

# Bettys Cookery School Website Booking Terms of Sale

**PLEASE READ THESE TERMS CAREFULLY  
BEFORE PLACING YOUR ORDER AND MAKE  
SURE YOU UNDERSTAND THEM**



(last revised [20<sup>th</sup> September] 2017)

Welcome to [www.bettyscookeryschool.co.uk](http://www.bettyscookeryschool.co.uk) (the “**Website**”). These are our website terms and conditions of sale for booking places on our Cookery School courses (“**Website Booking Terms of Sale**”) that give you important information about the legal terms and conditions that apply when you book a place, or places, on one of our cookery courses, or other events, via our Website (“**Services**”).

## **1. Information About Us**

We operate the Website. We are Bettys Cookery School, registered in England and Wales as Bettys & Taylors of Harrogate Ltd under company number 00543821 and our registered office is at 1 Parliament Street, Harrogate, HG1 2QU, England. Our main trading address is at Bettys Cookery School, Hookstone Park, Hookstone Chase, Harrogate, HG2 7LD, England. Our VAT number is 405696146.

## **2. About These Website Booking Terms of Sale**

These Website Booking Terms of Sale (together with our [Privacy and Cookies Policy](#) regarding personal information provided by you and [Terms and Conditions for Use of our Website](#) will apply to any contract between us for the sale of Services available on our Website to you (“**Contract**”).

By using this Website and booking a place or places on one of our courses/events you agree to be bound by these Website Booking Terms of Sale. Please read these Website Booking Terms of Sale carefully and make sure that you understand them before ordering any Services from our Website. You will be asked to read these Website Booking Terms of Sale and tick a box to indicate that you agree to them before you press the “Proceed to Checkout” button to place an order for Services from our Website (as referred to in step 3 of paragraph 6 of these Website Booking Terms of Sale). When you press the “Proceed to Checkout” button, and again when you press the “Confirm Card Details” button, you are signifying your agreement to these Website Booking Terms of Sale. If you do not agree with these Website Booking Terms of Sale, you must not press the “Proceed to Checkout” button, or the “Confirm Card Details” button.

Before making a booking on one of our cookery courses, or other events, if you have any queries relating to these Website Booking Terms of Sale, please [click here](#) to email our Administration team.

We may change these Website Booking Terms of Sale from time to time without notice to you, for example, to comply with changes in the law, to take account of new ordering or payment processes, or new Services we may offer. Changes will only apply to any subsequent orders you make on the Website. Every time you wish to order Services, please check these Website Booking Terms of Sale to ensure you understand the terms which will apply at that time.

These Website Booking Terms of Sale and any Contract between us are only in the English language.

In our dealings with you, we work on the assumption that all sales are to a private consumer, you are at least 18 years old and are legally capable of entering into binding contracts. The minimum age for attending our adult courses is 17; however, even if you are 17, you will still need a person of 18 years or older to place any orders for our Services on your behalf.

Please note that because our Website is a live booking environment and therefore course availability is subject to change, your place(s) on any of our courses/events are not secured until the booking journey and payment is complete, as outlined in paragraph 6 below.

**YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE SECTIONS CONCERNING OUR LIABILITY TO YOU (PARAGRAPH 12) AND OUR CANCELLATION POLICY (PARAGRAPHS 9 AND 10).**

### **3. Safety and Wellbeing**

You and any persons for whom you have booked places on any of our courses or events will be required to complete a brief health questionnaire on the day of the relevant course/event, which will be used by us to assess your/any other attendee's/attendees' fitness to take part. If you would like to see a copy of this questionnaire before the date of the course/event, please call us on **01423 814016** or email us on [\*\*cookery.school@bettys.co.uk\*\*](mailto:cookery.school@bettys.co.uk).

**You must disclose to us at the time of booking full details of any medical condition that may affect your ability, or the ability of any person(s) for whom you are booking a place(s), to take part in the relevant course/event, or follow instructions. This will include details of any food intolerances, or allergies, that you, or any course attendees for whom you are booking places, suffer and of which we would need to be aware of when preparing the lunch or supper ("course refreshments") that you, or such attendees, will have as part of the course/event.**

**You, and anyone you have booked a place for, will be asked again, on the day of the relevant course, to confirm that the details referred to in the previous paragraph are correct. It is the responsibility of each attendee to ensure on the day of the course that we have full and accurate details of any food intolerances and allergies they have and we will not be responsible for any adverse consequences that result from your/their failure to do so.**

**Except in relation to our Chef's Table course, once you have given us details of the food allergies of any attendees who you are booking for, we will ensure that the course refreshments served to them do not contain any food items to which they are allergic. However, unless the allergen/food item that an attendee is allergic to is one of the 14 "major allergens" (i.e. celery, cereals containing gluten, crustaceans, eggs, fish, lupin, milk, molluscs, mustard, nuts, peanuts, sesame seeds, soya and sulphur dioxide ("sulphites")), we cannot guarantee that the course refreshments will not contain traces of that allergen/food item.**

**We cannot tailor the course refreshments on our Chef's Table course to cater for attendees' food allergies, so if you are booking a place on this course it is your responsibility to ensure that the menu does not contain any food items to which you, or any of the attendees you are booking for, are allergic.**

**We are not able to adapt the content of any of our courses/events to suit particular dietary tastes, intolerances, or allergies.**

**We are unable to guarantee a completely nut-free cooking environment on any of our courses/events.**

**Customers are not permitted to bring substitute ingredients into the Cookery School as this contravenes our Food Safety Policy.**

**We reserve the right to decline a booking, or to ask a person to leave a course/event, without reimbursement of the course fee, if we reasonably believe that their presence on the course may pose an unacceptable risk to their own health and safety, or to the health and safety of other persons attending the course/event, or our employees.**

The wellbeing of our customers and employees is very important to us. We provide a safety briefing at the start of each of our courses/events and you, and any persons for whom you have booked places on a course/event, are required to following the guidelines given during this briefing, so that we can ensure a safe working environment for all persons attending the course/event and our employees.

You and any persons for whom you have booked places on any of our courses/events are required to follow the operating instructions provided by our tutors for all kitchen equipment used by you or such persons during our courses/events.

When attending our courses/events, attendees must wear comfortable, flat and enclosed toe shoes and we require that long hair is tied back.

#### **4. Important Information About Our Services**

We have made every effort to describe as accurately as possible the details of the cookery courses and events that are available for booking via the Website. However, please be aware that in some circumstances we may need to substitute ingredients, or dishes.

In order to *attend* our courses/events attendees must be over 17 years of age, unless stated otherwise in the course/event description on the Site. However, as referred to above, in order to *book* a place on our courses, you need to be at least 18 years of age.

If you have an apron from one of our previous courses and do not wish to receive another, you will be prompted to indicate this to us when you are booking your place (as described in paragraph 6 below), so that the course price can be reduced (by £5.00). You will need to bring your existing Cookery School apron to wear on the day. Please note that this offer is not applicable when booking a course as a gift and this offer only applies to Bettys Cookery School aprons – no other aprons are permitted.

Prices, offers and places on our courses and events are subject to availability and may change at any time prior to your Booking Confirmation (as defined in step 12 of paragraph 6 below) being received. If this is the case, we will notify you and you will have the option to cancel your order for the Services.

When we run promotions, full details of those promotions will be set out on the Website, including any promotional code(s) that may be required to be entered when making an online booking for Services via the Website.

**THE PLACING BY US OF DETAILS OF A COURSE, OR EVENT, ON OUR WEBSITE IS AN INVITATION TO ACCEPT OFFERS FOR THOSE SERVICES, IT IS NOT AN OFFER TO SELL AT THE LISTED PRICE, NOR IS IT BINDING ON US. YOUR OFFER IS ONLY ACCEPTED WHEN YOU RECEIVE A BOOKING CONFIRMATION EMAIL FROM US.**

#### **5. Use of WiFi at Bettys Cookery School**

We offer all attendees on our courses the ability to use free WiFi whilst they are at the Cookery School for their course. Use of the Cookery School WiFi is subject to our WiFi User Terms and Conditions, which are contained in Schedule 1 to these Website Booking Terms of Sale. You must read the WiFi User Terms and Conditions before you use the free WiFi at the Cookery School, because by using the WiFi you are indicating your agreement with them.

#### **6. How to Make a Booking for Services**

Booking courses and/or events via our Website couldn't be easier! Just follow these simple steps:

**Note that you cannot book multiple courses within a single transaction/booking journey on our Website. If you want to book multiple courses via our Website, you will need to book each one separately. You can, however, book multiple places on one course via our Website.**

**Bookings for our Young Chef courses are not available via the Website. If you want to book a place/places on one of our Young Chef courses, you must do so by telephone.**

1. Find the Service you would like to purchase by following the “All Courses” link or the “Course Calendar” link on the home page, or by using links in the drop down menus on the home page. To get more details about a particular Service just click on the relevant course/event title.
2. When you’re ready to book a place on a particular course/event you can simply set the quantity to the desired amount and click on the “Add to Basket” link underneath the description of the course/event. Once you have clicked on “Add to Basket”, you will be taken to the “Your Basket” screen, so that you can check your order details before you continue to place the order.
3. If you’re happy with the item(s) in your basket, tick the box to accept these Website Booking Terms of Sale and click on “Proceed to Checkout”.
4. You now have 2 options: you can either (a) “Register for an Account” or (b) log in as an existing registered customer by entering your email address and password into the section entitled “Existing Customer Login”. The second option is only relevant where you have set up an account with us previously (this will keep your contact and delivery information so you don’t have to keep entering it every time you place an order). To register (as a new customer) enter your email address (in the section entitled “Register for an Account”), create a password that meets our password strength criteria and click “Register”.
5. From here on you will be following the normal ordering process from step 7 below.
6. You don’t need to have signed into your account, or indeed to be registered with us, to browse the Website and add items to your basket, but if you want to purchase Services, you do need to register as a customer. Registering as a customer makes shopping with us easier and fast, because all of your details will be saved securely in “My Account” for you to amend at any time. All data submitted by you in “My Account” will be subject to our [\*\*Privacy and Cookies Policy\*\*](#)
7. Complete the “Booker Information” section by completing the requested information into the relevant fields. At this stage you will have the opportunity, using the drop-down menu entitled “My Preferences”, to confirm whether you wish to obtain marketing mailings from us, either by email, by post, or by email and post. If you do not want to receive such mailings from us you should click on the “No Mailings” option on the drop-down menu. Once you have completed all relevant fields, click on “Continue”.
8. You will now be prompted to complete a form with details of all persons who you are booking on the relevant course. If the course is a gift, you should tick the relevant box and select the gift certificate type (i.e. electronic or postal) from the drop down menu. If the gift certificate is to be sent to the recipient by post, or to an alternative address, you will be prompted to supply an alternative delivery address. You must also advise us of the dietary requirements of each attendee, using the drop down menu “Dietary Requirements” and any other dietary requirements that are not covered in the drop down menu using the “Additional Dietary Notes” field. This section also includes a field for you to input any additional information that you consider is relevant to the booking, in particular any medical condition that may affect the attendee’s ability to take part in the course, or to follow instructions. You will have the option

on this page to add additional attendees by clicking on the “Add Attendee” link or to remove attendees by clicking on the “Remove Attendees” link. Once you have completed details of all attendees, click on “Continue”.

9. If you have already registered a payment card/payment cards with us online, you will have the option to select the card that you wish to use to make payment, by clicking on the “Select” button underneath the relevant card. Once you have done so, click on “Continue”. You also have the option on this page to remove details of any card(s) that you not wish us to retain within your customer registration records. If you have not already registered a payment card with us, you will be prompted to enter your card details.
10. Complete the “Your card details” section by entering the name on the card you will be using, select the type of card, and enter the long number shown on the card, the date of expiry and the card verification code (CVC) number and click “Continue”. If you have already registered a card with us, you will only be prompted to enter the CVC number. Before you place your order, by clicking on the “Confirm Card Details” button, you must ensure that you have read, and agree with, these Website Booking Terms of Sale because when you press the “Confirm Card Details” button you are signifying your agreement with these Website Booking Terms of Sale. **If you do not agree with these Website Booking Terms of Sale, you must not press the “Confirm Card Details” button.**
11. After clicking on the “Confirm Card Details” button, you will be provided with a summary of your booking.
12. We will send you a booking confirmation email to confirm that your order is complete (“**Booking Confirmation**”), this will include your order number. The order number is also available within the “My Accounts” section on our Website.

**13. Acceptance of an order placed by you online and the completion of the Contract between you and us will take place when you receive the Booking Confirmation email from us.**

14. If for any reason we cannot provide you with a place on a course/event on your order, you will be contacted by email and a refund will be issued for the place(s) that are not available.
15. If a Service you have ordered is listed at an incorrect price due to an error on our part, we will notify you of the error and, if we have overcharged you, we will refund you for the overcharged amount so that you pay only the correct price of the Service. If we have undercharged you and we become aware of this before we send you your Booking Confirmation email, we will notify you of the correct price of the Service and give you the opportunity to either proceed with your booking at the correct price, or cancel your order for the Service. If you opt to cancel your order, we will provide you with a full refund. If you opt to proceed with your order, we will charge you the outstanding balance of the price for the Service.

## **7. Delivery of Gift Certificates**

### **UK Deliveries**

If you opt to book a place on one of our courses/events as a gift for a recipient in the UK, you will have the option to send a gift certificate to the recipient either electronically in pdf format, or by post (as outlined in step 8 of paragraph 6 above). We use Royal Mail first class post at a cost to you of £2.50 (for both postage and packing).

### **International Deliveries**

Deliveries of gift certificates to countries outside of the UK are only available via email and to the person booking the course place. There is no extra charge for this service.

## **Estimated Delivery Times for Postal Gift Certificates**

The estimated delivery time for postal gift certificates is 3 working days from the date of order. This may increase during busy periods such as Christmas.

We don't provide a facility for you to track your order of postal gift certificates, but if you have any problems with your order, please email us at [cookery.school@bettys.co.uk](mailto:cookery.school@bettys.co.uk) with your order number and your full name.

Alternatively, you can call us on **01423 814016** between 8.30 am and 5.30 pm Monday to Friday (excluding public holidays).

Please ensure that the delivery address details on your Booking Confirmation email reflect what you want. If they don't, please contact us as soon as possible by calling us on the number detailed above, or by emailing us at the above email address with your order number and your full name.

Your order will be fulfilled within the estimated delivery period set out above, unless there is an Event Outside of our Control (as defined in paragraph 13 below). If we are unable to meet the estimated delivery deadline because of an Event Outside of our Control, we will contact you to let you know.

In circumstances where the postal gift certificate(s) you have purchased is/are not delivered within the estimated delivery period outlined above, please contact us as soon as possible so that, if you so request, we can post you another gift certificate/s at no additional cost. Alternatively we can send you/the relevant gift recipient an electronic gift certificate in place of the post gift certificate and arrange for a full refund of the postal delivery charge.

## **8. Payment**

The prices of the Services are as set out on the Website. Your Booking Confirmation will confirm the price payable by you for the selected Service(s).

### **Payment for course place(s) via the Website is only possible by credit/debit card.**

We accept MasterCard, Visa Credit, Visa Debit and Visa Electron. Your card will be charged when you place your order.

**ACCEPTANCE BY US OF ANY PAYMENT MADE BY YOU IN CONNECTION WITH ANY SERVICES DOES NOT CONSTITUTE OUR ACCEPTANCE OF YOUR ORDER. A LEGALLY BINDING CONTRACT IS NOT FORMED UNTIL YOU RECEIVE OUR BOOKING CONFIRMATION EMAIL AND WE WILL NOT BE OBLIGED TO SUPPLY THE SERVICE(S) TO YOU UNTIL THEN.**

### Credit Card Validation

All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to, or does not for any reason, authorise payment then you will be notified of this immediately at the checkout stage and there is nothing we can do to override this.

In processing your order, we may use your information for the purposes of the prevention and detection of fraud and we may disclose your address and postcode details as part of our fraud prevention checks. At all times where we disclose your information it will remain secure.

## **9. Cancellations of Services By You and Transfers to Alternative Courses**

We hold all our courses and events on specific dates. Consequently, the consumer right of cancellation that applies in relation to orders for certain other types of services does not apply to orders for our Services. However, dependent on when you notify us that you wish to cancel a Service, we may

provide you with a full or partial refund of the payment that you made for such Service. Alternatively, again dependent on when you notify us that you wish to cancel a Service, you may have the option to transfer to another course.

**Full details of our cancellations and refunds and course transfer policies are set out below. Please note that they are different for certificate courses and non-certificate courses.**

**We operate a strict cancellation and course transfer policy and therefore we strongly recommend that you take out suitable travel insurance prior to placing an order for any of our courses, to cover you in case you are unable to attend the course for unforeseen reasons - for example because of bad weather, transport delays or cancellations, illness or bereavement. Some banks and payment cards may automatically provide you with travel insurance cover. Please check with the relevant insurance provider before booking a place on one of our courses.**

If you wish to cancel the Services or transfer to an alternative course, you must inform us of your decision to do so by calling us on **01423 814016** between 8.30 am and 5.30 pm Monday to Friday and quoting your order number.

Details of how to cancel or transfer to an alternative course will also be provided in the “Essential Information” document, which you can access via the link provided in your Booking Confirmation email.

### **Cancellations and Refunds Policy for Non-Certificate Courses**

The following sets out our refund policy for cancellations of bookings on our non-certificate courses that are notified to us in the manner set out above **and** made within the timescales highlighted below:

#### **If you give us at least 14 days’ notice of cancellation:**

We will provide you with a full refund of the fee you paid for the Services\* less an administration fee of £10 per person.

#### **If you give us between 2 & 14 days’ notice of cancellation:**

- If we are able to fill your place(s) on the relevant course/event you will receive a full refund of the fee you paid for the Services\* less an administration fee of £10 per person.
- If we are unable to fill your place(s) on the relevant course/event you will receive a 50% refund of the fee you paid for the Services\* less an administration fee of £10 per person.

#### **If you give us less than 48 hours’ notice of cancellation:**

- If we are able to fill your place(s) on the relevant course/event you will receive a full refund of the fee you paid for the Services \* less an administration fee of £10 per person.
- If we are unable to fill your place no refund will be available.

If you cancel a place(s) on a course in accordance with the above policies, we will send you an email or letter confirming details and will make contact with you via telephone to arrange payment of the applicable administration fee/any balance outstanding in relation to the fees for the Services/any applicable refund.

*\* Please note refunds will only be made to the card that was used for the original purchase unless you have expressly agreed otherwise.*

## **Cancellations and Refunds Policy for Certificate Courses**

The following sets out our refund policy for cancellations of bookings on our certificate courses that are notified to us in the manner set out above **and** made within the timescales highlighted below:

### **If you give us at least six weeks' notice of cancellation:**

We will provide you with a full refund of the fee you paid for the relevant Services\* less an administration fee of £10 per person.

### **If you give us between 2 & 6 weeks' notice of cancellation:**

- If we are able to fill your place(s) on the relevant course/event you will receive a full refund of the fee you paid for the Services\* less an administration fee of £10 per person.
- If we are unable to fill your place(s) on the relevant course/event you will receive a full refund of the fee you paid for the Services\* less your non-refundable deposit (which equates to 50% of the total fee for the Services) and an administration fee of £10 per person.

### **If you give us less than two weeks' notice of cancellation:**

- If we are able to fill your place(s) on the relevant course/event you will receive a full refund of the fee you paid for the Services \* less an administration fee of £10 per person.
- If we are unable to fill your place no refund will be available.

*\* Please note refunds will only be made to the card that was used for the original purchase unless you have expressly agreed otherwise.*

## **Transferring to an Alternative Course (subject to availability)**

If you wish to transfer to an alternative course you must notify us of your wish to do so as soon as possible by calling us on **01423 814016** between 8.30 am and 5.30 pm and quoting your order number.

The following sets out our policies in relation to requests to transfer to an alternative course that are notified to us in the manner set out above **and** made within the timescales referred to below. Please note that we have different policies for certificate courses and non-certificate courses.

**Requests to transfer to alternative courses are subject to availability. If places are not available on an alternative course, then you have the option to either retain your existing place, or cancel it, in which case our cancellations and refunds policy detailed above will apply.**

## **Policy for Transferring from Non-Certificate Courses**

The following sets out our policy in relation to requests to transfer from non-certificate courses that are notified to us in the manner set out above **and** made within the timescales highlighted below:

### **If you give us at least 14 days' notice of your wish to transfer to an alternative course\*:**

- You will be transferred to the alternative course\* (subject to availability) and charged an administration fee of £10 per person.

### **If you give us between 2 & 14 days' notice of your wish to transfer to an alternative course\*:**



- If we are able to fill your place(s) on the course you are transferring from, you will be transferred to the alternative course\* (subject to availability) and charged an administration fee of £10 per person transferring.
- If we are unable to fill your place(s) on the course you are transferring from, you will be transferred to the alternative course\* (subject to availability) but charged 50% of the course cost per person transferring and an administration fee of £10 per person transferring.

**If you give us less than 48 hours' notice of your wish to transfer to an alternative course\*:**

- If we are able to fill your place(s) on the course you are transferring from, you will be transferred to the alternative course \*(subject to availability) and charged an administration fee of £10 per person transferring.
- If we are unable to fill your place(s) on the course you are transferring from, no transfer or refund will be available on your booking.

*\* If the price of the course you are transferring to is different to the one originally booked an additional payment will be required, or a refund will be processed as applicable.*

**Policy for Transferring from Certificate Courses**

The following sets out our policy in relation to requests to transfer from certificate courses that are notified to us in the manner set out above **and** made within the timescales highlighted below:

**If you give us at least six weeks' notice of your wish to transfer to an alternative course\*:**

- You will be transferred to the alternative course\* (subject to availability) and charged an administration fee of £10 per person.

**If you give us between 2 & 6 weeks' notice of your wish to transfer to an alternative course\*:**

- If we are able to fill your place(s) on the course you are transferring from, you will be transferred to the alternative course\* (subject to availability) and charged an administration fee of £10 per person transferring.
- If we are unable to fill your place(s) on the course you are transferring from, you will be transferred to the alternative course\* (subject to availability) but we will retain your non-refundable deposit (which equates to 50% of the total fee for the Services) and you will be charged an administration fee of £10 per person transferring, plus the price of the course you are transferring to.

**If you give us less than two weeks' notice of your wish to transfer to an alternative course\*:**

- If we are able to fill your place(s) on the course you are transferring from, you will be transferred to the alternative course\* (subject to availability) and charged an administration fee of £10 per person transferring.
- If we are unable to fill your place(s) on the course you are transferring from, no transfer or refund will be available on your booking.

*\* If the price of the course you are transferring to is different to the one originally booked an additional payment will be required or a refund will be processed as applicable.*

If we transfer you to an alternative course in accordance with the above policies, we will send you an email or letter confirming details of the course to which you have transferred and make contact with you via telephone to arrange payment of the applicable administration fee/any balance outstanding in relation to the fees for the Services/any applicable refund.

## **10. Our Right to Cancel/Change the Date of a Course**

We may cancel, or change the date of a course, if we reasonably consider that it is impractical for us to run the course effectively, taking into account (without limitation) factors such as staffing issues, equipment issues, attendance levels, or any other factors that we consider are likely to adversely affect the operation of the course. We will use all reasonable endeavours to give you 14 days' notice of a course being cancelled. If we cancel a course in these circumstances, we will allocate a place on a replacement course, or repay any fees received in respect of the course which has been cancelled.

## **11. Refunds**

We will make the refund that is due to you using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise, and, in any event, you will not incur any fees as a result of the reimbursement, save in relation to course cancellations and/or transfers, where an administration fee may be applicable (as referred to in paragraph 9 above).

Please note that it can take between 5 and 7 working days for the funds to show back in your account and that this time is dictated by your bank and is completely out of our control.

## **12. Our Liability to You**

If we fail to comply with these Website Booking Terms of Sale, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Website Booking Terms of Sale or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

We do not in any way exclude or limit our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- defective Services under the Consumer Protection Act 1987; and
- as of 1 October 2015 any breach of the terms for which liability cannot be limited or excluded as provided for under Section 31 of the Consumer Rights Act 2015.

As a consumer, you will always have legal rights (including statutory remedies from 1st October 2015) in relation to services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described.

Advice about your legal rights (including statutory remedies from 1st October 2015) are available from your local Citizens' Advice Bureau or Trading Standards office.

## **13. Events Outside Our Control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

An “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, snow, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- we will contact you as soon as reasonably possible to notify you; and
- our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

Where the Event Outside Our Control affects the date of performance of the Services, we will arrange a new date for such performance with you after the Event Outside Our Control is over.

#### **14. Other Important Terms**

We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Website Booking Terms of Sale.

You may only transfer your rights or your obligations under these Website Booking Terms of Sale to another person if we agree in writing.

The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these Website Booking Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Website Booking Terms of Sale or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These Website Booking Terms of Sale are governed by the laws of England and Wales. This means a Contract for the purchase of Services through the Website and any dispute or claim arising out of or in connection with it will be governed by English and Welsh law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

#### **15. Complaints Procedure**

In the event that we fail to meet our very high standards of customer service, please do not hesitate to contact us. Please call us on **01423 814016** or put your complaint in writing and send it to us by post to Bettys Cookery School, Hookstone Park, Hookstone Chase, Harrogate, HG2 7LD, England or by email to [cookery.school@bettys.co.uk](mailto:cookery.school@bettys.co.uk).

We aim to provide an initial response to a complaint within 48 hours from receipt (excluding public holidays).

## SCHEDULE 1

### **Bettys Cookery School – WiFi User Terms and Conditions**

**PLEASE READ THESE WIFI TERMS OF USE CAREFULLY BEFORE USING THE WIFI SERVICE, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT HOW YOU MAY USE THE WIFI SERVICE**

(last revised on 27 March 2017)

#### **1. The terms on which you may use the WiFi service at Bettys Cookery School**

1.1 These are the terms and conditions that apply to any user of the WiFi service at Bettys Cookery School, Plumpton Park, Harrogate (“**WiFi Service**”). Please ensure that you, the user, read these terms and conditions (the “**WiFi Terms of Use**”) carefully before using the WiFi Service. If you do not agree with these WiFi Terms of Use, please do not use the WiFi Service. By using the WiFi Service, you are confirming that you accept these WiFi Terms of Use and that you will comply with them.

#### **2. About us**

2.1 The WiFi Service is provided by Bettys & Taylors of Harrogate Ltd (also referred to in these WiFi Terms of Use as we, our and us). We are a company registered in England and Wales with company number 00543821. Our registered office is at 1 Parliament Street, Harrogate, North Yorkshire, HG1 2QU.

#### **3. Changes to these WiFi Terms of Use**

3.1 We may make changes to these WiFi Terms of Use from time to time. You should therefore check these WiFi Terms of Use whenever you use the WiFi Service, since any changes to them will be binding on you when you use the WiFi Service.

#### **4. Eligibility to use the WiFi Service**

4.1 The WiFi Service is free and is available for your personal use as a guest or visitor at Bettys Cookery School, Plumpton Park, Harrogate, North Yorkshire, HG2 7LD (Bettys Cookery School).

4.2 You agree to comply with the WiFi Terms of Use and any other requirements of use relating to the WiFi Service that we may notify to you whilst you are visiting Bettys Cookery School. If you do not agree with the WiFi Terms of Use, or any such additional requirements, you must not use the WiFi Service.

#### **5. Using the WiFi Service**

5.1 In order to use the WiFi Service, you will need a compatible device (phone, laptop or tablet). Using the WiFi Service will only be possible when your device is within the range of the WiFi Service. We do not guarantee that the WiFi Service will be compatible with your device. Availability and performance of the WiFi Service may be impacted by the limitations of your particular device.

5.2 We do not warrant, or make any representation whatsoever, that the WiFi Service:

- 5.2.1 will be available at all times uninterrupted;
  - 5.2.2 is error-free or free of viruses or other harmful components;
  - 5.2.3 is fit for any particular purpose;
  - 5.2.4 is secure.
- 5.3 You use the WiFi Service at your own risk and it is your responsibility to ensure that your device has a suitable level of security and is adequately protected against viruses and all other forms of cyber attack. We are not responsible for the safety, security, configuration or integrity of any of your equipment or data used to access the WiFi Service.
- 5.4 There may be occasions when the WiFi Service is interrupted, or limited, because of maintenance and repair work, transmission or equipment limitations/failures or due to an emergency. We are not responsible for any loss or damage that you suffer because of performance issues with the WiFi Service.
- 5.5 We reserve the right to:
- 5.5.1 take appropriate measures to monitor the use of the WiFi Service;
  - 5.5.2 at our sole and absolute discretion, for any reason, immediately and without notice, suspend and/or terminate your access to the WiFi Service.
- 5.6 Where we consider it appropriate, we may refer any unlawful use of the WiFi Service to the Police, or take legal action in relation to any contravention of these WiFi Terms of Use.
- 5.7 The WiFi Service is available for personal use only and is not intended to be used for commercial purposes (other than to remotely access your work system via VPN or similar means). You agree that the WiFi Service is intended primarily for using email, instant messaging, browsing the internet and using apps.
- 5.8 We will not supply any software or hardware to you in connection with the WiFi Service. If you use software or apps on your personal device(s) then you accept the risk of any failure of the WiFi Service resulting from their use. We do not offer any software and hardware support to users of the WiFi Service.
- 5.9 We are not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the WiFi Service. You are responsible for evaluating such content.
- 5.10 We do not use filters to restrict access to content on the internet therefore it is your responsibility to ensure that you do not inadvertently access any content to which access is prohibited under these Terms of Use.
- 5.11 You have no ownership rights to any specific IP address. We may change such addresses at any time, or deactivate or suspend service to any IP address, without prior notice to you if we suspect any unlawful or fraudulent use of the WiFi Service, or any breach of these WiFi Terms of Use.

## **6. Prohibited uses of the WiFi Service and your obligations**

- 6.1 These WiFi Terms of Use prohibit the following uses of the WiFi Service (each being a **“Prohibited Use”**):

- 6.1.1 in a manner that violates or facilitates the violation of any laws, regulations, or other government requirements in any jurisdiction, or the rights of any third party, including without limitation using the WiFi Service to harm or attempt to harm minors in any way;
  - 6.1.2 to commit an offence under the Computer Misuse Act 1990 (as amended or superseded from time to time);
  - 6.1.3 in a manner that infringes the rights of others, including without limitation intellectual property rights (for example by downloading or distributing pirated software, music and films), or the terms of any software license agreements;
  - 6.1.4 to access, display, store or transmit any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive, or which depicts sexually explicit images;
  - 6.1.5 to promote unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability;
  - 6.1.6 to carry out any activities which are fraudulent;
  - 6.1.7 in connection with any other illegal activities;
  - 6.1.8 in an immoral or improper manner, including without limitation to make or send offensive, indecent, menacing, nuisance or hoax communications or to cause annoyance, inconvenience or needless anxiety;
  - 6.1.9 to violate the security of a network, service, or other system, including without limitation to gain or attempt to gain unauthorised access to our computer systems or those of other users, or third parties, or information held on them;
  - 6.1.10 in a manner which may damage our reputation;
  - 6.1.11 any activity which adversely affects the ability of other users of the WiFi Service, or the internet, or is in breach of any third party policies for acceptable use, or any other relevant internet standards (where applicable);
  - 6.1.12 acting or knowingly permitting others to act in such a way that the operation of the WiFi Service or our systems will be jeopardised or impaired;
  - 6.1.13 making excessive use of the WiFi Service, for example (without limitation) by sending or receiving large volumes of email or excessively large attachments;
  - 6.1.14 for business purposes or to 'spam' including without limitation sending any unsolicited emails and collecting the responses of unsolicited emails; or
  - 6.1.15 to resell the WiFi Service (whether for profit or otherwise).
- 6.2 By using the WiFi Service, you agree and acknowledge that:
- 6.2.1 you are fully responsible for all activities and communications in respect of your use of the WiFi Service;
  - 6.2.2 you will not use the WiFi Service to carry out any Prohibited Use;
  - 6.2.3 you will respect the privacy of other users of the WiFi Service.

## **7. Our liability to you**

- 7.1 Nothing in these WiFi Terms of Use removes, or limits, our liability to you for:
  - 7.1.1 death or personal injury arising from our negligence;
  - 7.1.2 fraud or fraudulent misrepresentation; or
  - 7.1.3 any other matter for which we are not permitted by law to exclude or limit our liability.
- 7.2 Save as set out in paragraph 7.1 above, our entire liability under or in relation to the WiFi Service and these WiFi Terms of Use in respect of all claims (whether in contract, tort or otherwise) will be limited to £100.
- 7.3 We are not liable to you in any circumstances for:
- 7.4 any loss of income, loss of business or profits, or for any loss that was not reasonably foreseeable at the time you commenced using the WiFi Service;
- 7.5 any deficiency in performance caused in whole or in part by any act or omission of an underlying carrier or service provider, dealer, equipment or facility failure, network problems, lack of coverage or network capacity;
- 7.6 acts of God, strikes, fire, war, terrorism, riot, emergency, government actions or any other cause beyond our control.

## **8. General**

- 8.1 You agree to indemnify us against any claims, demands, actions liabilities, costs or damages arising out of your use of the WiFi Service and/or any breach by you of these WiFi Terms of Use (including without limitation our reasonable legal fees and experts' costs arising from any such actions or claims).
- 8.2 You may not transfer any of your rights and responsibilities under these WiFi Terms of Use without our prior written consent. We may transfer our rights and responsibilities to any third party without your permission.
- 8.3 These WiFi Terms of Use shall not confer any benefit on a third party under The Contracts (Rights of Third Parties) Act 1999, or otherwise.
- 8.4 If a clause or condition these WiFi Terms of Use is not legally effective, the remainder of them will be effective and we can replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is.
- 8.5 These WiFi Terms of Use are governed by English law, and any disputes relating to them will be settled in the courts of England and Wales.