

## Terms and Conditions

These terms and conditions apply to any goods or services supplied to you by us, Satiate Artisan Limited (“us”, “we” or “our”) including your browsing and use of the website ([www.satiateartisan.co.uk](http://www.satiateartisan.co.uk)).

Please review these terms and conditions (“Terms”), our Privacy Policy and Cookies Policy before you book any of our workshops, demonstrations, other activities or events or purchase any other product or service from us.

For the purposes of these Terms, unless defined above, the following terms have the following meanings:

“**Bespoke Event**” means a Chef’s Dining Event, any other bespoke workshop or other event that you wish us to provide to you and the term “**Bespoke Events**” shall be interpreted accordingly;

“**Chef’s Dining Event**” means the bespoke workshop involving you cooking with one of our chefs and having your guests dine at our school during the workshop;

“**Event**” means any workshop, demonstration, Bespoke Event or other activity or event that we may offer from time to time and the term “**Events**” shall mean all of them;

“**Event Materials**” means all and any materials used by us or on our behalf (including, without limitation, by any of our chefs) during any Event including, without limitation, any recipes, pictures, audio recordings, video, music, books, manuals, reports, data, presentations, written questions or exercises and any other works, content or materials of any kind whatsoever;

“**Gift Card**” means a gift card issued by us that can be redeemed against the price of an Event of an amount equal to the value stated on the gift card and the term “**Gift Cards**” shall mean interpreted accordingly;

“**Products**” means Events, Gift Cards and all other products and services that we may offer from time to time and the term “**Product**” shall mean any of them;

“**Website**” means [www.satiateartisan.co.uk](http://www.satiateartisan.co.uk); and

“**you**”, “**your**” or related words means the buyer of a Product and as relevant, a person participating in an Event or using a Product.

## Section A - General Terms

### 1. Contract

By using the Website, purchasing any Product whether on the Website or otherwise, requesting or using any of our goods and services (including attending any Event or renting of our accommodation) or otherwise indicating your consent, you agree to be bound by these Terms, our Privacy Policy and Cookies Policy though some of these Terms will only apply if you purchase a Product and/or attend an Event.

- 1.1 Any descriptions, photographs or advertising that we issue, publish or is contained in the Website are solely intended to provide you with an approximate idea of the product and/or

service they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of any Product.

- 1.2 You must be over the age of 18 in order to purchase any Product from us.
- 1.3 We reserve the right to amend these Terms from time to time but any amendments will not apply to our terms and conditions that applied at the time we accepted your order for a Product unless any amendment are required by any applicable law to have retrospective effect. Please print out a copy of these Terms for your records when we have accepted your order for a Product.

## 2. Purchasing a Product

- 2.1 By placing an order for a Product with us, this is an offer from you to us to purchase the Product and such order will be subject to these Terms, our Privacy Policy and Cookies Policy upon our acceptance of your order.
- 2.2 To place an order for a Product on the Website, you must first add the Product to your shopping cart. Please review your order carefully before you proceed to payment part of the check-out process.
- 2.3 If you are happy with your order, you can then proceed with placing your order by making payment by pressing the **"Place Order and Pay"** button at the end of the check out process.
- 2.4 To make a booking for a Bespoke Event, please contact us first to discuss. If we are able to provide you with a Bespoke Event, we will send to you an invoice for your payment.
- 2.5 After we have received payment from you, you will receive a receipt for your payment and an email from us confirming our acceptance of your order ("**Confirmation Email**") at which point a legally binding contract will be in place between you and us for your order unless we notify you that we do not accept your order.
- 2.6 We may decline to accept your order for any reason. If we do decline to accept your order, we will notify you by email or telephone. If we decline your order because we cannot obtain authorisation of your payment details or obtain payment for your order for any other reason then we may invite you to pay by another method.
- 2.7 Please ensure that the contact details provided in connection with any order are correct as we will use these details for all correspondence. If there are any changes to the contact details, please let us know as soon as possible.

## 3. Prices and Payment

- 3.1 The prices of the Products (excluding the Bespoke Events) will be the prices shown on the Website.

- 3.2 The price of a Bespoke Event that you wish to book will be confirmed by us to you by email.
- 3.3 We use our best efforts to ensure that the prices of the Products as confirmed to you (whether on the Website, any email or invoice issued by us or elsewhere) are correct. If there is an error in the price of any Product(s) that you have ordered, please refer to clause 3.4 below.
- 3.4 There may be, from time to time, errors on the Website or any invoice issued by us to you in connection with your order ("**Invoice**"), including incorrect prices for any Product. If there is an error in:
- 3.4.1 the description of a Product that you have ordered, we will contact you and ask you whether you wish to proceed with your order or you would like to cancel it;
  - 3.4.2 the price of a Product stated in the Website or the Invoice we will contact you and give you the option of cancelling your order for the Product or proceeding with the order at the correct price. If we are not able to contact you using the contact details you have provided to us during the order process, then we will treat the order as cancelled and we will notify you of this in writing.
- 3.5 Prices for Products may change from time to time but any increase will not affect any order that we have accepted and confirmed to you as accepted with a Confirmation Email.
- 3.6 All payments for Products ordered through the Website are taken via Visa, Mastercard and American Express.
- 3.7 All payments for Bespoke Events are to be made by bank transfer to our bank account, details of which will be confirmed to you when we issue the Invoice to you and/or by redeeming a Gift Card.
- 3.8 All payments for Bespoke Events must be paid in full in cleared funds at the time of receipt of the Invoice. Until full payment has been received by us for your order for a Bespoke Event, our kitchen, entertaining room and other facilities will be available for booking by any other person.
- 3.9 If we are unable to supply a Product that you have paid for, we will let you know as soon as possible and provide you with a full refund.

#### **4. Personal Information**

- 4.1 When you purchase a Product or participate in an Event, any personal information you provide to us will be used by us in accordance with our Privacy Policy. If you are purchasing a Product for another person, please ensure that such person is aware of and reads these Terms, our Privacy Policy and Cookies Policy. By providing us with their personal information, you confirm to us that you have the consent of such person to share their personal information with us.
- 4.2 We may take photos and film any Event for promotional and social media content. Your permission to take any such photos or make such recordings will be requested at the time that

the photo is taken or the recording is made. All such photos and recordings would be used by us in accordance with our Privacy Policy.

- 4.3 If you take photos during any Event or your use of any other Product and you post any of these photos on any social media channels, you agree that we can repost these photos on the Website, our social media pages or any other social media channels in connection with our marketing and promotions.

## **5. Our Right to Cancel or Reschedule**

- 5.1 We may, on occasion, have to cancel or reschedule an Event due to circumstances outside of our control or where an Event is under subscribed. We require a minimum of 2 persons to have booked for each workshop that is available for booking on the Website and a minimum of 6 persons to have booked for each demonstration that is available for booking on the Website in order for such workshop and demonstration to go ahead on dates specified on the Website.

- 5.2 Subject to clause 5.3 below, if we do cancel or reschedule an Event that you have booked, we will notify you by email or telephone as soon as possible after such cancellation or rescheduling and offer:

5.2.1 to transfer your booking for the cancelled or rescheduled Event that is not a Bespoke Event to another date on which the same Event will be held;

5.2.2 to transfer your booking for the cancelled or rescheduled Bespoke Event to an alternative date; or

5.2.3 you a full refund of any payments made by you in relation to the Event that we have cancelled or rescheduled if you do not wish to transfer your order to an alternative date pursuant to clause 5.2.1 or clause 5.2.2 above.

- 5.3 Without limiting any other rights and remedies we may have, if we do not receive full payment of all monies owing by you to us in respect of your order in accordance with these Terms, we may cancel or reschedule the Product that you have ordered.

- 5.4 If we have to cancel your booking due to a breach of you of any of these Terms, you will not be entitled to transfer your booking to another date or any refund.

- 5.5 We will not reimburse you for any travel or accommodation costs or any other costs in connection with a cancelled, changed or rescheduled Event.

## **6. Your Right to Cancel**

- 6.1 The Events involve catering/leisure services which are held on specific dates. As such, the consumer right of cancellation does not apply to bookings for any Event.

- 6.2 You may be able to transfer your booking of an Event in certain circumstances or be entitled to a refund in relation to your booking of an Event. **Please refer to Section B – Specific Terms below for further details.**

## **7. Exclusion and Limitation of Liability**

- 7.1 Nothing in these Terms excludes our liability to you for personal injury or death caused by our negligence, fraud or fraudulent misrepresentation or any other losses that cannot be excluded by law or limited by applicable law.
- 7.2 We shall not be responsible or liable for:
- 7.2.1 any losses that were not foreseeable to you and us when the contract between you and us was formed (which means any losses that neither you nor us could reasonably anticipate when the contract between us and you was made); or
  - 7.2.2 any losses that were not caused by any breach on our part; or
  - 7.2.3 any losses relating to any business of yours, including, without limitation, loss of profits, revenue, business opportunity, data, goodwill or reputation or business interruption; or
  - 7.2.4 any indirect and/or consequential losses; or
  - 7.2.5 losses to non-consumers.
- 7.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any contract between you and us.
- 7.4 Our total liability to you shall not exceed in aggregate an amount equal to the price you have paid to us for the Product to which your claim relates or if your claim does not relate to any Product to the total sum of £100.
- 7.5 We will not be in breach of our obligations under our contract with you if we are delayed or prevented from complying with those obligations by:
- 7.5.1 any events, circumstances or causes beyond our reasonable control (including, without limitation, disruption to energy supplies, fire, flood, extreme weather, bio-emergencies, accident, any export or import restriction, riot, lockouts, strikes, civil commotion acts of terrorism or war); or
  - 7.5.2 anything you or anyone acting on your behalf does or fails to do.

## **8. Allergens**

- 8.1 The ingredients we use may contain or have been manufactured/prepared on shared equipment with wheat, dairy, eggs, nuts, fish, soya and shellfish and other allergens.
- 8.2 Our kitchen involves the use of a variety of ingredients so there is a risk that food prepared or served on site may contain other allergens not specified.
- 8.3 If you are booking or participating in an Event, please pay particular attention to clauses 12.5 to 12.22 (inclusive) below.

## **9. Intellectual Property Rights**

9.1 You acknowledge and agree that all intellectual property rights:

9.1.1 in the Website, all and any content on the Website and any or all materials published or made available on the Website from time to time are owned by us or our licensors;

9.1.2 in the Event Materials are owned by us or our licensors; and

9.1.3 in and relating to the Products are owned by us or our licensors

(collectively “**Retained Rights**”) and all such rights are reserved.

9.2 Nothing in our contract with you nor by your participation or use of any Product operates to transfer any Retained Rights to you.

9.2 You may download or print off any extract of any page(s) of the Website for your personal records.

9.3 You may use the relevant Event Materials during your participation in any Event and afterwards for your personal use. You shall not make copies of any Event Materials or use them or any part of them for any commercial purposes without our prior written consent.

## **10. Website**

10.1 The Website, its contents and any services provided through the Website may be updated and/or changed from time to time.

10.2 We do not guarantee that the Website or any contents on it will be free from errors or omissions or that the Website is free from bugs or viruses and will be available at all times without interruption.

10.3 Access to the Website is permitted on a temporary basis and we may suspend, withdraw, discontinue or change any part of the Website without notice. We will not be liable to you if the Website is unavailable at any time or for any period of time for any reason and this also applies to any websites which you can gain access to from the Website.

10.4 The Website may contain hyperlinks or references to third party websites which are provided for your reference or convenience only. We have no control over third party websites and we do not accept any responsibility for any content or information contained in them.

10.5 Any hyperlink or reference to a third-party website on the Website does not amount to our endorsement of that third party’s website, products or services.

10.6 If you use a third-party website you are subject to the terms and conditions of that site.

## 11. General

- 11.1 We reserve the right to eject from our premises, without notice, any person whose behaviour is unacceptable, unreasonable or may endanger or offend others. In such circumstances no refunds or rescheduling of the booked Event will be made.
- 11.2 Please do not bring any valuables onto our premises. We will not be responsible for any damage to or the loss of any personal possessions.
- 11.3 Car parking is available on site for guests. Cars are parked at the owner's risk and no responsibility will be accepted by us for any loss of property or damage to vehicles that are parked on site.
- 11.4 Smoking is not permitted inside our school. Guests are welcome to smoke outside.
- 11.5 You are responsible for and liable for any damage and breakages. So please be careful!
- 11.6 We recommend that you obtain suitable travel insurance prior to booking any Event to cover you if you are unable to attend an Event for any unforeseen reasons.
- 11.7 If we are to communicate to you in writing, you agree that communicating with you by email, text message, notices on the Website or other text-based electronic methods counts as communicating with you in writing. Please ensure that your contact details are up to date and that you notify us of any changes as soon as possible.
- 11.8 All written notices to be sent by you to us must be sent by email to [info@satiarteartisan.co.uk](mailto:info@satiarteartisan.co.uk).
- 11.9 Any notices sent by email shall be deemed received and properly served 24 hours after the email was sent. In providing service of any written notice, it will be sufficient to prove, in the case of an email, the email was sent to the specified email address of the addressee.
- 11.10 Where two or more persons are a party as "you" to the contract between us and you, under the term "you", the liability of such persons shall be joint and several.
- 11.11 Any contract we form with you is personal to you. You may not assign, sub-license or otherwise transfer any of your rights or obligations under that contract to any other person.
- 11.12 No one other than you and us has any right to enforce any of these Terms.
- 11.13 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.
- 11.14 A waiver of any right or remedy by us is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 11.15 A delay or failure by us to exercise, or the single or partial exercise by us of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

- 11.16 Termination of our contract with you shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of our contract with you which existed at or before the date of termination.
- 11.17 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 11.18 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claims (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

## **Section B – Specific Terms**

In addition to the terms set out in Section A above, the terms in this Section B shall apply to certain types of purchases only.

### **12. Events**

- 12.1 We must receive full payment from you and you must receive a Confirmation Email from us confirming your booking for an Event before you or any member of your party can attend an Event.
- 12.2 Places on our Events are available on a first come, first served basis upon receipt of full payment and otherwise in accordance with these Terms.
- 12.3 Any person aged between 16 and 18 may attend an Event if they are accompanied by a paying adult.
- 12.4 The content of any Event may be subject to variations.
- 12.5 Some Events may not be suitable for specific dietary requirements. Please carefully review the details of our Events on the Website before you book any of them.
- 12.6 If you are unsure whether a particular Event is suitable for your or any member of your party's dietary or special requirements, please contact us to discuss before you book any Event.
- 12.7 It is your responsibility to let us know of any allergies or other dietary or special requirements as far in advance as possible. So please let us know of any allergies or other dietary or special requirements when you book an Event. We will not be responsible for any issues that arise from not being informed in advance.
- 12.8 We use induction hobs so if you or any member of your party has a pacemaker, please check with your GP and, if applicable, ensure that the relevant member of your party does the same with their GP before attending the Event you have booked.



- 12.9 By booking a particular Event, you confirm that such Event will suit your and all your party's dietary requirements.
- 12.10 If you do not inform us of any specific dietary and/or other requirement until the day of the Event that you are attending, it may not be possible to accommodate your needs and you may not be able to participate in the Event. In these circumstances you will not be entitled to a refund.
- 12.11 If you withdraw your consent to our use of your special category data (please see our Privacy Policy for further details), we will not be able to allow you to participate in the Event that you have booked as we will no longer be able to fulfil your requirements. In these circumstances, you will not be entitled to a refund.
- 12.12 You are solely responsible, and we accept no responsibility, for ensuring that allergy and dietary requirements are looked after for anyone who consumes any food you take home from an Event.
- 12.13 We reserve the right to alter a particular ingredient or item on the menu if it is unavailable and replace it with a suitable alternative.
- 12.14 If you provide to us incomplete, inaccurate or incorrect information or instructions, we may cancel your booking for the Event by giving you written notice, or we may make an additional charge of a reasonable amount to cover any extra work that is required. If we cancel your booking pursuant to this clause 12.14, you will not be entitled to a refund.
- 12.15 As we keep our numbers small, we will not be able to refund you if you cannot attend an Event (excluding a Bespoke Event) unless we are able to fill your place on such Event. You can transfer your place at such Event to another date on which the same Event is to be held or to another Event or you can transfer your place or any place in your group booking to another person for no additional charge if you notify us by email **at least 28 days before the date of the Event that you have booked**.
- 12.16 If you wish to transfer a place, please let us know by email at [info@satiarteartian.co.uk](mailto:info@satiarteartian.co.uk) **at least 28 days before the date of the Event you have booked** and confirm to us either: (i) the new date of the same Event or another Event that you wish to transfer your booking to; or (ii) the name, address, email address, contact number, allergies, dietary requirements and any other special requirements of the person that you wish to transfer your place to and that such person has read and consented to these Terms, our Privacy Policy and Cookies Policy.
- 12.17 If you or any member of your group are unable to attend an Event (but excluding any Bespoke Event) that you have paid for (but excluding any bookings made by redeeming a Gift Card) and it is **less than** 28 days before the date of the Event, we can try to resell your place. If we are able to fill your place for such event, we will refund you in full minus an administration charge of £25.00. If we are not able to fill your place, you will not receive a refund.

- 12.18 If you cannot attend an Event (excluding a Bespoke Event) that you have paid for by redeeming a Gift Card, you may only transfer your booking to another date on which the same Event will be held or to a different Event.
- 12.19 All transfers are strictly subject to availability and if you transfer your booking to a different Event that is of a lower value, the difference in price will be refunded to you. If you transfer your booking to another Event that is of a higher value, then you will need to pay the difference to us in order for us to confirm your transfer.
- 12.20 Please ensure that you and if attending as part of a group, all members of your group arrive at least 15 minutes prior to the commencement of the Event. We cannot be held responsible for any failure to arrive at the correct date and time and you will not be entitled to a refund or be able to transfer your order for the Event to an alternative date or time if you or any member of your group are late.
- 12.21 We reserve the right to only admit members of your party whose names you provided as attendees when you placed your order.
- 12.22 If you will be participating in one of our workshops or other hands-on activity, please wear comfortable clothes and non-slip flat closed toe shoes. We are not liable for any damage which occurs to clothing. Long hair must be tied back in the kitchen.
- 12.23 You will follow all our hygiene, health and safety instructions and procedures provided to you during an Event. You acknowledge and agree that you are ultimately responsible for your own health and safety and there is an element of risk in participating in any of our Events.

## 13. Bespoke Events

- 13.1 **Only the terms set out in clauses 12.1 to 12.14 (inclusive) and clauses 12.20 to 12.23 (inclusive) above apply to Bespoke Events.**
- 13.2 A minimum charge and a maximum number of attendees applies to all Bespoke Events. The minimum charge and maximum number of attendees will vary depending on the requirements of the Bespoke Event. We will confirm the minimum charge and maximum number of attendees for the Bespoke Event you wish to book once we understand the requirements of the Bespoke Event you wish to arrange.
- 13.2 You may cancel the Bespoke Event that you have booked and paid for (but excluding any booking made by redeeming a Gift Card) by emailing us at [info@satiarteartisan.co.uk](mailto:info@satiarteartisan.co.uk). If you notify us in writing of your cancellation:
- 13.2.1 **at least 28 days before the date the Bespoke Event is due to take place**, we will refund you the amount that you have paid for the Bespoke Event minus a £25 administration fee; or
- 13.2.2 **on less than 28 days before the date the Bespoke Event is due to take place**, no refund will be issued.

- 13.3 If you have paid for the Bespoke Event by redeeming a Gift Card, you may only reschedule the date of such Bespoke Event to a future date (subject to availability) if you cannot proceed with the original date of the Bespoke Event.
- 13.4 If you wish to reschedule the date of the Bespoke Event you have booked, please contact us to discuss alternative dates. We will try to accommodate your request but any rescheduling of the date of the Bespoke Event you have booked is entirely at our discretion.
- 13.5 You may increase the number of participants at the Bespoke Event that you have booked by contacting us by email at [info@satiarteartian.co.uk](mailto:info@satiarteartian.co.uk) at least two weeks prior to the date of the Bespoke Event. We will try to accommodate your request but any increase to the number of participants is entirely at our discretion. If we agree to increase the number of participants, you shall make immediate payment for the additional cost that we confirm to you of each additional participant.
- 13.6 You shall confirm to us the final number of participants, their names, their dietary requirements and any other specific needs they may have at least two weeks before the date of the Bespoke Event that you have booked.
- 14. Gift Cards**
- 14.1 Once you have made payment for a Gift Card on the Website, we will send to you an email confirmation of your purchase.
- 14.2 The recipient of the Gift Card will receive an email from us that they have received a Gift Card. This email will contain the unique gift code which is required to redeem the Gift Card on the Website.
- 14.3 A Gift Card can be used to pay for any Product that we offer for purchase on the Website or the Bespoke Event which the Gift Card was issued for.
- 14.4 To redeem a Gift Card that does not relate to a Bespoke Event, please visit the Website and select the Product you wish to purchase. During payment, please select the Redeem gift card option and enter the Gift Card's code. If the price of the Product is more than the value of the Gift Card, you can pay remaining cost using your credit or debit card.
- 14.5 To redeem a Gift Card for the Bespoke Event which such Gift Card was issued for, please contact us by email at [info@satiarteartian.co.uk](mailto:info@satiarteartian.co.uk)
- 14.6 A Gift Card can be redeemed within 12 months from the date of purchase. After the expiry of this 12-month period, the Gift Card will automatically expire.
- 14.7 Gift Cards cannot be cancelled or refunded.
- 14.8 Gift Cards cannot be exchanged for cash.