Leiths Short Course Terms & Conditions

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Lead for review:	Commercial Director
Notable changes:	

Terms & Conditions

Leiths Short Course

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) ('Leiths', 'we', 'us') provides its masterclass short courses.

2. Definitions

2.1 In the terms and conditions:

2.1.1 'Acceptance' means the email from Leiths to you confirming receipt of your Order;

2.1.2 'Course' means the course stated in the Order;

2.1.3 'Course Date' means the date for your Course selected in the Order;

2.1.4 'Enrolment Form' means the enrolment form required for the course, submitted by you via our website or via email;

2.1.5 'Fee' means the fee for your selected Course stated on our website and/or as confirmed on the Order;

2.1.6 'Order' means an order for a course submitted through, and paid for via our website;

2.1.7 'School Rules' means the Short Course School Rules contained on the Leith's website available here: https://leiths.com/terms/short-course-school-rules/.

2.1.8 "you" the individual who has placed the Order.

3. The Contract

3.1 These terms and conditions, together with the information shown to you as part of the booking process, the School Rules, and the Leiths Education and Culinary School policies available at https://leiths.com/policies-procedures/ ("**Policies**") comprise the legally binding contract between you and Leiths (the "**Contract**"). By submitting your Order you agree that you have read, understood, and will comply with your obligations contained in the documents set out above.

3.2 You are responsible for ensuring that all information provided to us is correct, and you agree to notify us of any changes to the information provided as soon as possible either by telephone or email. You will be required to complete an Enrolment Form prior to the Course Date (or by such date that we may notify you in writing).

3.3 Where you submit an Order and you are not the individual attending the Course:

3.3.1 you shall procure that the individual attending the Course completes the Enrolment Form or other documentation provided by Leiths relating to attendance on the Course, and that they agree to the attendance and conduct requirements (including the School Rules), and any other obligations in this Contract that apply to attendance on the Course. You will be responsible for any breach of the terms of this Contract by the attendee as if the breach were your own; and

3.3.2 references to "you" and/or "your" in these terms and conditions that relate to conduct and attendance on the Course shall be read to apply to the individual attending the Course (as the context requires).

3.4 Your place on the Course is subject to our Acceptance and your payment of the Fees. The Contract will come into existence between you and Leiths on Leiths issuing the Acceptance to you. Acceptance of a place on the Course is at the sole discretion of Leiths.

3.5 Admissions are subject to availability of a place on the Course.

4. Fees and payment

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

4.2 Leiths accepts payment of Fees by credit card or debit card. If you are booking a Course using a gift voucher or a promotional code, our terms and conditions at [insert link to gift voucher terms] will also apply.

5. Allergies and specific needs

5.1 Leiths will try to adapt a course to suit an individual's allergies and specific needs, however, this will not always be possible. To determine whether a course can be adapted for allergies and/or specific needs, and to what degree, please contact Leiths by email before making a booking and submitting your Order. Please also read our allergies policy available at [LINK].

5.2 You must give details of any allergies and specific needs in the Enrolment Form. If we cannot accommodate any allergies or specific needs and have not been contacted in advance regarding these in accordance with clause 5.1 above, we may be unable to allow you to attend the Course (and we will be unable to issue a refund for your Course in such circumstances).

6. Cancellation

6.1 You may cancel your booking by letter or by emailing info@leiths.com. Leiths will provide you a written acknowledgement of cancellation. Cancellation is effective from the date on which we receive your written notice to cancellation.

6.2 As your booking relates to a leisure activity for a specific date you will not be entitled to a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 if you cancel your booking or place on the Course, other than as set out in these terms.

6.3 Where you cancel your booking more than seven days before the Course Date, we will refund the Fee to the fee-payer, less our reasonable administration costs, unless you ask us to credit the Fee towards another course. Where the Fee is credited to another course, you will be required to complete the new booking in relation to the new course and use the credit within seven days of the credit being issued.

6.4 Where you cancel your booking less than seven days before the Course Date (and before the day on which the Course starts) you will not be entitled to a refund but:

6.4.1 you may request that the Fee, less our reasonable administration costs, is credited towards another course – full details of the alternative course must be confirmed at the time of your request and you must arrange to pay the balance of any fee due for the alternative course (if any) immediately on confirmation by Leiths that your Fee has been credited to another course. Failure to pay any balance on request will result in the credit being forfeited and you will not be entitled to a refund of the original Fee ; or

6.4.2 for one day courses only, you may send someone else to attend the Course in your place provided that you provide Leiths with the name, address, email address, phone number, and any information on allergies or specific needs, when cancelling your place on the Course. Please note that if there are allergies or specific needs that we cannot cater for at short notice, we will let you know as soon as possible and may need to cancel the place on the Course.

6.5 Cancellations made on the Course Date or after the Course has started will be treated as non-attendance and no refund, credit or transfer will be available.

6.6 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.

6.7 If you are entitled to a refund under this clause and all or part of the Fee was paid using a gift voucher, we will refund any amount paid by gift voucher by issuing a replacement gift voucher of the same value. Our terms at [LINK] will apply in relation to any discount or other promotional codes that may have been used as part of your booking.

7. Our rights to end the contract

7.1 We may end the Contract at any time by letter or email if:

7.1.1 you breach any of the terms or obligations set out in these terms and conditions, the School Rules or any of the Leiths Policies;

7.1.2 we are unable to cater for any specific allergies or needs and you have failed to provide us with the information required pursuant to clause 5;

7.1.3 at any time (including on the Enrolment Form or Order (as appropriate)) you provide us with information which is inaccurate, incomplete or misleading or you fail to provide us, within a reasonable time of us asking for it, with information or cooperation which may, in our sole opinion, affect your ability to attend the Course;

7.1.4 you develop a medical condition during the Course or take medication which is a barrier to learning and we can no longer reasonably, without incurring unreasonable additional time and/or expense, accommodate you on the course.

7.2 If we end the Contract or you are otherwise excluded or removed from the Course for any of the reasons set out in clause 7.1, you will not be entitled to a refund of the Fees.

7.3 We reserve the right to cancel any Course or any part of a Course at any time for any reason. Where we cancel the Course other than in accordance with clause 7.1, we will refund the Fee paid or, where the Course has been partially completed, will provide a pro-rata refund of the Fees for the part of the Course not provided. If you are entitled to a refund under this clause and all or part of the Fee was paid using a gift voucher, we will refund the amount paid by gift voucher by issuing a replacement gift voucher of the same value.

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 Leiths and you knew it might happen, for example, if you discussed it with us during the application process.

8.2 We will not be liable for any failure or delay in performing any of our obligations under the Contract whereby 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 ability to deliver the Course we will inform you as soon as possible to re-arrange the Course to a new Course Date.

8.3 We will not be responsible for losses you suffer caused by us breaching the terms of this Contract if the loss relates to something you could have avoided by taking reasonable action, including following our (or any of our employees, agents or contractors) reasonable instructions.

8.4 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.

8.5 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

We will use any personal data you give to us in accordance with, and as set out in our Privacy Notice set out here: https://leiths.com/privacy-policy/.

10. Consent to use images, including video and photography

10.1 Leiths may, from time to time, wish to take images (including photographs and video imagery) during delivery of the Course at Leiths School of Food and Wine. Leiths will only use such

images in Leiths' marketing and promotional materials, presentations, case studies, printed publications, social media channels or on the Leiths website. We will not use any photos or video footage of you unless you have provided your consent to this in writing.

10.2 Leiths may seek your permission to use your photos for reposting or sharing on the official Leiths Instagram page. You will be tagged and credited for your photo. Any food photographed by the Leiths marketing team and featured on the Leiths social media pages will be credited to the individual who prepared it if the credit is requested.

11. General

11.1 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.

11.2 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.

11.3 Even if we delay in enforcing the Contract, we can still enforce it later.

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

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

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