

# Workshop/Class Terms & Conditions 2023

The Terms and Conditions set out below and in our PRIVACY POLICY together constitute the legal agreement between 'You', 'The Client' and 'Us', 'We', 'Teapot Flowers and covers the services of booking a course with 'Us'. As a definition; the term 'Course' covers an inperson course or an online course with 'Us' as a 'Course', 'Class', 'Workshop', Group' or 'One to one' booking.

## 1 FEES

1.1 Full payment of the course fees upon booking is required in order to secure your place. Places CANNOT BE RESERVED without FULL PAYMENT.

#### 2 PAYMENT

- 2.1 Fees can be paid via BACS, bank transfer, online, through our website www.teapotflowers.co.uk or via an invoice.
- 2.2 Fees of £250.00 or less can be paid in cash (by appointment at Teapot Flowers).
- 2.3 Full payment <u>must</u> be received 48hrs prior to the commencement of the class.

## 3 MINIMUM AGE REQUIREMENT

You must be at least eighteen years old at the time of booking.

## **4 NON-UK RESIDENTS**

- 4.1 Please include contact details for your UK stay when making your booking in case we need to contact you prior to workshop/class commencement.
- 4.2 Please ensure that your booking is confirmed and that the workshop/class is running before you make any travel arrangements. We cannot offer refunds for travel or accommodation costs.

#### 5 VISAS

5.1 If you do not hold a UK / EU / EEA passport, you may require a visa that allows you entry to the U.K. in order to take one of our workshops/classes. For more information, please see the UK Home Office website at http://www.gov.uk. It is your responsibility to determine how

far in advance you need to apply for a Visa if it is required, and to allow sufficient time to obtain a visa.

- 5.2 If you are refused entry to the UK, you will not be eligible for a refund of your workshop/class fees.
- 5.3 If your visa is delayed, you will also not be eligible for a refund of workshop/class fees. At our discretion, however, we will consider transferring you to another workshop/class at a later date.

### 6.0 CANCELLATIONS

- 6.1 Cancellations must be advised in writing by the customer to Teapot Flowers.
- 6.2 If Teapot Flowers is not advised of any cancellation in writing prior to the date of the course, the full course fees will be required.
- 6.3 If you cancel a course booking 14 days or more before the date of the course then 35% of the course fees will still be payable.
- 6.4 If you cancel less than 14 calendar days before the date of the course, 100% of the course fee is payable.

#### 7.0 TRANSFERS

- 7.1 If you can no longer attend, it may be possible for us to transfer you to another course if we're advised 14 calendar days or more before the course date.
- 7.2 If you can no longer attend and we're advised less than 14 calendar days prior to the course commencement than 100% of the course fees are due.
- 7.3 If we're able to fill your place prior to the course commencement then we'll refund 65% of the course fees to you.
- 7.4 If you TRANSFER to another workshop/class you may be liable for any additional workshop/class fees or associated costs example; materials/flowers.

#### 8.0 CANCELLATIONS BY US

- 8.1 Please note that courses have minimum attendance levels and may be cancelled if too few bookings are received. We reserve the right to amend or cancel any of our courses.
- 8.2 If we cancel a workshop or class, we shall endeavor to give you at least one week's notice. You'll have the option of transferring to another workshop or class or having a full refund of the fees. Refunds will be processed within 7 working days. Please note transactions can take up to 3 weeks to be completed by some bank/card companies and we cannot be held responsible for any delays occurred by 3rd parties.

8.3 We will not be liable for any losses (including, but not limited to, travel and accommodation costs) arising as a consequence of any modification or cancellation of workshops/classes or timetabling constraints as set out above, beyond the cost of the course fee. Please note that refunds can take up to three weeks to process.

## 9 MATERIALS AND EQUIPMENT

- 9.1 'FLOWER WORKSHOPS, CLASSES & COURSES', all equipment, materials and flowers are provided within the fees.
- 9.2 'MONTHLY FLOWER ARRANGING', a list of ingredients (flowers & materials) will be provided each month for you to either purchase independently or you can pre-book your ingredients (at an additional cost) in advance for your class.
- 9.3 'MONTHLY FLOWER ARRANGING', it is expected that attendees will provide their own equipment after the initial introductory session.

#### 10 PHOTOGRAPHY AND VIDEO

- 10.1 You may take as many photographs of your OWN WORK as you wish during the workshop/class.
- 10.2 Please ask permission of other attendees before taking photographs of their work, or using their work on your website.
- 10.3 You are not permitted to take videos during tutor demonstrations.
- 10.4 Teapot Flowers reserves the rights to take photographs/videos during the workshops/classes to use within our marketing. If you do not wish to appear in these, then please make the tutor aware of this at the start of the session.

### 11 HEALTH AND SAFETY

- 11.1 Attendees are expected to follow Health and Safety guidelines that are given at the start of each workshop/class.
- 11.2 Attendees are asked to wear appropriate clothing and footwear during the course.

# 12 ALLERGIES

- 12.1 Teapot Flowers cannot be held responsible for any medical issues arising from, but not limited to proximity contact, scent, physical contact or any other form of contact to any component, fresh, preserved or otherwise.
- 12.2 We do provide refreshments on our workshops/classes. Please make us aware of any food intolerance upon booking of your workshop/class.

12 PARKING is at owner's risk and subject to the guidance, rules and limitations of the venues attended.

#### 13 FORCE MAJEURE

We shall not be liable for any failure or delay in the performance, in whole or part, of any of our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery or heating, lighting, air conditioning or telecommunications equipment, fire, flood, storm, pandemics, epidemics or other outbreaks of disease or infection, or failure in the external supply of electricity, water or telecommunications (including internet) connections.

#### 14 APPLICABLE LAW

These Terms and Conditions shall be read and construed in accordance with British law and any dispute between us will be dealt with by the British Courts.

#### 15 GIFT VOUCHERS: SPECIAL TERMS AND CONDITIONS

15.1 Gift vouchers are purchasable online or in person (by appointment). Teapot Flowers' gift vouchers are issued in £ sterling. Your gift voucher is non-refundable and cannot be exchanged for cash/credit, and cash/credit refunds will not be available for purchases made with the voucher.

15.2 Questions regarding the Teapot Flowers gift vouchers should be sent to us at teapotflowers1@gmail.com

15.3 Discounts for members of Rugby Theatre are applicable only to the member's own place, not multiples or groups. You may only use your membership discount against your own attendance. You must be a member of Rugby Theatre Society both at the time of booking and when the workshop runs. This will be checked with the Society Membership Secretary.

Teapot Flowers WEBSITE ACCESS www.teapotflowers.co.uk

## TERMS OF SERVICE

We reserve the right at any time to modify or discontinue the Teapot Flowers website (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Teapot Flowers website.

In using our website you agree to act in accordance with the law and accept and abide by all of our Terms and Conditions and Terms of Service. You may not alter, amend, impair or interfere with our website in any way. If you default negligently in any obligations set out in these Terms of Service, you shall be liable for all losses and damages that this may cause to Teapot Flowers.

#### **PRICES**

The price of any or all of our products will be as quoted on our website except in cases of obvious error. The prices of Teapot Flowers courses are liable to change at any time and we reserve the right to modify or discontinue a service without notice at any time. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of a service. All of the prices given on our website are inclusive of VAT at current rates.

# **REFUSAL OF TRANSACTION**

We reserve the right to refuse to process an order for any reason or refuse service to anyone at our sole discretion and at any time during the ordering process.

### **ORDERING ONLINE**

Upon placing your order online, you will be sent a confirmation e-mail detailing your order. Your place on the workshop/class is then confirmed.

If you have any queries regarding your order, please contact gems@teapotflowers.co.uk

Should we have any queries relating to your order, we will contact you by e-mail or telephone as soon as possible within the order process.

By placing an order through our website, you warrant that you are both legally capable of entering into a binding contract and are at least eighteen years of age.

### PERSONAL INFORMATION

Your submission of personal information through the website is governed by our Privacy Policy.

## **ERRORS, INACCURACIES AND OMISSIONS**

Although we make every effort to be accurate, there may be information on our website that contains typographical errors, inaccuracies or omissions which may relate to course descriptions, pricing, promotions, offers and availability. We reserve the right to correct any

errors, inaccuracies, or omissions, and to change or update information on our website if it is inaccurate at any time without prior notice (including after you have booked a course).

We undertake no obligation to update, amend or clarify information on our website, including without limitation, pricing information, except as required by law.

#### INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights regarding Teapot Flowers' website including, but not limited to, text, graphics, design, logos, photographs, images and all other materials are owned by Teapot Flowers. No trademarks or content may be copied, reproduced, sold or used without our prior written consent. If we believe our intellectual property rights to have been breached you must at our direction return, delete or destroy any copies of the materials you have duplicated.

### **PROHIBITED USES**

In addition to other prohibitions as set forth in our Terms and Conditions and Terms of Service, you are prohibited from using our website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of our business or any related businesses, other websites, or the Internet. We reserve the right to terminate your use of our website or any related website for violating any of the prohibited uses.