

Terms and Conditions for the use of this website and booking courses & holidays at Black Shed Studios TN22 3BD

Please read these terms and conditions carefully, they contain important information about your rights and obligations.

1. Introduction

1.1 These terms and conditions (the “Terms”) govern all use of the website situated at www.blackshedstudios.com (the “Website”), all booking of and attendance at courses (the “Courses”) run by Black Shed Studios, Sunnyview, Nursery Lane, Fairwarp, East Sussex TN22 3BD (“our”, “we” or us”). By accessing our Website or booking a Course you agree to be legally bound by these Terms as they may be modified and posted on our Website from time to time. We hope that these are acceptable to you but if they are not then you should not book a Course or use our Website for any purpose.

1.2 If you are booking a course online or over the phone, then to the extent applicable, the Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. This will ordinarily be supplied by us to you by email. You should ensure that this information which will form part of the contract is correct before a contract is entered into between us.

2. General Course Provisions

2.1 Places on Courses are allocated on a first to pay first served basis and we cannot guarantee your place on a Course prior to receipt of payment of your deposit. In the event that the Course of your choice is fully booked you will be offered the next available date.

2.2 Your attendance at a Course must be punctual at all times.

2.3 You must comply with all rules and regulations issued by us and please pay particular attention to any requirements as to dress or the wearing of protective equipment.

2.4 You are required to participate and remain with the tutored group at all times. If you are on a course where field trips take place you must join the group and cannot opt out and stay in the studio/or opt to stay outdoors when the group returns to the studio.

2.5 We will endeavour to supply the teacher advertised for any Course but reserve the right to change the teacher, timing, or content of any course due to the unavailability of any teacher for any Course at any time.

2.6 Please pay particular attention to the details of each Course prior to booking. If you have a disability/additional support needs, please contact us before booking as aspects of some Courses may be unsuitable due to the nature of the location. Please ensure that you provide us with full details of any specific requirements that you may have and again we will endeavour to accommodate you.

2.7 We do not accept enrolments from anyone under 18 years of age unless accompanied by an adult.

3. Fees, refunds, and cancellation by you

3.1 All fees for short courses must be paid in full at the time of booking. All amounts payable must be received before the commencement of the Course. Your place on the Course is not confirmed and we have no obligation to you until full payment is received.

3.2 We do not charge VAT on any of our Courses.

3.3 The Course fees include the cost of materials which will be provided but please see the specific course description (or please ask us) for details of the additional items that you will need to bring. Printmaking days have materials and low-quality paper included but may incur small supplementary charges should the student choose to want to work with high quality paper for example which can be purchased from the little shop at the studios.

3.4 Fees can be paid by bank transfer (BACS payment) or in person. We do not accept cheques.

3.5 Fees can be paid in advance by cash if payment is made in person. We do not accept payment on the day.

Cancellation

By You

3.6 In relation to cancellation of any course by you for any reason:

- If cancellation by you occurs within 14 days after making your booking you are entitled to a full refund.
- If cancellation by you occurs more than 14 days after making your booking and more than 4 weeks prior to the start of the course– we are willing to offer a transfer to a course on a different date of the same

value (or put your fee towards a course of greater value if you pay the additional sum required). You will not be entitled to a refund.

– If cancellation by you occurs less than 4 weeks prior to the start of the course, you will not be entitled to a refund nor will we offer a transfer of your booking or a credit note. See 3.8 below in regard to the option for someone else to attend in your place.

3.7 Special event bookings.

– If cancellation by you occurs within 14 days after making your booking you are entitled to a full refund.

– If cancellation by you occurs more than 14 days after making your booking and more than 8 weeks prior to the start of the event we are willing to offer a different date with offerings of the same value. You will not be entitled to a refund.

3.8 Friends and family may attend in your place for any Course or holiday providing we have been given 24hrs notice before the Course or holiday commences. You will need to provide us with the names and contact details of anyone attending in your place.

3.9 Courses bought as gifts are subject to the same cancellation policy.

3.10 Any Courses purchased at a discount are subject to the same Terms and will be refunded to a maximum of the price paid.

3.11 You do not have a statutory right to cancel the Course because the Course is a leisure activity to be attended between specific dates and accordingly falls within the exclusion provided by regulation 28 of the Consumer Contracts (Information, Cancellation and Additional Charges) regulations SI 2013/3134.

4. Cancellation by us

4.1 In addition to and without prejudice to our rights in clause 2.5, we reserve the right to cancel any Course at any time. If the reason for cancellation is a Force Majeure Event (as defined in clause 7.5) then we will provide a transfer to a course of the same value at a time when the Force Majeure Event has ceased. If the reason for cancellation is for any other reason, then we will offer you the choice of either a full refund or a transfer to a course of the same value. Please note that we will not refund the cost of any accommodation or travel that you may have booked under any circumstances (including for cancellation for a Force Majeure Event).

4.2 We reserve the right to cancel your attendance on a Course at our sole and absolute discretion and provide you with a refund.

4.3 If we cancel a course or holiday due to government Covid19 regulations we will provide you with a full refund.

5. Your Conduct

If we in our sole and absolute discretion, consider that you have behaved in an unacceptable manner then we reserve the right to require you to leave the course/event immediately. All guests are expected to conduct themselves in a reasonable manner and in accordance with our rules and regulations and to recognise that other guests also require support and assistance.

6. Accommodation/Transport to and from Courses

You are responsible for arranging your own accommodation and transport where applicable. Although we can send you a list of local providers of accommodation to assist you in finding accommodation, you are responsible for contracting directly with the accommodation provider and when doing so (and when booking transport) you should make arrangements for cancellation whether that is as the result of a cancellation of a Course by us or by you and you should consider appropriate insurance.

7. Liability

7.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching this contract or our failing to use reasonable care and skill. We are not liable for losses that were not caused by any breach on our part or were not foreseeable as a result of us breaching this contract when the contract was formed.

7.2 You have certain rights under the Consumer Rights Act 2015 and nothing in these terms and conditions seeks to limit or exclude those rights where not permissible to do so. We also 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; not providing services with reasonable skill and care; or where it would be unlawful to do so.

7.3 We are not liable for business losses.

7.4 You are advised not to bring any items of special value onto our premises or on field trips. We will not accept responsibility for the loss of any personal possessions.

7.5 We will not be liable for any loss suffered by you resulting from any event which is beyond our reasonable control including but not limited to acts of God, wars, riots, civil commotions, malicious damage, compliance with any law or governmental order, (apart from Covid 19 regulations) rules, regulations or directions, accidents, breakdowns of plant or machinery, fires, floods, extreme weather or failure in the supply of electricity, heating, lighting or telecommunications equipment (each being a "Force Majeure Event").

7.6 Transport and accommodation arrangements made by you with the respective providers of transport and accommodation are outside the terms of this Agreement and we exclude all liability in relation to your transport and accommodation arrangements including any costs that you might incur in the event of cancellation of a Course by you or by us.

8. Data Protection/Intellectual Property

8.1 We will only use the personal information you give us: to help us provide Courses and to inform you about similar Courses unless you tell us that you do not want to receive this information. We may sub-contract the provision of Courses to external teachers and by accepting these Terms you consent to this use and storage of your data. We will not pass your data to any other third parties. For further information on how we use your personal information please see our Privacy Policy.

8.2 The contents of our Website are protected by international copyright laws and other intellectual property rights. We are the owner or the duly authorised licensee of such copyright and all intellectual property rights in the mark "Black Shed Studios" You may not modify, copy, reproduce, republish, upload, post, transmit, distribute by any means or in any manner any material or information on or downloaded from our Website without our permission.

9. General

9.1 We reserve the right to make changes to or suspend any aspect of our Website or Courses from time to time.

9.2 You undertake and warrant that all the information that you supply in relation to the booking of any Course is correct and that the bank account (or other means of payment) is your own. Any breach of this clause 9.2 entitles us to cancel your booking on such Course, holiday, or event without any refund at any time.

9.3 We make no representations whatsoever about any other websites which you may access through our Website or which may link to our Website. When you access any other website, you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accept any responsibility for the content, or the use of such a website and we shall not be liable for any loss or damage caused or alleged to be caused by such link/website.

9.4 These Terms shall also apply to any person that is the recipient of a gift voucher or a person that attends a Course in substitution for the person that made the booking pursuant to the Contracts (Rights of Third Parties) Acts 1999 and references to "you" are deemed to include references to such attendee(s).

9.5 All notices should be sent to the contact details provided to you when you make a Course/holiday or event booking. All notices should be sent to us at Black Shed Studios, Sunnyview, Nursery Lane, Fairwarp, East Sussex TN22 3BD email sandyinfield@gmail.com

9.6 Notices will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or if by post 3 days after the date of posting.

9.7 You agree to indemnify us in relation to any complaint or action taken against us by any third party as the result of your behaviour or actions whilst attending at a course/holiday/event or for any statements made or images posted on any site on the internet at any time. You further give your consent to the removal by us at any time and in our discretion of any content posted by you on our Website or any website or part of a website that is controlled by us and undertake to remove any posts made by you or material posted by you from any website immediately upon request by us without having to give a reason for such request.

9.8 No failure or delay by us in enforcing any of our rights under the Contract shall be deemed to be a waiver of such right.

9.9 The Terms are governed and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

10. Vouchers

10.1 Gift vouchers cannot be exchanged for cash and are non-refundable

10.2 Gift vouchers will be valid for 12 months from the date of purchase

10.3 Any remaining balance will be cancelled on expiry of the validity period