

## **Art Soup Drawing & Painting Class: Terms & Conditions**

### **Class Time & Place**

- The class runs on a Thursday evening from 7-9pm.
- The class is held at Dalgety Bay Sailing Club, The Wynd, Dalgety Bay KY11 9SJ. In the event that the class is to be held at a different venue for a week, attendees will be notified as far in advance as possible.
- The classes will break for holidays e.g. Christmas and Summer, and the dates of these breaks will be communicated in advance.

### **Health Issues**

- Please notify us when you request a booking whether you have any health, allergy or learning issues. We do not offer or provide any medical supervision and our classes may not be suitable for all adults.

### **Age of Attendees**

- Class attendees must be aged 18 yrs or over. Those aged 16 yrs or over can attend the class if accompanied by a parent/ guardian who is also attending the class as a paying participant or if they have written permission to attend from a parent/ guardian.

### **Class Price & Payment**

- The cost is £15 per class, This covers a set of basic drawing materials and your first sketchbook plus basic materials and supplies for all class activities.
- Classes are booked in a 4 week continuous block (£60 total). By agreeing to a booking, we are entering into a contract that we will supply and you will pay for 4x consecutive classes.
- Payment is due a week in advance of the upcoming 4 week block. I will send a reminder via email a week prior to payment being due. *Please let me know if a situation arises where this is an issue and we can discuss payment options.*
- Your place in the upcoming block will be secured by payment of £60 using the PayPal link provided below:

[https://paypal.me/artsoup24?country.x=GB&locale.x=en\\_GB](https://paypal.me/artsoup24?country.x=GB&locale.x=en_GB)

*If you are happy to do so, I would be grateful if you could select the 'For friends and family' option as that will avoid me being charged £2.50 for the transaction! I will let you know when I have received your payment.*

Alternatively you can pay by bank transfer using the details below. Please let me know when you do the transfer so I can confirm it has gone through:

Name: Victoria Bishop

Account number: 00130275

Sort code: 83-15-08

### **Booking and Attendance**

- Attendees of the current block will have priority booking for the upcoming 4 week block.
- Previous attendees are welcome to rejoin the class at any time if a place is available at the time of enquiry.

**Cancellation if you are unable to attend a booked class within a 4 week block you have already signed up for**

- If you cannot attend a class/ classes within the block you signed up for (that is, where we have provided all the classes you have paid for), you will still be charged for this class unless we can replace you with another fee paying adult for the same class/ classes.
- If you wish to end the block before it is completed (that is, where we have provided all the classes you have paid for), we will charge you a cancellation fee equivalent to the full cost of the classes you signed up for, unless we can replace you with another fee paying adult for the same classes.
- *Please let me know if you cannot attend a class or classes due to unavoidable circumstances (e.g. the hospitalisation of oneself or a family member) and we may (at our discretion) be able to hold a place in the class for you.*

**Cancellation if you wish to end the contract after the end of a 4 week block**

- If an attendee chooses not to return after their current 4 week block has finished, their place will be offered to someone on the class waiting list.
- *Please let me know if you cannot attend a class or classes due to unavoidable circumstances (e.g. the hospitalisation of oneself or a family member) and we may (at our discretion) be able to hold your place for you.*

**Cancellation if we cannot supply a class**

- In the event that a class has to be cancelled, I will let all participants know as soon as possible via email and the cancelled class will automatically be added to the end of your current block of classes.
- If you cannot attend any reasonable alternative, then you may request a refund for the cancelled class.

**How and when your refund will be made**

- We will make any refunds due to you as soon as possible, using the method you paid with (Paypal or bank transfer)

**Our Rights to end a contract**

- We may end the contract if you breach it. We may end the contract at any time by writing to you if:

(a) do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or

(b) act in a disruptive manner, which we believe affects the running of a Session or prejudices the safety of the other participants. This may include but not limited to for instance, not contributing to a positive atmosphere in the studio, appearing in the eyes of others to be harassing or bullying or intimidating others, or being or appearing to be inebriated.

- You must compensate us if you breach the contract. If we end the contract in the situations set out above you will remain liable to pay our charges for the remainder of the 4 week block and we will not refund you for any remaining classes if we are unable to fill the vacancy.

**In the event of permanently stopping the classes**

- We may write to you to let you know that we are going to stop providing the classes. We will let you know at least one month in advance of our stopping the supply of the classes and will refund any sums you have paid in advance for classes which will not be provided

**Our responsibility for loss or damage suffered by you**

- Please note we hold Public Liability insurance up to £2,000,000 and Professional Indemnity Insurance up to £250,000.
- 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 suffered that is a foreseeable result of our breaching this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen; for example, if you discussed it with us during the booking process.

**Nobody else has any rights under this contract**

- This contract is between you and us. No other person shall have any rights to enforce any of its terms.