

SHORT COURSE

TERMS AND CONDITIONS OF LEITHS SCHOOL OF FOOD AND WINE

1. TERMS

1.1 These are the terms and conditions on which Leiths School of Food and Wine Limited (a private limited company registered in England and Wales under company number 02922474 whose registered office and trading address is at 16-20 Wendell Road, London W12 9RT) ("**we/us/Leiths/the School**") provides educational course(s) to you. Please read these terms carefully before you book a course.

2. OUR CONTRACT WITH YOU

2.1 The information shown to you as part of the booking process, the School Rules and Procedures provided by the School and these terms and conditions comprise the legally binding contract between you and Leiths ("the Contract").

2.2 The Contract will come into existence on the date of the booking ("the Booking Date").

3. FEES AND PAYMENT

3.1 All fees must be paid in full at the time of booking.

3.2 We accept payment of fees by credit card or debit card. If you wish to pay fees by bank transfer, you should contact the School by email before making a booking.

4. VOUCHERS

4.1 Open gift vouchers are valid for one year. Courses must be booked within that period (although the course date/course start date ("Course Date") may be after the expiry of that period).

4.2 When booking a voucher for a specific course, you will be required to give the name and contact details of the person attending the course, along with any special instructions (eg allergies) and specific needs. An email will be sent to the recipient of the voucher (using these contact details) before the Course Date giving details of the course and attaching our terms and conditions and School Rules and Procedures. The voucher recipient will be asked to confirm the recipient's agreement to the terms and conditions and School Rules and Procedures. If the recipient fails to give this confirmation, Leiths will be entitled to refuse to allow the recipient to attend the course.

5. ALLERGIES AND SPECIFIC NEEDS

5.1 Leiths will try to adapt their courses to suit an individual's allergies and specific needs. However, this will not be possible for every course. To determine whether a course can be adapted for allergies and/or specific needs and to what degree, you should contact the School by email before making a booking. You should also read our statement on allergies on our website.

5.2 You must give details of your allergies and specific needs as part of the booking process.

5.3 All requests for adaptations to courses to accommodate specific needs must be made to the School by email not less than one week before the Course Date. Failure to do so could result in Leiths refusing to allow you to attend the course.

6. YOUR RIGHTS TO END THE CONTRACT

- 6.1 You may cancel the Contract at any time up to one week before the Course Date. You can do this by letter or email. In these circumstances the School will refund all fees paid by you within 14 days of receiving your cancellation, less an administration charge of £10 for one session courses or £25 for multi-part courses (unless you ask the School to credit the fees paid by you towards another course instead of seeking a refund and you book that other course or unless your cancellation falls within the terms of clause 6.3). We will provide a written acknowledgement as proof of our acceptance of the cancellation. Cancellation is effective from the date on which we receive your written notice of cancellation. Fees can only be refunded to the card/person who booked the course.
- 6.2 After the final date for cancellation under clause 6.1 has passed, you can not cancel the Contract (unless you are still able to cancel the Contract under the terms of clause 6.3 below and follow the cancellation procedure set out in that clause), but:
- (a) if you notify the School by letter or email that you do not wish to attend the course more than two full working days before the Course Date, the School will credit the fees paid by you towards another course provided that you book that other course, subject to payment by you of an administration charge of £25;
 - (b) for one day courses only, you may send someone to attend the course in your place provided that all necessary information is given to the School (name, address, email, phone number, information on any allergies or specific needs).
- 6.3 Notwithstanding any of the above clauses, during the period of 14 days from the Booking Date (provided that the course has not completed), you may cancel the Contract and withdraw from the course by notifying us during this period. You can do this by phone, post or email, or by completing the form attached to these terms and conditions. In these circumstances, the School will refund all fees paid within 14 days of receiving your cancellation save that, if you have started to attend the course, the School will be entitled to charge you for the services that it has provided to you prior to your cancellation. We will provide a written acknowledgement as proof of our acceptance of the cancellation. Cancellation is effective from the date on which you send us your notice of cancellation.
- 6.4 You may end the Contract at any time by letter or email if we breach the Contract in any material way and fail to remedy that breach within 14 days of you asking us to do so by letter or email, or we enter into liquidation or have an administrator or receiver appointed over our assets.

7. OUR RIGHTS TO END THE CONTRACT

- 7.1 We may end the Contract at any time by letter or email if:
- (a) you do not make any payment to us when it is due;
 - (b) you cease to attend the course (other than following your permitted cancellation as set out above);
 - (c) your behaviour does not conform with the School Rules and Procedures or has not conformed with any applicable School rules in the past;
 - (d) at any time (including on booking) you provide us with information which is inaccurate, incomplete or misleading or fail to provide us with information on request which may affect your ability to complete the course;
 - (e) during the course you develop a medical condition or take medication which is a barrier to learning (see School Rules and Procedures) and in order to make the necessary adjustments to safely accommodate you on the course Leiths would have to incur additional time and expenses that would be unreasonable in the circumstances.

- 7.2 If the Contract is ended as set out above, we will not be required to refund the fees paid by you.
- 7.3 The School will be entitled to cancel any course or any part of a course at any time subject to repayment of all fees in respect of the course or part of the course which has been cancelled.
- 8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 8.1 If we fail to comply with the terms of the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of such failure, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.
- 8.2 We will not be liable for any failure or delay in performing any of our obligations under the Contract where that failure or delay results from any event that is beyond our reasonable control, such as power failure, third party industrial action, fire, flood and acts of terrorism. If any such event occurs that is likely to adversely affect our performance, we will inform you, our obligations will be suspended, and, if such suspension lasts for more than a week, you can cancel the Contract by letter or email and we will refund the fees paid by you within 14 days of receiving your cancellation save that the School will be entitled to charge you for the services that it has provided to you prior to your cancellation.
- 8.3 We do not exclude or limit in any way our liability to you for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation, or for failure to provide our services with reasonable care and skill or in accordance with information provided by us about Leiths or our services.
- 8.4 Nothing in these terms and conditions seeks to exclude or limit your legal rights as a consumer.
- 9. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 9.1 We will process the personal information that you provide to us in accordance with all applicable requirements of (i) unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018 and our Privacy Policy (which is available on our website).
- 9.2 We will use the personal information you provide to us:
- (a) to provide the course to you;
 - (b) to process your payment for the course;
 - (c) if you agreed to this in the booking process, to give you information about similar courses that we provide (but you may stop receiving this at any time by contacting us);
 - (d) in the event that it is necessary in order to avoid risk of harm to you or another person at the School.
- 9.3 We will only give your personal information to third parties in accordance with our Privacy Policy or where the law either requires or allows us to do so.
- 9.4 Photographs will occasionally be taken of students during their cooking sessions and extra-curricular events at the School. These photos may be used for our marketing materials or on our social media channels in accordance with our Privacy Policy. Your permission to use any such photograph will be requested at the time that the photo is taken. Please email marketing@leiths.com if you wish to discuss this further. We will always respect your decision not to be featured if this is your preference.

9.5 By using the #leithsdiplomalife hashtag, you agree to your photos being eligible for reposting on the official Leiths Instagram page. You will be tagged and credited for your photo and your food if photos are submitted in this way. Any food photographed by the Leiths marketing team and featured on the Leiths social media pages will be credited to the student who prepared it if the credit is requested.

10. GENERAL

10.1 All course documentation, materials, recipes, logos and branding are the property of Leiths and may not be copied or distributed by you without the prior written consent of Leiths.

10.2 Each of the provisions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, invalid or otherwise unenforceable, those provisions shall be deemed severed from the remaining provisions and such remaining provisions will continue in full force and effect.

10.3 Even if we delay in enforcing the Contract, we can still enforce it later. For example, if you fail to make a payment and we do not chase you but we continue to provide the course, we can still require you to make the payment at a later date.

10.4 The termination of the Contract will not extinguish any claim that has already arisen.

10.5 You may not transfer any of your rights under the Contract to any other person without our written permission.

10.6 These terms are governed by English law and you or we can bring legal proceedings in respect of the course in the English courts.

10.7 Save where expressly stated otherwise, where these terms and conditions provide for you to contact the School by email, you must do so using bookings@leiths.com.

Schedule
Cancellation Form

*(Complete and return this form **only** if you wish to withdraw from the contract)*

To Leiths School of Food and Wine Limited , 16-20 Wendell Road, London W12 9RT Tel: 020 8749 6400 Fax: 020 8746 9495 Email: bookings@leiths.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for provision of the following course:

..... *(Course title)* *(Course start date)*

Name:

Address:

Signature:

Date:

[*] Delete as appropriate