

2. The technology that We will be responsible for providing

We will subscribe to Zoom and will pay any necessary fees to Zoom to maintain that subscription. It will enable Us to act as "host" and to provide the Instruction to You over the internet via the Zoom facility.

To receive or participate in any cooking instruction via Zoom, You will need to join a session which is within the scope of your online booking. You will not need to pay any fee or charge be charged for the use of the Zoom facility to join that session. You will only need to pay for the Instruction made available by the online booking.

We do not provide any PC, laptop, tablet, mobile phone or other hardware ("Device"), App or Zoom or other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable You to use Zoom.

3. The technology and other items that You will be responsible for providing

It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and particular in Instruction via Zoom.

You will need to have access to and use the following non-exhaustive list of facilities for this purpose.

- a) An appropriate functioning device which is adequately charged.
- b) An up to date Zoom App there applicable. It will need to be downloaded to Your device, and installed and working fully and correctly on your device, so that You can receive Instruction.
- c) Stable, reliable, internet access with adequate speed.

We do not make supply or make available the Zoom platform that You use to access any online classes. We are not a party to Your download and use of that platform, and We will have no responsibility or liability to you in relation to it in any respect. It will be subject to and governed by such terms and conditions and privacy policy that Zoom as the third party provider of the platform to You imposes on such download and use.

4. Scope of what We provide

We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving Instruction. However, We may, if You request it, either before or during any session of Instruction, and without charge, offer suggestions in good faith to resolve any problem with that technology that You report, but it will not be in the nature of advice. We do not therefore take on any responsibility or accept any liability if any such suggestion does not help You to resolve any problem or if by following any such suggestion You experience any other problem, loss or damage to any technology or other thing except if Your Device or Your digital content is damaged in circumstances where We are liable to You under Sub-Clause 13.3.

We will not be responsible or liable if You are unable to access any Instruction due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control. In any such case, You will remain liable to pay for Instruction that We have made available to You. Such causes beyond Our reasonable control may include (but are not limited to):

- (a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- (c) Failure of or defect in the Zoom platform used by Us or You to make Instruction available to You; or
- (d) Your inability to access Instruction due to failure of or defects in Our Site etc.

5. Your privacy and security on each occasion when You access Instruction

Instruction that You access is two-way synchronous live stream audio and/or video technology (not a pre-recorded one way transmission) it will also be made accessible to all others who have purchased it and choose to access it unless We have specified that it is to be made available on that occasion only to You as an individual private session.

Therefore, unless We specify that a particular two way session is only accessible to You, the following will apply to such a session:

- (a) When You sign in the Zoom, You should indicate Your first name only since Your name will be visible to Our other customers taking part;
- (b) You understand and are aware that there is a risk that other customers and other people may see and hear (via the video and/or audio facilities of the Zoom App and Your Device) not only You but also Your space and its surroundings and other people in or near that space and its surroundings when You are participating in the session;
- (c) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of personal information;
- (d) We cannot ensure privacy or confidentiality due to the nature of two way sessions involving customers in addition to You; and
- (e) In any event, it will be Your responsibility to ensure that You have a suitable space to use when You participate in any two way session in order to protect Your privacy and that of others in or near that space.

We will not be liable for any loss or damage arising from Your failure to comply with the above requirements.

6. Health and Safety

You acknowledge and agree that:

- (a) Due to the remote nature of online classes, We do not undertake to and cannot attend, assist or advise or arrange for or alert any third party to do so in the an event You fall ill or have an accident.
- (b) When You purchase any the Paid Content, book and participate in any class, that will be Your confirmation that You have no health problems which may affect Your participation in that or any other event comprised in any Subscription that You have purchased or subsequently purchase.

You must therefore ensure that You are fit and well enough to participate in any class that You purchase and You will at all times be responsible for Your own state of health, physical condition and well-being.