



2 Phillows barns, Hammonds Road, Little Baddow, Essex CM3 4BG  
T: 0800 7566805 E: office@annsmartschool.com

# Terms and Conditions

By booking a course you are deemed to have accepted these terms and conditions.

## 1. INFORMATION ABOUT US

E: [www.annsmartschoolofcookery.com](http://www.annsmartschoolofcookery.com)

Our trading address is 2 Phillows barns, Hammonds Road, Little Baddow, Essex CM3 4BG

## 2. YOUR STATUS

By placing an order to attend a course through our site, you warrant that you are legally capable of entering into binding contracts and are at least 18 years old. You must notify us at the time of placing an order to attend a course if you intend to write a review of the course for commercial dissemination.

## 3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

After we receive your enrolment form, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to purchase our services. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that you have successfully been enrolled on the course specified (Confirmation). The contract between us (Contract) will only be formed when we send you that Confirmation. If no place is available on the course specified we will contact you to discuss an alternative date. We reserve the right to refuse any order.

## 4. CONSUMER RIGHTS

**4.1** If a Contract is entered into between us at a date that is less than 14 working days before the date of the course in question, you agree that the services can be provided before the end of the 14th day and that your right to transfer the Contract will cease.

**4.2** In order to transfer the Contract you may:

**4.3. a)** hand deliver or send by post a letter to Ann's smart school of cookery, 2 Phillows barns, Hammonds Road, Little Baddow, Essex CM3 4BG or

**4.3. b)** send an e-mail to [office@annsmartschool.com](mailto:office@annsmartschool.com).

**4.4** You agree that the services that are the subject of a Contract may be provided more than 30 days after the date of our receipt of your enrolment form.

**4.5** The agreement can be transferred with 14 days' notice prior to class date, after which time, fees will apply.

**4.6** All courses are non-refundable.



2 Pillows barns, Hammonds Road, Little Baddow, Essex CM3 4BG  
T: 0800 7566805 E: office@annsmartschool.com

## **5. FEES AND PAYMENT**

**5.1** The fees for the course are as quoted on our site from time to time, except in cases of obvious error.

**5.2** Unless you are paying by pre-purchased vouchers, payment must be made by credit or debit card. We will not charge your credit or debit card until we send you the Confirmation. If your credit or debit card does not remit the full sum requested to us at the first time attempt we may

cancel the Contract immediately by sending you an e-mail. Pre-purchased vouchers must be used within the period for which they were purchased. Promotional vouchers are not transferable nor can they be cancelled and refunded.

## **6. OUR CANCELLATIONS AND REFUNDS POLICY**

**6.1** If you validly cancel a Contract in accordance with paragraph 4, we will refund to you the full fees paid by you, as soon as possible. The refund will be made by whichever means you originally made payment.

**6.2** In circumstances that are not covered by paragraph 4, if you cancel the Contract we will make the following refunds of fees paid by you depending on when notice is received by us:

**6.2. a)** more than 42 days before the course: 95%

**6.2. b)** between 41 and 22 days before the course: 50%

**6.2. c)** 21 days or less before the course: 0%, or

Failing to cancel or request a transfer of the course within 14 days will result in additional fees - £20 per person.

You are advised to take out insurance cover against the risk of having to cancel a Contract.

**6.3** If we cancel the course that is the subject of the Contract for any reason we will seek to organise an alternative date within a reasonable period of time. If this is not possible, or you are unable to attend on an alternative date, we will refund to you 100% of the fees paid by you.

## **7. YOUR OBLIGATIONS**

**7.1** You are responsible for ensuring that the details you submit on the enrolment form are correct and up to date. In particular you must inform us of any food allergies or dietary requirements. You must notify us of changes to your details.

**7.2** Your right to remain on the course premises is subject to your compliance with all instructions given to you by us, your compliance with health & safety requirements, a reasonable standard of cleanliness (in light of the fact that you will be handling food) and appropriate standards of behaviour.

**7.3** You shall compensate us against any damage you may cause to the course premises (fair wear and tear accepted), for any claims we may suffer from another course participant if any claim is caused by your breach of paragraph 7.2 and for any items that you may remove without our consent.



2 Phillows barns, Hammonds Road, Little Baddow, Essex CM3 4BG  
T: 0800 7566805 E: office@annsmartschool.com

## **8. OUR LIABILITY**

**8.1** We will provide the course that is the subject of a Contract with reasonable skill and care.

**8.2** While we will endeavour to provide our services in all material respects in accordance with our promotional materials we reserve the right to make variation to the dishes advertised if ingredients are not available and to alter the location of the course if our venue is unavailable for any reason or not suitable for a particular course. You will be notified if this is the case. If for any reason a change in location means that you are unable to attend the course in question, we will use reasonable endeavours to accommodate you on an alternative date, or we will refund the fees paid.

**8.3** Our liability in connection with each Contract is limited to the fees paid by you for the course in question. We accept no liability for any loss of income or revenue, loss of profits or contracts, or for any indirect or consequential loss or damage that you may suffer as a result of our breach of contract or negligence, even if foreseeable.

**8.4** Paragraph 8.3 does not exclude or limit in any way our liability:

- (a)** for death or personal injury caused by our negligence;
- (b)** under section 2(3) of the Consumer Protection Act 1987;
- (c)** for fraud or fraudulent misrepresentation; or
- (d)** for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

**8.5** If the performance of our obligations under the Contract is prevented or delayed by any act or omission by you or by any other customer, we shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

## **9. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

## **10. NOTICES**

All notices given by you to us must be given to Ann's Smart School of Cookery, 2 Phillows Barns, Danbury, Essex, CM3 4BG or office@annsmartschool.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Except in the case of any



2 Phillows barns, Hammonds Road, Little Baddow, Essex CM3 4BG  
T: 0800 7566805 E: [office@annsmartschool.com](mailto:office@annsmartschool.com)

notice you might give to us under paragraph 4, or that we may send you under paragraph 9, which shall be deemed received by you on the day it was sent, any notice will be deemed received and properly served 24 hours after an e-mail is sent, or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

#### **11. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

#### **12. STATUTORY RIGHTS**

Nothing in these terms and conditions affects or limits your statutory rights.

#### **13. FORCE MAJEURE**

We shall have no liability to you under the Contract if we are prevented from, or delayed in, performing our obligations under the Contract, or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

#### **14. DATA PROTECTION**

We will process any personal data you may submit to us, whether through the enrolment form or otherwise, strictly in accordance with our [privacy policy](#).

#### **15. COMPLAINTS**

You should send any complaint you have regarding the course to The smart school of cookery, 2 Phillows Barns, Hammonds Road, Danbury, Essex, CM3 4BG or by e-mail to [office@annsmartschool.com](mailto:office@annsmartschool.com)

#### **16. ATTRIBUTIONS AND FILMING**

**16.1** If you send us a letter or other communication regarding your enjoyment of the day, please notify us if you do not wish it to be used on our website or in other promotional materials that we may prepare to advertise and promote our courses and other services. If you do not so notify us, you grant us a license to use such letter or communication (or part of the same) on our website or in other promotional materials and to identify you as the source.



2 Phillows barns, Hammonds Road, Little Baddow, Essex CM3 4BG  
T: 0800 7566805 E: office@annsmartschool.com

**16.2** We may, from time to time, take photographs or film the course for use as promotional material (including on our website). By attending the course you consent to our taking such photographs and/or making such film, and you further irrevocably consent to our using such photographs or film free of charge for promotional purposes in our promotional materials from time to time without the need to seek further approval or consent. Under no circumstances will children be photographed or filmed. You acknowledge that you have no proprietary rights in any such materials.

#### **17. ENTIRE AGREEMENT**

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

#### **18. LAW AND JURISDICTION**

Any Contract between us will be governed by English law. Any dispute arising from, or related to, such Contract shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.