

## **Booking Terms and Conditions for Classes**

These are the terms and conditions under which Bridge House Media Limited (a private limited company registered in England and Wales under company number 04956297 whose registered offices are at 75 Kenton St, London WC1N 1NN) ("**we/us/Mrs Portly's Kitchen/the school**") provides educational course(s) to you.

The information shown to you as part of the booking process and these terms and conditions comprise a legally binding contract between you and Bridge House Media Ltd.

### **1. Introduction**

- 1.1 If you purchase a product on our site you agree to be legally bound by these terms and conditions.
- 1.2 Each order placed by you shall be an offer to purchase a product subject to these terms and conditions
- 1.3 You place an order on the site by adding your selected product to your "Basket". Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.
- 1.4 When you place your order at the end of the online checkout process (eg when you click on the 'buy now' button), we will acknowledge receipt of your order by email. This acknowledgement does not, however, mean that your order has been accepted.
- 1.5 We may contact you to say that we do not accept your order.
- 1.6 We will only accept your order when we email you to confirm our acceptance (**Confirmation Email**). At this point a legally binding contract will be in place between you and us.
- 1.7 If you are under the age of 18 you may not purchase products through this site because you are too young. However, under 18's are allowed on our courses, provided that you are at least 16, your booking is completed and paid for by an adult and you are accompanied at the course by a paying adult.
- 1.8 Please notify us of any change in the contact details provided as these will be used for all correspondence.
- 1.9 We reserve the right to amend these terms and conditions at any time, but any changes shall not affect an order that we have already accepted.

### **2. PRICE AND PAYMENT**

- 2.1 The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 2.2 for what happens if we discover an error in the price of the product you order.
- 2.2 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where a product's correct

price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

2.3 We may increase our prices at any time but any increase will not affect any order which has already been accepted by us.

2.4 All payments for products ordered through our website are taken via PayPal. Once you have selected your product and clicked on the 'buy now' button you will be directed to PayPal to make the payment.

### **3. LIMIT ON OUR RESPONSIBILITY TO YOU**

3.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

- (a) losses that:
  - (i) were not foreseeable to you and us when the contract was formed; or
  - (ii) that were not caused by any breach on our part;
- (b) business losses; and
- (c) losses to non-consumers.

### **4. HOW WE MAY USE YOUR PERSONAL INFORMATION**

1. We will only use your personal information as set out in our privacy policy.

### **5. SPECIFIC TERMS**

2. The terms in this "Specific Terms" section apply certain types of purchases only, as explained in more detail below.

#### **3. Courses**

5.1 We must receive payment in full from you and you must receive a Confirmation Email from us confirming your order before you or any of your party can attend a course.

5.2 Places on our courses are available on a first-come, first-served basis upon receipt of full payment and otherwise in accordance with these terms and conditions.

5.3 Students must be at least 16 to attend a course. Anyone under 18 must be accompanied by a paying adult.

5.4 Course content may be subject to variations.

- 5.5 Occasionally we may have to cancel or postpone a class due to unavoidable circumstances outside of our control or if a class is under-subscribed. In such a case we will notify all confirmed attendees as soon as possible and offer either a transfer to another class or a full refund. We will not refund any other costs you may have incurred such as travel or accommodation.
- 5.6 The consumer right of cancellation does not apply to the booking of courses. You are therefore not entitled to cancel any of our courses and obtain a full refund in respect of them if you no longer can or want to attend them.
- 5.7 However, we do permit the transfer of your booking to someone else, as set out in clause 5.8 below. If you do need to cancel your attendance at a course, clauses 5.9 and 5.10 will apply.
- 5.8 If you cannot attend a class you may send someone else in your place. Please let us know the name of the attendee at least 48 hours in advance of the class.
- 5.9 You can cancel your booking for a course and receive a full refund if we have received written notice of cancellation at least 60 days before the start of the course.
- 5.10 If you cancel your booking for a course with less than 60 days' notice, you will only receive a refund if we are able to resell your place. If we are successful in reselling your place we will refund you the cost of the course, less an administration fee of £25.00. If we are unsuccessful in reselling your place you will receive no refund.
- 5.11 We strongly recommend that you obtain appropriate travel insurance prior to placing an order for any courses to cover you in the event that you cannot attend a course for unforeseen reasons.
- 5.12 Please let us know if you have any food allergies or mobility issues. It is your responsibility to let us know of any allergies, intolerances, or physical disabilities as far as possible in advance. We can not be held responsible for any issues arising from not being informed in advance. While we try to accommodate everyone irrespective of such issues it is not always possible to substitute ingredients on some courses. If you do not tell us until the day of the course, it may not be possible to accommodate your needs and you will still be charged for the course. If you withdraw your consent to our use of your special category data (see our Privacy Notice) we will not be able to provide the course to you because we will no longer be able to fulfil your requirements, and you may still be charged for the course.
- 5.13 Please also be aware that courses are held in a 16th century house with numerous steps and levels and are therefore unsuitable for anyone in a wheelchair or with other serious mobility issues.
- 5.14 Photographs may be taken throughout the course that we may share on social media, on our website or in advertising. No personal details will ever be published with the photographs. Those who do not wish to be photographed must inform us in advance and are responsible for removing themselves from group photographs
- 5.15 Car parking is available for guests' use. Cars are parked at the owners' risk. No responsibility can be accepted for loss of property or damage to vehicles whilst on site
- 5.16 Smoking is not permitted in any part of the house. You are welcome to smoke outside

5.17 We reserve the right to eject, without notice, guests whose behaviour is unacceptable or may endanger or offend others. In such circumstances no refunds will be made

## **2. GIFT VOUCHERS**

5.18 Following payment on our website, you will be sent an email confirmation and printable voucher.

5.19 If you would like a printed voucher posted to you or a recipient please email [mrsportlyskitchen@gmail.com](mailto:mrsportlyskitchen@gmail.com).

5.20 Gift vouchers can only be redeemed in advance of booking a course by emailing or telephoning Mrs Portly's Kitchen Classes with the details of the class(es) of choice and stating your voucher number. Gift vouchers cannot be redeemed online.

5.21 The Specific Terms relating to Courses as set out above apply to all bookings made with a gift voucher.

5.22 Gift vouchers are not refundable in any circumstances but are transferable to another person. They are not redeemable for cash.

5.23 Please notify us of any change in the contact details provided as these will be used for all correspondence

5.24 Gift vouchers will be valid for one year from date of purchase

## **3. ACCOMMODATION TERMS AND CONDITIONS**

5.25 Accommodation is only available for course attendees. We regret that non-paying partners or friends cannot be accommodated

5.26 Check in for guests arriving the night before a course is 4pm. For guests staying the night after a course, please arrive at the start time for your class; if you arrive earlier we will be unable to attend to you. We ask that you please vacate your rooms by 10 am on the day of departure

5.27 Accommodation is booked on a first-come, first-served basis upon receipt of full payment and otherwise in accordance with these terms and conditions. You will receive confirmation of your reservation and receipt of payment by email.

5.28 The consumer right of cancellation does not apply to the booking of accommodation. You are therefore not entitled to cancel any accommodation and obtain a full refund if you no longer want to stay.

5.29 You can however cancel your accommodation booking and receive a full refund if we have received written notice of cancellation at least 60 days before the date you are due to stay.

5.30 If you cancel your booking with less than 60 days' notice, you will only receive a refund if we are able to resell your room. If we are successful in reselling your room we will refund you the cost of the room, less an administration fee of £25.00. If we are unsuccessful in reselling your room you will receive no refund.

- 5.31 We strongly recommend that you obtain appropriate travel insurance prior to placing an order for accommodation to cover you in the event that you cannot stay for unforeseen reasons.
- 5.32 If you have transferred your course booking to another person, you may also transfer an accommodation booking to them also. Please let us know the name of the attendee at least 48 hours in advance of their stay.
- 5.33 Should it become necessary for us to cancel a booking we will notify you immediately. Any payments made will be refunded in full.
- 5.34 If a booking is taken out for a specific room and the room reserved is unavailable via circumstances beyond our control, we reserve the right to transfer the booking to another room. If the substitute room is cheaper in price we will refund the difference
- 5.35 We have a policy of inclusivity and try to welcome everyone. However, due to the construction of the house, which is a 16th century Listed Building with many stairs, differing levels and sometimes uneven flooring, it is unsuitable for anyone with a wheelchair or who is otherwise subject to severe mobility issues. Please check with us before booking.
- 5.36 Please take care of our home and property. You are responsible for and liable for any damage and breakages. Accidents happen and we don't normally charge for damage, but we reserve the right to charge for repair or making good if the damage is significant.
- 5.37 Evening meal reservations: there are a number of dining options within a short drive of the house but we would be happy to include you in our family supper if you are booking an overnight stay. An additional fee will be payable. Please enquire at the time of booking and inform us of any allergies/food intolerances/likes and dislikes and we will try to accommodate you. If a pre-booked evening meal is not taken for any reason, we regret that the cost of the meal can not be refunded
- 5.38 Lost property: we are happy to return items that have been left following departure but reserve the right to charge postage and packing
- 5.39 Smoking is not permitted anywhere in the house. You are welcome to smoke outside.
- 5.40 We reserve the right to eject, without notice, guests whose behaviour is unacceptable or may endanger or offend others. In such circumstances no refunds will be made
- 5.41 Please note that we have two very friendly cats. If you have an allergic reaction to them, this is probably not the house for you.

## **6. GENERAL**

- 6.1 You acknowledge and agree that all intellectual property rights (including, but not limited to, copyrights (including rights in software), trademarks, database rights, patents and inventions) in and relating to the service are owned by us and our licensors or contractors. Nothing in this agreement operates to transfer any such intellectual property rights to you.
- 6.2 We reserve the right to assign or sub-contract any of our rights and obligations under this agreement without notice to you.

- 6.3 If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction, the other provisions shall nevertheless remain in full force and effect.
- 6.4 These terms and conditions are governed by the laws of England and the parties hereto submit to the exclusive jurisdiction of the English courts.