TERMS OF SALE OF DIGITAL CONTENT COMPRISING COOKING TUITION AND DEMONSTRATIONS

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 Paid Content, accessed via Subscriptions, is sold by Us to Consumers through this website www.coursesforcooks.com ("Our Site").
- (b) Terms and information that are specific to accessing sessions of Paid Content presented by a Tutor (as defined below) from or via Our Site using The Learndash platform are set out in the attachment below for ease of reference but they will have the same effect as if set out in these Terms of Sale.
- (c) Please read these Terms of Sale and the attachment below carefully and ensure that You understand them before purchasing a Subscription. If You have any query about anything in these Terms of Sale or the attachment, please contact Us to discuss the same. When setting up an Account before purchasing any Subscription, You will be 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 purchase a Subscription and access Paid Content 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 before You order a Subscription; or
 - ii) voluntarily give to You and You rely on it either when deciding to order a Subscription or when, subsequently, You make any decision about the Subscription.

We give You some of that information before You order a Subscription and some of it is set out in these Terms of Sale and the attachment.

Paid Content is intended for access and use only by a person who is aged 18 or over, and only a person of that age can set up an Account and purchase a Subscription. In certain situations, subject to our agreement, content will be made available for individuals under the age of 18 subject to parental supervision.

These Terms of Sale, as well as any and all Contracts, are in the English language only.

These Terms of Sale apply only to the sale of Paid Content; 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

"Contract"

"Paid Content"

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

"Account"	Means the account, referred to in Sub-Clause 6.1 that You must set up with Us in order to purchase any Subscription;
"Consumer"	means an individual customer who makes an Order to Our services comprising any Paid Content which is to be received or used for their personal use and for

Paid Content which is to be received or used for their personal use and for purposes wholly or mainly outside the purposes of any business, trade, craft or profession;

means a contract between Us and You for the purchase of an Order for You to access any Paid Content, as explained in Clause 5;

means any digital content (including text, graphics, images, audio, and video (whether pre-recorded or live) comprising any session of tuition, instruction, teaching, coaching, training, or mentoring, downloadable pdf recipes or any materials or other information related thereto, which We offer, where those sessions or materials are sold by Us through Our Site and made available by Us by means of

(a) Learndash video and/or audio recorded non downloadable video and/or audio of one or more items provided on Our video/audio platform accessed from Our

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 Tutor presenting any digital content on Our behalf but whether it does or does not do so, We may, if so We decide in our discretion, at any time and without notice substitute any other Tutor(s) who is suitably qualified and experienced;

"Subscription"	means a subscription to Our Site purchased by You which provides You with
	access to Paid Content which comprises of:

- (a) All pre-recorded tuitions for the current subscription month and two previous
- (b) Recipe cards for the current subscription month, previous month and next subscription month.

The Subscription you purchase will be on a rolling monthly basis.

"Subscription Confirmation"

means Our acceptance and confirmation of Your purchase of a Subscription;

"Tutor"

means the tutor, instructor, teacher, coach, mentor, or other individual who presents the Paid Content and/or who interacts with You online during any session of Paid Content;

"We/Us/Our"

means Jenny Thomson T/A Courses for Cooks of 70 Eardley Crescent, Dunfermline, KY11 8NE

"You"

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 You may contact Us by telephone at 01383 727594, by email at jenny@coursesforcooks.com or by post at 70 Eardley Crescent, Dunfermline, KY11 8NE.

4. Business Customers

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

5. Subscriptions, Paid Content, Pricing and Availability

- 5.1 We make all reasonable efforts to ensure that all descriptions of Subscriptions and Paid Content available from Us correspond to the actual Subscription and Paid Content that You will receive. Please note, however, that due to the seasonal availability of some items, minor differences or discrepancies may occur.
- 5. 2 Please note that sub-Clause 5.1 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 Paid Content is incorrect.
- 5.3 We may from time to time change Our prices. Changes in price will not affect any Subscription that You have already purchased. As long as your Subscription remains continuous you will be charged at the price in which you initially subscribed. For the avoidance of doubt a Subscription will be deemed to end in the event we are unable to charge your current payment card. Accordingly it is your responsibility to ensure we hold the most up to date card details for you.
- 5.4 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of that Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable information will be provided to You.
- In some cases, as described in the relevant digital content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform You at least 48 hours before the changes are due to take effect. If You do not agree to the changes, You may cancel the Contract.
- 5.6 Where any updates are made to Paid Content, that Paid Content will continue to match Our description

of it as provided to You before You Order and are given access to the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.

- 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 content at the correct prior or to cancel Your Order. We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within 5 working days, We will treat Your order as cancelled and notify You of this in writing.
- 5.8 If We discover an error in the price or description of Your Subscription after Your order is processed, We will inform You immediately and make all reasonable efforts to correct the error. You may, however have the right to cancel the Contract if this happens. If We inform You of such an error and You do wish to cancel the Contract, please refer to sub-Clause 12.1.
- 5.9 If the price of the Subscription that 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.

6. Orders – How Contracts Are Formed

- 6.1 Our Site will guide You through the process of setting up an Account and purchasing a Subscription. Before completing Your purchase of a Subscription, You will be given the opportunity to review Your order for the Subscription and amend it. Please ensure that You have checked Your order carefully before submitting it.
- If, during the order process, You provide Us with incorrect or incomplete information (including any incorrect or incomplete information about You or the type of Paid Content that You require) 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.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending You a Subscription Confirmation by email. Only once We have sent You a Confirmation will there be a legally binding Contract between Us and You.
- 6.4 Subscription Confirmations shall contain the following information:
 - 6.4.1 Full details of the main characteristics of Your Order including the paid Content available as part of it;
 - 6.4.2 Fully itemised pricing for Your Subscription including, where appropriate taxes, and other additional charges;
 - 6.4.3 The duration of Your Subscription (including the start date, and the renewal date);
 - 6.4.4 Confirmation of Your acknowledgement that the Paid Content will be made available to You immediately and that You will lose Your legal right to change Your mind and cancel upon accessing the Paid Content as detailed below in sub-Clauses 11;
- 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 with 7 working days.
- Any refunds under this Clause 6 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.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that You used when purchasing Your Subscription.

7 Payment for Paid Content

7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process Your order and send You a Subscription Confirmation this usually occurs

within 8 hours and You will be shown a message confirming Your payment).

- 7.2 We accept the following methods of payment on Our Site:
 - 7.2.1 Paypal;
 - 7.2.2 Gift certificate.
 - 7.2.3 Bank transfer for live classes only, not subscriptions.
- 7.3 All subscriptions will automatically renew and payment taken. In the event that your payment method fails we will assume your subscription is no longer required and according cancel the same. Accordingly your access to paid content will cease upon non payment.
- 7.4 If You believe that We have charged You an incorrect amount, please contact Us at ienny@coursesforcooks.com as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended.

8. Provision of Paid Content

- 8.1 We undertake to make available to You on these Terms of Sale the Paid Content for which You subscribe. Should You choose not to access or make any permitted use of some or all of that Paid Content or, for any reason not attributable to Us, because You are unable to do so, You will not be entitled to any refund.
- 8.2 Paid Content appropriate to Your Subscription will be available to You from when We send you a Subscription Confirmation for the duration of Your Subscription, including any renewals, or until You end the Contract, on and subject to the following:
 - 8.2.1 An item of Paid Content requested will be available when stated in the information that We provide about it before You place Your order.
- When You place an order for a Subscription, You will be required to expressly acknowledge that You wish Paid Content to be made available to You. You will also be required to expressly acknowledge that by accessing (e.g. downloading or streaming) Paid Content, You will lose Your legal right to cancel if You change Your mind (the "cooling-off period"). Please see Clause 11 for more information.
- 8.5 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
 - 8.5.1 To fix technical problems or to make necessary minor technical changes;
 - 8.5.2 To fix technical problems or to make necessary minor technical changes;
 - 8.5.3 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements;
 - 8.5.4 To make more significant changes to the Paid Content, as described above in sub-Clause 8.5.
- 8.6 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 8.5, 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). If the suspensions lasts for more than 7 days you may end the Contract.

9. Licence

- 9.1 When You purchase a Subscription to access Paid Content, We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in and use the relevant Paid Content for Your personal, non-commercial purposes. The licence granted does not give You any rights in Our Paid Content (including any material that We may licence from third parties).
- 9.2 The licence granted under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:
 - 9.2.1 You may not copy, rent, sell, publish, republish, share, 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');

10. Problems with the Paid Content

- By law, We must provide digital content that is of satisfactory quality, fit for purpose, and as described. If any Paid Content available through Your Order does not comply, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
 - 10.1.1 If the Paid Content has faults, You will be entitled to a repair or a replacement.
 - 10.1.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to You, You may be entitled to a full or partial refund.
 - 10.1.3 If You can demonstrate that the fault has damaged Your device or other digital content belonging to You because We have not used reasonable care and skill, You may be entitled to a repair or compensation.
- Please note that We will not be liable under this Clause 10 if We informed You of the fault(s) or other problems with particular Paid Content before You accessed it and it is that same issue that has now caused the problem (for example, if the Paid Content in question is an alpha or beta version and We have warned You that it may contain faults that could harm Your device or other digital content), if You have purchased the Paid Content for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from Your use of the Paid Content for that purpose; or if the problem is the result of misuse or intentional or careless damage.
- 10.3. If there is a problem with any Paid Content, please contact Us at <u>jenny@coursesforcooks.com</u> to inform us of the problem.
- Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 14 calendar days of the day on which We agree that You are entitled to the refund.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that You used when making your order.
- 10.6 For further information on Your rights as a consumer, please contact Your local Citizens' Advice Bureau or Trading Standards Office.

11. Cancelling Your Subscription

- 11.1 If You are a Consumer in the UK or 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 Confirmation (i.e. when the Contract between You and Us is formed) and ends when You access (e.g. download or stream) Paid Content, or 14 calendar days after the date of Our Subscription Confirmation, whichever occurs first
- After the cooling-off period, You may cancel Your Order at any time. In the case of pre-recorded Paid Content We cannot offer any refunds and You will continue to have access to the Paid Content until expiry. In the event of live classes no refunds will be made where the live class is cancelled within 30 days of the event date. We may, at our complete discretion, arrange an alternative date at no additional cost.
- 11.3 If You wish to exercise Your right to cancel under this Clause 11, You may inform Us of Your cancellation by email at jenny@coursesforcooks.com.
- 11.4 Refunds under this Clause 11 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.
- 11.5 Refunds under this Clause 11 will be made using the same payment method that You used when purchasing Your Subscription.

12. Your Other Rights to End the Contract

- 12.1 You may end the Contract at any time if We have informed You of a forthcoming change to Your Subscription or the Paid Content (as described in sub-Clause 5.3 or 5.5), or to these Terms of Sale that You do not agree to. If the change is set to take effect or apply to You before the end of Your current Subscription Your access will remain until the expiry of Your Current Subscription.
- 12.2 If We have suspended availability of the Paid Content for more than 5 days, or We have informed You

- that We are going to suspend availability for more than 5 days, You may end the Contract immediately, as described in Clause 8 If You end the Contract for this reason, We will issue You with a full refund.
- 12.3. If there is a risk that availability of the Paid Content 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 a full refund.
- 13.4 If We inform You of an error in the price or description of Your Subscription or the Paid Content and You wish to end the Contract as a result, You may end it immediately. If You end the Contract for this reason You will not be entitled to a refund and Your access will continue until the end of the Subscription Period.
- 12.5 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.
- 12.6 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 purchasing Your Subscription.
- 12.7 If You wish to exercise Your right to cancel under this Clause 12, You may do so by email or post.

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 make your Order.
- 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.
- 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).

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.

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

15.1 We will only use Your personal data as set out in Our Cookies and Privacy policy available from our website www.coursesforcooks.com.

16 Other Important Terms

- 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.
- 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.

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 the Learndash platform to access tuition, instruction or teaching ("the Services") online

We use technology which allows Us to provide the Services provided that You have the appropriate technology (see below) to receive the Services. For this purpose, We use the Learndash Platform.

Where We are to make any of the Services available for You by means of Learndash rather than any other platform, it will be on the following basis.

2. The technology that We will be responsible for providing

We do not provide any PC, laptop, tablet, mobile phone or other hardware ("Device") or 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 our Site of Learndash.

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 Paid Content via Your Subscription.

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

- a) An appropriate functioning Device which is adequately charged;
- c) Stable, reliable, internet access with adequate speed;
- d) Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of the Services, external microphone and/or speakers as reasonably necessary; and
- e) Exercise/note books, pens, pencils, and any books, materials or equipment that You will need, as advised by Us before You place Your order.

Your use of Learndash will be subject to and governed by such terms and conditions and privacy policy of Learndash as the third party provider of the platform to You imposes on such download and use.

4. Scope of what We make available to access

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 the Services. However, We may, if You request it, either before or during any session of the Services, 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 to You. We do not therefore take on any responsibility or accept any liability to You 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 in respect of that damage under Sub-Clause 13.3.

We will not be responsible or liable to You if You are unable to access any of the Services 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 the Services that We have made available for 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 Learndash platform used by Us or You to make the Services available to You; or
- (d) Your inability to access the Services due to failure of or defects in Our Site etc.

5. Account setup needed

In order to purchase any Subscription and enable You to receive any Services, You will first need to setup and then maintain an Account with Us. Our Site will guide You through the process of setting up an Account. Please also note the following in regard to Account setup.

You may not create an Account if You are under 18 years of age.

We only offer Paid Content for use in the UK to individuals residing in the UK. You may only open an Account with a residential address in the UK.

During the process of setting up an Account, You will be required to choose a password and user name. We recommend that You choose a strong password for Your Account.

You may be asked for additional information regarding Your Account, such as Your e-mail address.

6. Your responsibility for Your Account and its security

You must not share Your Account or Your Account details with anyone. If You believe that Your Account is being used without Your permission, please contact Us immediately. We will not be liable for any unauthorised use of Your Account.

You are fully responsible for maintaining the confidentiality of Your password and account information and for all activities that occur under Your password or Account. You must ensure that You log out from Your Account at the end of each session accessed by You. You must immediately notify Us of any unauthorised use of Your password or Account or any other breach of security relating to Your Account.

You must never use anyone else's Account without prior authorization from Us for the specific occasion in question

When creating an Account, the information You provide must be accurate and complete. If any of Your information changes at a later date, it is Your responsibility to ensure that Your Account is kept up-to-date.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription or, if later, until the end of the latest access period granted to any Instruction by the Subscription.

If You wish to close and delete Your Account You may request the same by contacting Us via email.

7. Health and Safety

You acknowledge and agree that:

- (a) You must tell Us of any special requirement, problem or condition of which You are aware which might be relevant to You participating in that session. We will discuss with You any such matter that You tell Us, and inform You if We decide not to accept Your order because of the particular requirement, problem or condition in question. If We do accept Your order, You must act in accordance with any instructions provided by Us relating to the matter; and
- (b) Due to the remote nature of online sessions, We do not undertake to and cannot supervise, attend, assist or advise (or arrange for or alert any third party to do so), if during a session You fall ill, have an accident or experience any other problem.

8. Provision of items by You

We are not responsible for obtaining or providing any ingredients or cooking equipment for You but We will provide you with a list of cooking ingredients and equipment that You will or might need, and You should adopt any recommendation that We make to You as to equipment, materials or items that You should obtain/use.