

## Terms and conditions

Please carefully read the information below which describes all the terms and conditions of the contract between Delightful Tea Bake School, hereafter known as 'the Company' and the booker / purchaser, hereafter known as 'the Client' / 'the Attendee' / 'the Purchaser' / 'the Redeemer' and / or 'the Holder'

### Booking and Cancellation Policy

Bookings made via the Company's website are managed by an online booking system. This system requires the Client to make payment at the time of booking, via secure payment processor PayPal.

At the time of booking the Client will be asked to confirm that they have read the Company's terms and conditions and agreed to them, provide names of all prospective Attendees and ensure that all Attendees meet the minimum age requirements (or will be appropriately accompanied, as per our terms).

Agreement to the Company's terms and conditions at the time of booking expressly confirms the Client's understanding of the contract between themselves and the Company.

The Client does not need a PayPal account to make payment when booking online, and once the Client's payment has been made they will receive email confirmation of their booking. Until the Client receives a payment confirmation email from PayPal, the place(s) are provisional and not guaranteed. During the provisional booking period, the Company reserves the right to offer the places to other Clients.

If the Client does not wish to book on the website, then they can email ([enquiries@delightfultea.co.uk](mailto:enquiries@delightfultea.co.uk)) or telephone on 01702 742343 and a member of staff will manually reserve the required place(s). The Client will then be required to pay via the PayPal invoice sent to their email address or arrange payment by BACS transfer or cheque. A reservation will not become a confirmed booking until payment is cleared. Please be aware that a cheque usually takes 5 working days to clear.

Once payment has cleared, the Company will send a booking confirmation email. The Company highly recommend that the Client pays using BACS or PayPal to expedite the payment process and to ensure reserved places are guaranteed quickly. Please note that Client delays to payment may cause a provisional booking to be cancelled and place(s) offered to other Clients.

Should a Client wish to pay using cash or postal order, they can do so by visiting the Company by appointment with the payment or by sending the cash using a **secure mail service**. The Company cannot accept responsibility for any payments sent by post nor will it reimburse postage costs for such payments.

Once the Client has booked a place, it cannot be transferred to another date under any circumstances, nor will any refunds be given.

It is the Client's responsibility to ensure they can attend a course at the time of booking. The Company will not be held responsible for any circumstances which might affect attendance, including travel and transport delays, adverse weather conditions, personal or professional issues, sickness or tardiness.

The Company works in accordance with Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. As such, the Company's baking course bookings (and event bookings) are **non-refundable**, booking a place on a course confirms the Client's ability to attend.

However, the Company offers the benefit of a discretionary 'cooling off' period of 48 hours from the time it receives a booking, during which time the Client can reschedule the booked date to an alternative session. The Company is not able to reschedule or reallocate places beyond this 48-hour period.

Non-attendees (no-shows) will not be entitled to any refund, full or partial, nor will any alternative date be offered.

If the Client wishes to contact the Company regarding a booking or cancellation telephone, they will incur standard mobile network call charges. The Client has the right to contact the Company by email ([enquiries@delightfultea.co.uk](mailto:enquiries@delightfultea.co.uk)) to arrange call. Alternatively, the Company agrees to reimburse any reasonable call charges incurred by the Client when contacting its telephone number – the Company will however require evidence in the form of a copy of a redacted telephone bill.

Should the Client be unable to attend a booked session, they can send someone in their place at no cost, but they must advise the Company of the replacement's name and contact details no less than 48 hours before the date of the course.

The Company strives to ensure that classes proceed on the date booked but reserves the right to cancel or withdraw scheduled classes at any time and for any reason but aims to give as much notice as possible to Attendees booked on any affected course(s). If the Company has to cancel a course then it will offer at least one alternative date or course option, where possible. If the Client unable to attend the offered alternative date(s) or course type, then a full refund will be issued via the original payment method. The Company aim to process refunds within 7 days of cancellation. It does not accept responsibility for any costs incurred due to its cancellation of a course, including childcare, travel expenses, annual leave loss etc.

The Company maintains minimum numbers for classes; in the event that a class doesn't meet its minimum attendance, then it reserves the right to cancel and reschedule the date. A cancelled weekday class will be rescheduled for another weekday; a cancelled weekend class will be rescheduled for an alternative weekend date. Minimum numbers are based on the maximum numbers per class, as follows:

Maximum 4 students = minimum 2 students to run

Maximum 5 students = minimum 3 students to run  
Maximum 6 students = minimum 4 students to run  
Maximum 7 students = minimum 4 students to run  
Maximum 8 students = minimum 4 students to run  
8+ students = minimum 5 to run

There are occasions where the Company may adjust this and allow a class to run despite not reaching minimum numbers, but this decision is made wholly at the Company's discretion.

The Company is not responsible for any loss, financial or otherwise, brought about through cancellation, postponement and / or rescheduling of any course. The Company suggests that if the Client has any concerns regarding this, they should seek to insure their booking. Visit [CancelSure Insurance](#) for details and to arrange an insurance package. The Company has no connection or affiliation with CancelSure or any other event insurer and this recommendation is not an endorsement of CancelSure.

### **Private Tuition, Children's Party, Hen Party & Corporate Events**

Clients booking a private tuition or an event are bound by all the Company's standard terms and conditions.

To secure private tuition or an event, the Client must pay a non-refundable deposit of 50%. Until a deposit is received as cleared funds, the chosen date remains available to other bookings.

Deposits for private tuition and events are non-refundable under any circumstances. Dates and times can be changed up to maximum of 28 days before commencement, after which no changes can be made.

Private tuition and events planned at short notice e.g. within 28 days of the date require full payment at the time of booking.

The balance for private tuition and events is due no less than 21 days prior to the commencement date. Failure to pay the balance on time will result in cancellation of the event.

Payment for all events is required by BACS. Clients will be invoiced and will receive receipts for payments.

The individual named on the booking information (the Client) assumes responsibility for agreement to all terms and conditions on behalf of the Attendees, whether the Client attends the event themselves or not.

Clients and Attendees are bound by all the standard terms and conditions where applicable.

### **Off-Site Events**

In order to secure an off-site event, the Client must pay a deposit non-refundable deposit of 50%. Until a deposit is received as cleared funds, the chosen date remains available to other bookings.

The balance for an off-site event is require no less than 21 days prior to the commencement date (unless otherwise authorised by the Company). Failure to pay the balance on time will result in cancellation of the event.

Off-site events planned at short notice e.g. within 28 days of the date require full payment at the time of booking.

Off-site event costs are quoted on an individual basis according to the requirements of the Client.

Payment for all events is required by BACS. Clients who wish to pay using a debit or credit card will be subject to a payment processing fee of 3.4%.

The Company does not accept responsibility, full or partial, for any technical, mechanical, maintenance or other issues which may arise at an off-site venue. However, the Company does visit and assess off-site venues regularly up until the event date to ensure than such issues are unlikely to affect the Client's event.

Clients and attendees are bound by all the standard terms and conditions where applicable.

### **Gift Vouchers**

Clients can buy gift vouchers for all classes online at our website. These vouchers come in a range of denominations which can be mixed and matched to equate to the desired total. The Company can issue vouchers for other values on request. There is no charge for standard UK delivery via Royal Mail. Should an express postage service be required, the Client contact us prior to ordering certificates for a quotation.

Vouchers are valid for 12 months from the date of purchase, unless otherwise stated. The Company will not notify the Purchaser of impending expiry of any voucher(s) and once the expiry date is reached, vouchers are invalid and cannot be redeemed for courses nor will any refund be given. Any part-redeemed voucher(s) will also expire after 12 months.

Recipients have 12 months to redeem their voucher(s) and a total of 15 months from the purchase date of the voucher(s) to undertake a course. Occasionally the Company can offer some flexibility but this is entirely at our discretion.

Voucher(s) have no monetary value and are only redeemable against available the Company's classes.

Once the Client has paid for voucher(s) they will receive a PayPal receipt.

Should the Client not wish to purchase vouchers online, they can contact the Company by email or telephone instead.

Once cleared payment is received, the Company will arrange postage of the voucher(s) to the address stated in the PayPal payment information. It is the Client's responsibility to supply the Company with accurate postage details - it cannot accept responsibility for inaccurate address details resulting in non-delivery.

If the Redeemer selects a course to a value lesser than the value of the voucher(s), no cash amount will be given for the difference. It is therefore advised that the Redeemer to choose a course of similar value to their voucher. Should you have a significant voucher value remaining after partial redemption, then the balance can be redeemed as full or partial payment for another course.

To redeem a voucher, the Holder should visit [www.delightfultea.co.uk/courses](http://www.delightfultea.co.uk/courses) browse and book their place online, remembering to enter the unique voucher code at the checkout to deduct the value from the total course price. Voucher Holders will be accommodated on their chosen course on a first come, first served basis - it is imperative that a voucher Redeemer allows sufficient time for their voucher to be redeemed on their choice of course before expiry. Early booking is recommended for all our courses to prevent disappointment.

Should voucher(s) be purchased for a course, which at the time of redemption, is not running, postponed, rewritten or withdrawn, the Purchaser and / or Redeemer is not entitled to any refund, full or partial.

The Purchasers and / or Redeemers of vouchers accept that they will not be notified of amendment, withdrawal, and postponement or editing of course content.

In no circumstances will refunds be given for unredeemed or unwanted vouchers.

Gift voucher redemptions are not eligible for any promotional discounts, special offers or other incentives at any time.

Standard 2<sup>nd</sup> Class postage is included in the gift voucher price. Purchasers can opt for an expedited or secure mail service on request, but this cost must be paid by the Purchaser and no refunds will be issued for postage under any circumstances.

There is no requirement to return cancelled voucher purchases. The Company politely requests that any delivered vouchers are destroyed and that e-vouchers are deleted by the Purchaser upon cancellation. All cancelled vouchers will immediately become void and have no redemption value.

If the Client wishes to contact the Company by telephone regarding cancellation of an order, they will incur standard mobile network call charges. The Client can contact the Company by email ([enquiries@delightfultea.co.uk](mailto:enquiries@delightfultea.co.uk)) to arrange a time for the Company to telephone.

## **Course Fees, Schedules and Content**

The Company reserves the right to amend course fees without notice; however, if the Client has booked and paid for a class, they will not be required to pay a higher fee nor will a refund be issued if a course booked is offered at a reduced rate, or as part of a special offer or promotion.

The Company also reserves the right to make changes to course content without notice or consultation. Any such changes would be to enhance or improve the course, and therefore in the interests of the Attendees. The Company will however notify all booked Attendees of any changes deemed significant. The Company does not offer refunds on courses with amended content but will attempt to reassign the Attendee to an alternative course, if possible.

When booking a course, the Client is acknowledging the content, in accordance with the details provided on our website, and contained in the confirmation materials provided after booking. Any queries or doubts about course content, suitability, or clarification of the anticipated outcomes of the information imparted, should be made to the Company prior to booking.

The Company can add and / or remove courses from our schedule or vary the content at any time without notice or consultation.

The Company provides all equipment and ingredients for courses, but all said equipment and ingredients remain the property of the Company.

The Client acknowledges that course content is set and that tutors will only impart information as dictated by the nature of the course you have booked. Tutors are not obliged to provide additional help on topics which are not part of the agreed course content; any additional support is provided entirely at the tutor's discretion.

All course content, recipes, images taken at, and depicting, the Company's premises and staff, and any of the Company's branded materials, remain the property of the Company and Clients are not permitted to copy or disseminate this intellectual property under any circumstances. Clients and third parties may apply for permission to copy or disseminate information, images, materials etc. by contacting the Company in writing. The Company retains the right to refuse such requests without reason.

## **Health, Safety and Hygiene**

The Company takes hygiene very seriously and as such have guidelines to ensure Clients get the best from their experience. The Company therefore recommends that Clients wear suitable clothing and footwear and make use of the apron we provide. Clients may wear their own apron if preferred.

The Company maintains relevant food hygiene, health and safety and risk assessment documentation.

The Company does not accept responsibility for any discolouring or damage to clothing caused by activities associated with our courses, and recommend jewellery is removed and left at home for safekeeping.

Strong food dyes are present in the kitchen; the Company can provide gloves to protect skin but is not responsible for any discolouration to skin.

The Company recommends that Attendees tie up loose hair for safety and hygiene reasons.

The Company follows strict guidelines as recommended by the Food Standards Agency and were visited by Rochford District Council. The Company has been awarded a five-star food hygiene rating in 2016. Clients with any queries or concerns regarding the Company's food hygiene and safety record, may contact the Council for help and information. Contact details for Rochford District Council can be found by visiting its website. NOTE: The Company moved to new premises in November 2017; the Company awaits inspection by Southend-on-Sea Borough Council.

The Company's priority is its Clients' health and safety to ensure to ensure they enjoy their experience to the maximum. The Company therefore respectfully asks that all Clients comply fully with all instructions from our staff without question.

As with any kitchen environment, there are potential hazards. All classes are supervised, and the Company strives to ensure the working environment is safe; however, it cannot take responsibility for any injuries sustained from use of its kitchen or equipment and require Clients to take due care and attention when using its equipment or facilities. In the unlikely event of an incident or accident, Clients will be asked to complete and sign the relevant record of the event.

The Company is fully insured for its' Clients' safety, wellbeing and peace of mind.

### **Allergies and Intolerances**

The Company cannot guarantee its kitchen or off-site event venues to be allergen-free, so those with a sensitive allergy to nuts, nut by-products, gluten, lactose etc. need to assess whether the Company's courses are suitable. If in doubt, please contact the Company before booking. There is a list of known allergens available on the Company's website.

Products containing gluten and dairy products are present in the Company's kitchen at all times.

The Company can accommodate some intolerances such as lactose and gluten, with advance notice and agreement prior to booking. Please note, however, that as potential allergens are used and stored in its kitchen, the Company regrettably cannot take any responsibility for any allergic reactions etc. suffered during time spent at its kitchen.

## **Parking and Vehicles**

There is no parking for Students provided at our site. Details of parking options available are provided on our website and is contained in the information provided when booking.

The Company will bear no cost for Students / Clients parking under any circumstances.

## **Class Times, Latecomers and Departures**

Classes start at the advertised time, and visitors are advised to allow adequate time for their journey. The Student / Client is advised that they can arrive at our baking studio up to 30 minutes before the class commencement time. If the Client is aware that they will be late, then they should immediately contact the Company immediately. The tutor for the relevant class will consult with the other Attendees and, entirely upon their agreement, they may be able to delay the start by a maximum of 10 minutes. The Company cannot take responsibility for any aspect of the class missed by latecomers but will strive to impart all the information missed at some point during the session, at a time that doesn't affect the experience of other students and does not increase the published length of the course overall.

If the Client needs to leave a class early for any reason, they will not be entitled to a partial or full refund of any kind.

The above terms are applicable for all private tuition, children's party, hen party and other events both at the Company's premises and off-site.

## **Photography and Video**

To protect the privacy of all Attendees, Clients are welcome to take pictures of their own work but are politely requested not to take pictures of other Clients or their work. This also applies to staff, the lesson and their work. **The Company requests that no Attendees take video of the class at any time.** If the Client wishes to write about their class or about the Company, they can request to do this in advance of the session; the Company can then grant permission for photography or video. The Company retains the rights to and possession of any photographs, and also requires the opportunity to review and approve any written articles or publications prior to dissemination. From time to time the Company may ask to take photographs of a session but will seek permission from the entire group before doing so.

## **Special Offers, Competitions and Promotions**

Occasionally the Company may offer reductions, special offers and incentives. It reserves the right to withdraw a reduction, special offer or incentive at any time, without notice.

Any promotional codes must be used at time of first booking; no reductions will be made afterwards.

Promotional offers, discounts, special offers and incentives are not applicable to gift voucher redemption bookings.

### **Courses Taught by External Tutors / Companies**

The Company occasionally allows external tutors to use its facilities to teach their own courses and hold events. These courses and events are not the responsibility of the Company and all liability for course quality, content, tuition, materials, equipment and general Client satisfaction remains with the external tutor / company.

The Company rigorously vets any external tutors / companies using its facilities but cannot guarantee satisfaction under any circumstances. The Company will however, if made aware immediately and in writing, help Clients of external tutors or companies to investigate any problems or issues arising during a course. The Company will not provide any arbitration, legal advice or support, nor is it responsible for any costs associated with making a complaint regarding an external tutor / company.

The Company does not manage bookings, answer course queries, and provide information on or support to external tutor / company classes or events.

External tutors / companies manage all course fee payments, administration, course materials, ingredients and everything else relating to their classes / events. The Company has no control or jurisdiction over external tutor / company conduct of any of their marketing, teaching, administration or other activities at any time.

Classes / events cancelled by an external tutor / companies remain their sole responsibility - the Company is not responsible for any loss of earnings, inconvenience, disappointment etc. which results from cancellation or curtailment.

Clients attending an external tutor / company event or class agree in full to all the Company's terms and conditions and are bound by these at all times from booking until departure after the class / event.

All equipment, materials, appliances, fittings, visual images, logos and intellectual property remain the property of the Company.

The Company is not responsible for accident or injury sustained from use of equipment, ingredients, utensils etc. brought onto our premises by an external tutor / company.

The Company reserves the right to withdraw or cancel any course or event delivered from its premises if it deems fit. This will be done in the interests of the business reputation of the Company and for the benefit of its Clients.

### **General**

The Company's staff reserve the right to deny admission, eject or refuse tuition to any Attendee if that staff member deems that the Attendee or their behaviour presents a

hazard to the business or themselves, or affects the enjoyment of or poses a disruption to, other class delegates.

The Company's classes are primarily aimed at Clients aged 18 years or over, due to the nature of the equipment and techniques used. It requests that Clients aged 11 - 17 years old attending our adult sessions are accompanied by an adult guardian aged 18 years or older, also taking the same course on the same date. In some special cases and strictly by prior arrangement the Company can allow a guardian to oversee the lesson, on the agreement that they remain present for the entire duration but this is agreed on a case by case basis and with Company's sole discretion.

By prior arrangement the Company can sometimes accommodate younger guests under 11 years old but Clients must ensure that they make contact before booking to discuss and confirm suitability for the young person in question.

Course finish times are approximate and actual finish time will be based on the speed and ability of the entire group. Please bear this in mind when planning activities after a course.

The Client must ensure that they provide **accurate, current and regularly monitored contact details** when making bookings or buying gift vouchers – the Company cannot accept responsibility for inability to make contact with Clients regarding course confirmation, course details or updates.

Making an enquiry, booking a course or event, or buying a gift voucher means automatic inclusion on the Company's mailing list. All our email communications and newsletters allow recipients to opt out at any time; otherwise Clients should email [enquiries@delightfultea.co.uk](mailto:enquiries@delightfultea.co.uk) confirming their request to be removed from any contact lists the Company holds.

The Company does not share any personal information with third parties and take Client privacy very seriously.

The Company requests that Clients take due care and attention to ensure they do not damage any property whilst at its premises. Any damage brought about by Client negligence must be paid for.

Clients are entitled to take home the baked items made personally on the day of their course. They are not entitled to any other products, unless they are offered by staff. The Company recommends that any products taken away are correctly stored and consumed in accordance with the instructions given by the tutor. All goods made on the premises but consumed off the premises are done so entirely at the Clients own risk.

## **Data Protection and Privacy**

In accordance with GDPR (May 2018), the Company operates a stringent data protection policy. This policy ensures that all information received by the Company during the enquiries, booking and purchasing processes are securely stored.

When making a booking or purchase, either via the Company's website, by telephone or at its premises, the Client agrees the Terms and Conditions and therefore to their data being stored for the purposes of managing said booking / purchase. In accepting the Terms and Conditions, the Client is confirming that the Company can make contact regarding the specific booking / purchase only. The Company will not contact the Client for any other reason.

Unless the Client expressly requests addition to the Company's mailing list, they will not be included in any marketing undertaken by the Company.

Signing up to the Company's mailing list via a website link confirms consent to opt in to its marketing communications. Subscribers can opt out at any time via links contained in all email marketing materials.

All subscriber information is password protected.