

DELIGHTFUL TEA BAKE SCHOOL - TERMS AND CONDITIONS (08/23)

The information below details the terms and conditions of the contract between Delightful Tea Bake School (hereafter referred to as DTBS / we / our / us and the booker and / or purchaser (hereafter known as the client / participant / attendee).

Booking Policy (for group classes and courses)

Bookings are usually made via the DTBS website. Bookings made online require full payment at the time of purchase and processed using our current third party payment processor. Clients can request to make two interest-free split payments by contacting us by email to make arrangements. In general we cannot split payments for classes commencing within 21 days.

Telephone / email bookings require a 25% minimum deposit taken with our current third party payment processor with the balance paid no less than seven days before the event unless otherwise agreed in advance and confirmed on the invoice issued. Telephone / email bookings due to commence within 15 days will require a deposit payment of 50% with the balance paid no less than 7 days before commencement of the event, unless otherwise agreed in advance. tutor, staff or other students without their permission.

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At the time of booking, either online or by telephone / email, the client will be asked to confirm that they have read DTBS terms and conditions and agreed to them, must provide names of all other attendees if booking for more than one person and ensure that all attendees meet the minimum age requirements (or will be appropriately accompanied, as per our terms, please see individual course pages for details and our accompanied minor policy below). In all cases, the main client attending must be 18 years or older.

From receipt of payment and issue of booking confirmation until up to 30 days before commencement of the class or course, the client is entitled to change their mind for any reason. During this period, clients are entitled to amend their booking or request a refund to their original payment source. Refunds are handled by our payment processor and take between approximately five and seven working days.

To illustrate this please see below for the policies which apply in ALL CIRCUMSTANCES;

Up to 30 full days before commencement of the class or course - the client can transfer their booking to an alternative date or request a full refund.

Between 29 and 21 full days before commencement of the class or course - the client can request to cancel their booking and receive a refund of 80% of the fees paid (20% of the fee paid will be retained by DTBS to cover its costs)*

Between 20 and 14 full days before the commencement of the class or course- the client can request to cancel their booking and receive a refund of 65% of the fees paid (35% of the fee paid will be retained by DTBS to cover its costs)*

Between 13 and 7 full days before the commencement of the class or course - the client can request to cancel their booking and receive a refund of 50% of the fees paid (50% of the fee paid will be retained by DTBS to cover its costs)*

6 full days or less before commencement of the class or course - the client will be able to nominate another person to attend the class or course. No refunds will be issued.

*The client will not be permitted to transfer to another class / date unless they pay the appropriate balance fee.

Should a client be entitled to request a reallocation or a refund, full or partial, they MUST submit this request in writing to enquiries@delightfultea.co.uk. Only an email will be accepted as this will be date-stamped and used to assess any deduction due. Telephone / text / social media messages will not be accepted as a request and cases will only be considered from the date stamp on the email.

(N.B. A day starts at 00.00hrs and ends at 11.59hrs).

If an eligible refund is due via Square, then a fee of 2.5% will be deducted. DTBS covers this fee for client bookings but cannot absorb the cost for clients requiring a refund.

This policy is in place to enable DTBS to run its classes and courses viably. We cannot absorb the sustained financial losses and other impacts caused by individual health, childcare, work or other personal circumstances.

All requests for amendments to bookings and refunds outside this policy will not be refused. DTBS respectfully suggests that clients seek compensation for any losses from their insurer.

No Shows

A no show is defined as a client or attendee who does not arrive for the class or course or is more than 30 minutes late based on the advertised start time.

In all circumstances a no show will not receive any refund and will not be reallocated to an alternative date. We politely ask that clients do not request any reimbursement or reallocation in no-show cases, as refusal may cause offence.

In all circumstances no client will be entitled to a refund or reallocation after the commencement of the class or course.

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Postponements / Cancellations by DTBS

DTBS strives to ensure that classes proceed on the date advertised 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 clients booked on any affected class(es) or course(s). If DTBS must cancel a class or course then we will offer an alternative date or course option where possible or will issue a refund for the fees received. Refunds are handled by our current payment processor and take approximately five and seven working days.

DTBS does not in any circumstances accept responsibility for any costs incurred due to our cancellation of a course, including but not limited to, inconvenience / disappointment, childcare, travel expenses, annual leave loss etc, and recommends that clients acquire appropriate insurance should they require financial protection from any such loss.

Extraordinary Circumstances, Force Majeure, Pandemic and Acts of God

No refunds will be offered for dates which are forced to be cancelled due issues outside DTBS control (extraordinary circumstances / force majeure / pandemic / acts of God). Clients will be given the opportunity to select a new date / course within 12 months of the cancelled date or an open-ended DTBS gift voucher, to the value of that paid at the time of booking.

In all such circumstances including but not limited to those detailed above, DTBS is not liable for any costs incurred by the client due to cancellation of a class or course.

Contacting Our Clients

The client must ensure that they provide an accurate, current, and regularly monitored email address when making bookings or buying gift vouchers – DTBS cannot accept responsibility for inability to contact clients regarding course or purchase confirmation, important details or updates. Please note that we will only contact clients by the email address provided and welcome clients to contact us should they wish to update their email details.

We retain a record of all communications for reference.

Non-Standard Events (Private Tuition / Children's Parties / Hen Parties / Corporate / Private Activities)

Clients booking any non-standard event are bound by all our terms and conditions as stated in this document, aside from those covered in the specific section below.

To secure a non-standard event date the client must pay a non-refundable deposit of 25%. Until a deposit is received as cleared funds, the chosen date remains unsecured and thus available to other clients and we accept no obligation to honour unsecured bookings.

Whilst this deposit is non-refundable, the client can amend the date / start time of the booking up to seven days in advance subject to staff availability. Please note however that the total fee agreed remains payable and no reductions will be made for lower attendance.

Within seven days no changes can be made under any circumstances; includes date changes or reduction of attendee numbers. The client will not be entitled to any part reimbursement for individuals who do not attend the event.

Non-payment of the balance by its due date will result in cancellation of the event and the deposit paid will be retained by DTBS. The client will not receive any refund and will not be entitled to reschedule the event date.

Events due to commence in seven days or fewer will require full payment to secure the date. The event fee is non-amendable and non-refundable either in fully or partially.

For non-standard events the booker or primary client named on the invoice and booking information assumes responsibility for agreement to all our terms and conditions on behalf of all the attendees, whether the booker attends the event themselves or not.

Off-Site Events

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 unallocated and available to other clients. DTBS is not obliged to hold dates without an cleared deposit payment.

The balance for an off-site event is required no less than 14 days prior to the commencement date (unless otherwise authorised by us). Failure to pay the balance on time will result in cancellation of the event and we will retain the deposit.

Off-site events planned within 14 days of the commencement 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. In all cases the total fee will not be reduced should there be any amendments to the booking.

DTBS does not accept responsibility, full or partial, for any technical, mechanical, hygiene, maintenance or other issues which may arise at an off-site venue which may have an impact on our ability to deliver the service agreed. However, DTBS does strive to visit and assess off-site venues before the event date to mitigate against any such disruptions.

Gift Vouchers

Clients can buy gift vouchers for all classes online on our official website. These vouchers come in a range of denominations which can be mixed and matched to equate to the desired total or we can issue vouchers for any chosen value on request. There is no charge for standard UK postage via Royal Mail but the client accepts that this is a free, non-tracked service and we are not responsible for any delays or non-delivery after despatch.

Premium carriage can be provided at a cost; the client can request a quote for such a service and will be charged accordingly, however DTBS maintains it right to refuse liability for delays or non-delivery.

Vouchers are valid for 12 months from the date of purchase (not the delivery date) unless otherwise stated. DTBS will not notify the purchaser of the impending expiry of any voucher(s) and once the expiry date is reached, vouchers are invalid, cannot be redeemed and no 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 an activity. Occasionally DTBS can offer some flexibility, but this is entirely at our discretion and will be offered on a case by case basis.

Voucher(s) have no monetary value and are only redeemable against available DTBS products.

Once the purchaser has paid for gift voucher(s) via our website, they will receive a receipt from our payment processor. The client has a cooling off period of 72 hours during which they can request a full or partial refund for their purchase.

Once payment is received and cleared, we will arrange despatch of the order to the address as provided by the client; our aim for despatch by post is 48 hours maximum, but please note that this may be slower at busy times. It is the responsibility of the client to supply accurate postage details – DTBS cannot accept responsibility for inaccurate address details resulting in delays or non-delivery.

If the recipient selects a course to a value lesser than the value of the voucher(s), no cash amount will be given for the difference. The remaining balance can be redeemed as full or partial payment for another course, within the validity period of the voucher(s).

Should voucher(s) be purchased for a specific class or course, which at the time of redemption is not available through over-subscription, or is postponed or withdrawn, the client is not entitled to any refund, full or partial. The same applies to classes or courses which are revised or rewritten in order to improve attendee experience and learning outcomes. DTBS reserves the right to postpone, rewrite or withdraw a course at its discretion.

Gift vouchers are valid for the amount as stated when purchased. Therefore any increase to course fees will need to be paid in addition to the gift voucher face value.

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

Course Fees, Schedules, Class / Course Content or Student Numbers

DTBS reserves the right to amend fees, schedules, class / course content and student numbers 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, as part of a special offer or promotion, or if the content has changed in any way.

DTBS will strive to notify the client of any material amendments to the course / class that would significantly impact them or the attendee they have booked on behalf of but will not offer refunds on courses with amended content. Attendees will be permitted to transfer to another class is preferred; if the new course price is higher then the difference must be paid before the booking can be

confirmed. If the balance of the new class is lower, the difference will be provided as a gift voucher, valid for 12 months from the date of issue.

Provisions / Inclusions for Classes & Courses / Intellectual Property

DTBS provides all equipment and ingredients for courses, but all said equipment and ingredients remain our sole physical property.

Tutors are not obliged to provide additional help on topics which are not part of the agreed course content or beyond the scope of the learning outcomes as described in the course information. Any additional support or information unrelated to the course content is provided entirely at the tutor's discretion.

All course content, recipes, images taken at, and depicting, the our work, premises and staff, and any of its branded materials, remain the sole intellectual property of DTBS.

Clients are not permitted to copy or disseminate our intellectual property under any circumstances. This includes all learning materials and information provided in the class, as well as printed information taken away from the premises. Clients must not share or teach DTBS learning materials for professional purposes or financial gain.

Clients and third parties may apply for permission to copy or disseminate our intellectual property in the form of learning materials, knowledge transfer, images etc by contacting DTBS in writing.

DTBS retains the right to refuse any such requests without reason.

Health, Safety & Hygiene

DTBS takes hygiene very seriously and as such have guidelines to ensure clients get the best from their experience. We therefore recommend that clients wear suitable clothing and footwear and make use of the apron we provide. Clients may wear their own apron if preferred. On multi day courses we politely request clients using their own apron to provide a clean one for the commencement of each session.

DTBS does not accept responsibility for any discolouration or damage to clothing or personal effects caused by activities associated with our courses, and recommend jewellery is removed and left at home for safekeeping. We are not liable for any damage or loss of personal property whilst on our premises.

Our priority is client health, safety and well-being to ensure they enjoy their experience safely. We 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 DTBS strives to ensure the working environment is safe; however, we cannot take responsibility for any injuries sustained from use of its kitchen or equipment and require our clients to take due care and attention when using our 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. This will enable us to manage and deal with any subsequent outcome of an incident or accident in the appropriate manner.

DTBS is fully insured for our clients' safety, wellbeing and peace of mind.

Allergies & Intolerances

All DTBS recipes may contain known allergens, either directly in specific products such as flour, dairy products and nuts, but also in products which are manufactured or stored with such products. We therefore cannot guarantee its kitchen or off-site event venues to be allergen-free, so those with an intolerance or allergy need to assess whether DTBS events suitable for them; there is a list of known allergens which may be present in all on-site or off-site recipes is available on our website for reference. In all cases, clients with allergies must contact us before booking in order to discuss whether a class is appropriate or safe for them to attend.

We can sometimes make minor and limited adjustments to some recipes to enable clients with intolerances to attend with advance notice and consent prior to booking. The client will be asked to sign a waiver agreement in order to mitigate our risk in accommodating an allergy or intolerance.

DTBS does not accept liability for any episodes brought about by an allergy or intolerance whether or not they have been notified of it in advance. A client's attendance in respect of allergies or intolerances is entirely at their own risk.

Regretfully we cannot amend ingredients to accommodate for personal preferences as this would intrinsically affect our ability to run the class or course normally for all the attendees.

Parking & Vehicles

There is no parking for clients or staff available at our site. Details of parking options available are provided on our website and is contained in the information provided when booking. The client is responsible for all travel and parking costs and any penalty charges accrued.

Class Times, Latecomers & Departures

Classes start promptly at the advertised time, and visitors are advised to allow adequate time for their journey, including contingency for delays for any reason, including weather conditions, travel disruption or personal circumstances.

Clients are advised that they can enter our baking studio up to a maximum of 15 minutes before the class commencement time. Prior to this they will be asked to wait outside.

If a client is aware that they may / will be late, then they should immediately contact DTBS by telephone ensuring they leave a message as the team will be preparing for the class and cannot always answer immediately.

Unfortunately lateness by one or more members of the group delays and disrupts the class for other attendees who have arrived on time; for this reason we reserve the right to refuse admission where it is felt that that late entrance will impact negatively on the experience of those present. No admissions will be allowed after 30 minutes from commencement of the class. Latecomers must accept that in some cases they will miss part of the entire content of the class if they arrive late and in some cases a member of the team will start their work to enable them to participate appropriately at the same pace as other attendees.

If a client needs to leave before the class has officially ended 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 our premises and off-site.

Class finish times are approximate and based individually on the size of the group attending and the pace at which the group works as a whole. Therefore classes may finish earlier or later than advertised but we aim to finish as close to the advertised time as possible.

Photography & Video / Social Media

To protect the privacy of all participants, clients are welcome to take pictures of their own work but are politely requested not to take pictures of other participants or their work without permission. This also applies to staff, the lesson, and their work.

If a client wishes to write about their class or about DTBS, they can request to do this in advance of the session; we can then grant permission for photography or video. We reserve the right to review all material before publication and to request its deletion if deemed unsuitable for any reason.

DTBS retains the rights to and possession of any photographs and requires the opportunity to review and approve any written articles or publications prior to dissemination. From time-to-time DTBS may ask to take photographs / video of a session but will seek permission from the entire group before doing so.

Special Offers, Competitions & Promotions

Occasionally we may offer reductions, special offers and incentives or run competitions. Offers etc cannot be used retrospectively and once a booking is made, no refunds will be given.

Any prize offered in a competition will be subject to its own specific terms and prizes have no monetary value.

We reserve 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.

Courses Taught by External Tutors / Companies

DTBS 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 DTBS and all liability for course quality, content, tuition, materials, equipment, and general client satisfaction remains with the external tutor / company.

We rigorously vet any external tutors / companies using our facilities but cannot guarantee satisfaction under any circumstances. DTBS 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. We will not provide any arbitration, legal advice, or support, nor are we responsible for any costs associated with making a complaint regarding an external tutor / company.

Clients attending an external tutor / company event or class agree in full to our terms and conditions and are always bound by these from initial booking until departure after the class / event.

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

DTBS 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 DTBS and for the benefit of our clients.

Other General Terms

DTBS classes are aimed at clients aged 16 years or over, due to the nature of the equipment and techniques used. However, some classes are suitable for younger guests as stated on the individual course information. Attendees aged 15 or under must be accompanied by a full-paying, participating adult aged 18 years or over.

Please note that due to space constraints and the comfort of all participants, it is rare that we will be able to accommodate non-paying / non-participating spectators. Should a client wish to attend with a support person, we can only do so with prior communication and agreement. This enables us to manage space appropriately for all attendees.

Clients with particular physical or sensory needs are welcome to join any class, but we respectfully ask that the client or their representative contacts us before booking to discuss how we can help make their visit as comfortable as possible. We aim to make all reasonable adjustments to make our classes as accessible as possible to all.

DTBS requests that client 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 before departure from the session.

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. DTBS 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 client's own risk.

Data Protection & Privacy

In accordance with GDPR (May 2018), we operate a stringent data protection policy. This policy ensures that all information received by DTBS during the enquiries, booking and purchasing processes is securely stored and only retained for administrative purposes.

When making a booking or purchase, either via our website, by telephone / email or at our premises, the client agrees the Terms and Conditions and therefore to their data being stored for the purposes of managing bookings / purchases. In accepting the Terms and Conditions, the client is confirming that we can make contact regarding the specific booking / purchase / specific post-event feedback only.

Unless a client expressly requests addition to our mailing list, they will not be included in any marketing or communications undertaken by DTBS.

Signing up to our mailing list via a weblink or form confirms consent to opt into its marketing communications. Subscribers can opt out at any time via links contained in all subscriber-related email marketing materials.

All client / subscriber information is password protected.