

# **TERMS AND CONDITIONS**

# 1. INTRODUCTION AND HOW TO CONTACT US

- 1.1. The following Terms and Conditions (T&C) apply to all courses, classes and events provided by Empower to Cook.
- 1.2. Empower to Cook is a Community Interest Company registered at Companies House with company number 09255178. The registered address is 11c Duke St., High Wycombe HP13 6EE.
- 1.3. You can contact us by going to our website or writing us at hello@empowertocook.co.uk.

# 2. GENERAL POLICY

- 2.1. Courses are provided at Community Cooking and Wellbeing Kitchen, 11c Duke St., High Wycombe HP13 6EE (our premises), Online, or at Client's Location, as agreed per contract.
- 2.2. The fees for each course include the price of all ingredients used during the Empower to Cook class. The Fees have an Effective Date of [01/01/2020]. All Fees include VAT and must be paid in advance.
- 2.3. Payments by card or bank transfer are accepted.
- 2.4. The option to pay fees in instalments is applicable for courses exceeding 2 weeks in length only.
- 2.5. Fees are inclusive of ingredients (except where otherwise indicated).
- 2.6. Empower to Cook is closed on Bank Holidays. Courses which fall on these dates will be rescheduled.
- 2.7. Courses can be cancelled or changed at any time but additional fees may apply. For Cancellation, Refund and Transfer see clause 7.7. Empower to Cook cannot accept any responsibility for unforeseen changes in Students' or Clients' circumstances that may prevent attendance.
- 2.8. Group classes are only for learners aged 18 and over except for the Young Learners Programmes.

# 3. HEALTH & SAFETY

- 3.1. We ask you to provide us with specific dietary requirements and/or food intolerances during the booking process. Please remind our staff of these on arrival. It is difficult to accommodate these needs if we do not know about them in advance, and depending on the requirement, we may not be able to accommodate them within the framework of the session.
- 3.2. Please note that while we try our utmost to accommodate allergies and food intolerances, we do handle most food allergens in the premises (gluten, nuts, dairy, sesame, eggs, peanuts, soya, celery, mustards, lupins sulphites, fish, molluscs, crustaceans). If you have a severe allergy, you are kindly requested to get in touch with us so we can assess your participation with you.
- 3.3. During the class, we advise you to wear lightweight clothing and ensure that long hair is tied back. We advise you to wear non-slip shoes and to ensure your toes are covered.
- 3.4. While we are aware that accidents do happen, we ask you to respect our equipment and use it with care. We ask you to report and pay for any careless damages and breakages where appropriate.



## 4. CODE OF CONDUCT

- 4.1. Participants are kindly requested to conduct themselves in a courteous manner and refrain from causing offence or nuisance to us, our staff or other students. Please refer to Empower to Cook Anti-Harassment and Bullying Policy.
- 4.2. We reserve the right to refuse admission based on reasonable issues such as logistics, or inappropriate behaviour. At all times you must conduct yourself in relation to other guests, suppliers or third parties with respect and in a responsible and careful manner. Guests failing to behave appropriately may be expelled, suspended or prevented from continuing with a session.
- 4.3. Session organisers or cooking leaders can refuse admission if in their opinion you may be a risk to others or yourself, or if you are under the influence of alcohol or drugs
- 4.4. Under no circumstances we will tolerate a behaviour that can be considered bullying, harassing or discriminating. Please, refer to our policies on Safeguarding, and Anti-Harassment and Bullying.

## 5. COURSE TYPOLOGY

- 5.1. Our courses will follow the following typology:
  - 5.1.1. Masterclass: Class or course open to the general public. Please refer to clause 7. Masterclass.
  - 5.1.2. **Tailored**: Class or course agreed with a private party. It includes Social Enterprises. Please refer to clause 8. Tailored.
  - 5.1.3. **Community**: Class or course run to benefit the local community, as part of our community delivery. Please refer to clause 9. Community.
  - 5.1.4. **Young Learners**: Class or course run with students under the age of 18. Please refer to clause 10. Young Learners.

#### 6. COURSE FORMAT

#### 6.1 Onsite

- 6.1.1 Onsite courses are run at our premises (11c Duke St., High Wycombe HP13 6EE).
- 6.1.2 Courses may be transformed into an online format if Empower to Cook considers this preferable for health & safety reasons and in order to ensure the security of the public and the personnel.
- 6.2 External location
  - 6.2.1 External Locations can be agreed with a Client prior to the start of the courses and are regulated by a contract.

## 6.3 Online

6.3.1 Courses that are tagged as "online" are unlikely to be converted into onsite courses, unless circumstances change and all the students of a given group are willing to do so.



- 6.3.2 All courses grant access to an online platform (currently Zoom) which is the main online interface between teachers and students. Further resources are accessible through our website or Eventbrite, in accordance with our Privacy policy.
- 6.3.3 We strive to maintain our online courses protected and safe by appropriately storing and sharing secure login details. Participants are responsible for their own safeguarding while on internet.
- 6.3.4 Empower to Cook is not responsible for purchase of ingredients or cooking tools, unless otherwise agreed. Participants are requested to check in advance they have all that's needed for the correct running of the class. Empower to Cook will endeavour to assist participants with suggestions and substitutions whereas ingredients or tools are not available.
- 6.3.5 We provide Health and Safety techniques, but we cannot be held responsible for any accident happening at the participants' locations.

## 6.4 Hybrid

6.4.1 Courses that are tagged as "hybrid" alternate between onsite and online classes. The schedule will be conveyed ahead of the class and fall under the conditions that are described above for "online" and "onsite classes.

## 7. MASTERCLASS AND COURSES

- 7.1 Masterclasses and Courses are advertised to the general public through our website and open to all, providing the successful completion of a booking and the securement of a place. Every effort is made to ensure that prices for sessions advertised on the company's site are accurate. If a booking has been accepted and an error is subsequently found the company will inform you as soon as possible and offer you the option of reconfirming your booking at the correct price or cancelling your booking for that session otherwise.
- 7.2 Payments need to be settled before the start of the Masterclass.
- 7.3 Payments include VAT and cover for all ingredients used in the course.
- 7.4 Empower to Cook cannot accept any responsibility for unforeseen changes in personal circumstances that may prevent attendance. Non-attendance at classes due to reasons other than our default does not entitle to refunds, extra tuition or a transfer.
- 7.5 If, for reasons outside your reasonable control (such as illness) you miss classes, we will use our reasonable endeavours to offer you additional support.
- 7.6 Fees cannot be refunded once a course has started and no partial refund can be granted for classes not attended.
- 7.7 Requests for cancellations and refunds must be made via email before the course commences.
  - 7.7.1 Cancellation: Masterclasses and courses can be cancelled via email. Additional fees may apply as per clause 7.7.2.



- 7.7.2 Refund: Masterclasses and courses are fully reimbursed when a written request is communicated more than 7 days before the start of the booked Masterclass or course. We endeavour to reimburse using the same method of payment chosen at the time of the booking. 70% of the Masterclass or course fee is reimbursed if the written request for refund is received between 6 days and 2 business days before the first day of the Masterclass or course. No reimbursement is offered when a cancellation is made less than 2 business days before to the start of a Masterclass or course, or in case of a no-show.
- 7.7.3 Transfer: If the written request is received less than 10 days before the course starts, any change of course or schedule requested by students is subject to availability.
- 7.8 In the unlikely event Empower to Cook needs to cancel or postpone a session (due to lack of sufficient bookings, unavailability of a venue or cooking leader, or unforeseen circumstances) we will contact you and offer an alternative date or full refund. Please respond to the offer within 30 days, after which the offer lapses and the booking fee is forfeited.
- 7.9 Unless otherwise specified, our classes are limited to 16 students per class see our Covid Policy for the current period.
- 7.10 If a class is postponed for reasons for which we are responsible, including staff illness, we will make every reasonable effort to reschedule the class. We apologise for this inconvenience.

# 8. TAILORED

- 8.1 Tailor-made courses are courses or single Masterclasses agreed between Empower to Cook and a private subject (Client), with a contract signed by both parts.
- 8.2 Empower to Cook cannot accept any responsibility for unforeseen changes in the Client' circumstances that may prevent attendance. Non-attendance at classes due to reasons other than our default does not entitle to refunds, extra tuition or a transfer.
- 8.3 Empower to Cook cannot accept any responsibility for unforeseen changes in personal circumstances that may prevent attendance. Non-attendance at classes due to reasons other than our default does not entitle to refunds, extra tuition or a transfer.
- 8.4 Fees cannot be refunded once a course has started and no partial refund can be granted for classes not attended by one or more of the attendees.
- 8.5 Requests for cancellations and refunds must be made in writing before the course commences.
- 8.6 Refund: The following charges will apply:
  - 8.6.1 If the written request is received more than 10 days before the course starts, a fee of £35 will apply.
  - 8.6.2 If the request is received 10 days or under before the first day of the course, up to 2 business days before its start, a fee equivalent to 30% of the total course fee will apply.
  - 8.6.3 No reimbursement is offered when a cancellation is made less than 2 business days before to the start agreed date of start.



8.7 Social Enterprises will receive a 20% discount on Tailored Courses. Social Enterprises are Charities, Community Interest Companies, Schools, Public Institutions, Institutions working with mental and social care. Cancellations and refunds terms apply as per Tailored Courses.

## 9. COMMUNITY

- 9.1 Community classes and courses are run for the benefit of the community and are possible thanks to donations, grants or funds made available by private and public institutions, as well as individuals.
- 9.2 A contribution toward expenses may be asked to the participants or the Organisation responsible for the activity.
- 9.3 If the course is run on donation basis, donations are accepted at the premises. We also accept bank transfers.
- 9.4 If the course is run on a donation basis, no-one will be turned away due to lack of funds.
- 9.5 Empower to Cook cannot accept any responsibility for unforeseen changes in personal circumstances that may prevent attendance. Non-attendance at classes due to reasons other than our default does not entitle to refunds, extra tuition or a transfer.
- 9.6 If a class is postponed for reasons for which we are responsible, including staff illness, we will make every reasonable effort to reschedule the class. We apologise for this inconvenience.

#### 10. YOUNG LEARNERS

- 10.1 Online Courses:
  - 10.1.1 As a guardian, you will supervise the child's internet activity and online learning Empower to Cook cannot be held accountable for the student misuse of the Internet.
  - 10.1.2 As a guardian, you are responsible for safeguarding the child during the online course. Empower to Cook cannot be held accountable for safeguarding your child during the online summer camp.
- 10.2 Onsite Courses:
  - 10.2.1 Keeping children safe is of the utmost importance to us and to the schools we work with. All our teachers have been subject to a UK Disclosure and Barring Services (DBS) check. Please, refer to Empower to Cook Safeguarding and Child Protection Policy.
  - 10.2.2 All information will be handled in a secure and confidential manner and held in accordance with the Data Protection Act. Data will only be collected, stored and used for activities related to Empower to Cook.
  - 10.2.3 As a guardian, you are responsible for the good behaviour of your child and you understand that uncooperative attitude and disruptive behaviour will not be tolerated and might lead to expulsion (refunds will not be granted under these circumstances).
  - 10.2.4 Students are asked to refrain from using mobile phones during lessons, unless advised otherwise for learning purposes.