

WORKSHOP TERMS AND CONDITIONS

The following terms and conditions apply to all companies and or persons or other entities (“you”) that are attending any workshop (“Workshop”) organised by Paintbox Blooms (“we” or “us”).

Please ensure you have read and understand the following:

1. Acceptance of terms and conditions

By completing the registration form for a particular workshop, you are agreeing to the terms and conditions set out below (“Terms”) and they will be incorporated into the contract between us (“Contract”). [You will ensure that your employees, partners, agents, contractors, subcontractors and any other person attending the Workshop on your behalf shall comply with these Terms.] The Contract is formed when we send you a booking confirmation.

2. Payment

The fee for attending the Workshop (“Tickets”) will be as stated on the registration form from for the relevant Workshop from time to time. Prices are inclusive of VAT except where expressly stated otherwise. All payments for the tickets must be made in full at the time of completing the tickets form and in any event prior to the date of the Workshop. Payment will be made via our merchant account provider and you consent to us passing your necessary details to the merchant account provider and to them processing necessary information about you. We reserve the right to run price promotions as we think fit.

3. Refunds

All tickets for the Workshop shall be non-refundable except as set out in paragraphs 4 and 5 below. However, if you are unable to attend the Workshop for any reason you may email us at contact@paintboxblooms.com to provide us with the name of a substitute to attend the Workshop on your behalf and on receipt of this email we shall make such substitution and allow the substitute access to the Workshop.

4. Cancellation

If you are purchasing as a consumer, that is you are purchasing for purposes wholly or mainly outside of a trade, profession, craft or business, the following applies:

As this workshop falls under the category of services related to leisure activities and there is a specific date or period of performance, the cooling off period does not apply and as such you may not cancel the contract and we shall not be obliged to provide any refunds.

There may be circumstances in which we need to cancel the Workshop. In such circumstances, we will provide you with a full refund of the amount of the Ticket Fee that you

have paid to us and we will make every effort to provide you with such refund within 14 days of the date of cancellation.

5. Postponement or change to venue

There may be circumstances in which we need to postpone the Workshop or change the venue at which Workshop is to be held and if we do, we shall advise you of this as soon as we possibly can. If the postponement is for more than 6 months after the publicised date of the Workshop or the replacement venue is more than 50 miles away from the publicised venue, you may cancel your ticket by emailing us at contact@paintboxblooms.com and we shall provide you with a full refund.

6. Liability

Our sole liability in relation to any cancellation, postponement or change of venue shall be limited to the price paid by you for such Workshop and we shall not be liable under any circumstances for any consequential losses.

7. Your obligations

If you act in any way which in our opinion is likely to cause any harm or nuisance to any person at the Workshop, you will be required to leave the Workshop and we shall not be liable to refund your Registration Fee or any other payment.

You must comply at all times with the health and safety policy of the venue. You must comply with all requests from us or the venue with regard to health and safety and failure to do so will result in you being asked to leave the workshop (in which case no refund will be provided). You may not bring any equipment or items of a hazardous or dangerous nature to the Workshop.

You shall not cause any damage to any part of the venue (including outside areas, and all inside walls, flooring, fixtures and fittings). You are solely liable for any damage caused by you, your employees, contractors, sub-contractors and agents to any such area of the venue and shall fully reimburse us in relation to any damage so caused.

You must keep your personal belongings with you at all times and we accept no liability for any damage to, loss of or theft of any of your belongings or other items brought to the Workshop by you.

8. Promotional materials and materials at the Workshop

We shall not be liable for errors or omissions contained in any promotional materials or other materials used at the Workshop (including names and other contact details of participants who have consented to be named in such materials).

Unless otherwise stated, the copyright for [any such promotional materials and] any materials used at the Workshop (including course notes, slides, brochures, articles and case studies) belongs to us and may not be reproduced in any medium without our prior written consent.

You may use such materials for your own individual purposes only and may not share, disclose, reproduce, publish or deal with such materials in any way, including for any commercial use.

We reserve the right to change the published programme (including the publicised speakers) or materials as we think fit.

9. Photography and filming

We may wish to photograph or film the Workshop and reserve the right to do so for the purposes of promoting future workshops or otherwise. If you do not wish to be photographed or filmed, please make this known to us before the start of the Workshop. You may take photographs and videos of the Workshop.

10. Data protection

We will communicate with you using the contact details provided on the Registration Form for the purposes of the Workshop. We will use and process your personal data in accordance with our Privacy Notice that you can view at paintboxblooms.com.

11. Tickets

We shall not send you tickets for the workshop but an email confirmation. We will have your name on the attendee list and if you have paid the Ticket Fee via the website you shall be provided with access to the Workshop.

12. Travel, accommodation and refreshments

You shall be responsible for making and paying for your own travel and accommodation arrangements to and from the Workshop. If you are late at the workshop or prevented from attending the Workshop due to travel delays or any other circumstances, we shall not be obliged to provide you with a refund or to wait to start the Workshop until you arrive. Refreshments shall be provided as set out this includes tea/coffee and cake/biscuits. If the workshop is held in East Chase Distillers you may purchase other drinks on offer at an additional cost.

13. Disability, medical conditions and dietary requirements

If you have any disability or medical condition that requires us to make special arrangements for you or any special dietary requirements, please email us at contact@paintboxblooms.com as soon as possible and in any workshop at least 2 weeks prior to the date of the Workshop.

14. Limitations of Liability

Whilst every reasonable precaution is taken by us to ensure security and safety at the workshop, we shall not in any way be liable for any loss or damage suffered by you whatsoever in relation to the Workshop, save that nothing in these Terms shall be deemed to limit the liability of any person for death or personal injury caused by our negligence.

Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, any fraudulent misrepresentation or any other liability for which it is unlawful to exclude or limit liability.

Our total liability for any matter arising out of the Contract shall in all circumstances be limited to the price paid by you for the Workshop and we shall not in any circumstances be liable to you for any consequential loss whatsoever.

15. Governing law

These Terms shall be governed by English Law and you hereby submit to the exclusive jurisdiction of the English Courts.