



## TERMS AND CONDITIONS FOR BOOKINGS ON THE HEART OF COOKING

### BOOKINGS AND CANCELLATIONS

1. Bookings can be made on this website up to 6 hours before the time of the session or class. If you wish to book a session or class on less than 6 hours' notice, please call us for availability.
2. If you need to cancel a session or class and wish to receive a refund or exchange, you must contact us directly at least 24 hours before your session or class. This is because we order the food in advance. We are sorry that we cannot refund or rebook any cancellations received after this time.
3. If you need to change or add to any of your The Heart of Cooking meal choices, you must give us at least 24 hours' notice. Please contact us directly to see if this is possible. After this time, it will not be possible to make any changes.

### SESSIONS/CLASSES

By attending, you agree that:

1. You will follow all our hygiene and safety procedures. We recommend that you wear practical clothing;
2. You will arrive within 10 minutes of the start of your session or class;
3. You will not attend if you have been ill or become in the 48 hours before your session with any communicable diseases e.g. colds and flu; diarrhoea, vomiting; and other infections. This is to protect all our customers as these sorts of illnesses can be spread through food.
4. You may be refused admission if we suspect that you are under the influence of alcohol or any other substance or that you are engaging in inappropriate behavior;
5. You will consume any alcohol offered responsibly;
6. You will follow all our instructions for the preparation of the meals, transportation, storage, heating and consumption of The Heart of Cooking meals;
7. You are responsible for the transportation and proper storage and heating of your The Heart of Cooking meals;
8. You release us from all claims, damages and causes of action or liabilities which may arise as a result of your preparation, storage and consumption of The Heart of Cooking meals, except if solely due to our negligence;
9. Without exception, you will indemnify and hold us and our employees harmless from all responsibility for any loss of personal property whilst at the store or for any injuries or damages you sustain or, or that anyone affiliated with or connected with you in any way may



sustain, in connection with or resulting directly or indirectly from your preparation of The Heart of Cooking meals, save where such injuries or damages arise as a result of our negligence; and

10. Our liability to you shall not exceed the total price charged for any sessions/ classes booked. Nothing in these terms and conditions excludes our liability to you for personal injury or death caused by our negligence.

#### CHILDREN

Unless indicated otherwise, please note that children must be over the age of 8 to participate. All children aged between 8 and 16 attend a lesson or class must be supervised by an adult at all times. You may bring your children with you provided that you supervise them at all times. Alcohol will only be served to those of you over 18!

#### FOOD ALLERGIES

Ingredients may have been manufactured on shared equipment with wheat, dairy, eggs, nuts, fish, soya and shell fish and other allergens. Please call us for help with any food allergies. You agree to take into account the dietary restrictions of anyone who may consume your 'The Heart of Cooking' meals by leaving out any foods that may incur harm to the people who will be eating the food you prepare.

#### PAYMENT

Please refer to Section 3 in The Heart of Cooking terms and conditions.

## TERMS AND CONDITIONS (“TERMS”)

#### TERMS OF USE

1. In accessing the Site (<http://www.theheartofcooking.com>), you agree to do so only for your own personal, non-commercial use and in accordance with these Terms.
2. The Site is owned and operated by Aubrey Kurlansky on behalf of Aubrey Kurlansky and The Heart of Cooking trading . Please read the Terms carefully as they set out your rights and obligations and the terms on which we makes the Site available to you.
3. Visitors to the Site just wishing to view content do not need to register. However, any use of the Site (including, but not limited to, viewing content) constitutes your



acceptance of these Terms, which takes effect the moment you first use the Site. If these Terms are not accepted in full, you should not access the Site and should stop using it immediately. We reserve the right to change the Terms at any time by posting changes online and it is your responsibility to refer to and comply with the most up to date Terms on accessing the Site. Your continued use of the Site after changes are posted constitutes your acceptance of the Terms as modified.

4. Unless otherwise stated, you may not copy, reproduce, republish, download, post, store (including in any other website), distribute, transmit, broadcast, commercially exploit or modify in any way any of the Site's material or content (including other Contributions or any advertising or sponsorship) or permit or assist any third party to do the same.

5. You agree to only use the Site for lawful purposes, in a manner which does not improperly infringe the rights of, or restrict or inhibit the use and enjoyment of, the Site by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is libellous, in breach of anyone's privacy or which may harass, cause real distress or inconvenience to any person and the transmission of obscene or offensive content or interruption of the normal flow of dialogue within the Site.

6. The Site may include links to third party web sites ("Third Party Sites") from time to time. You acknowledge and agree that we will not be responsible for the availability of the Third Party Sites and will not be responsible or liable for any content or services from the Third Party Sites. Your accessing of the Third Party Sites is at your own discretion and risk.

7. Some parts of the Site may have specific Terms of use (e.g. competitions). By registering for and/or using these parts of the Site you are agreeing to these specific Terms. If there is any conflict between the Terms and specific Terms appearing on the Site, the specific Terms shall prevail.

#### AVAILABILITY OF THE SITE AND LIABILITY

1. The Site, Contributions and information, images, logos and content relating to the Site and/or any of our associated companies, products and services (or to third party products and services), are provided 'AS IS' and on an 'AS AVAILABLE' basis without any representation, endorsement or warranty of any kind, including but not limited to implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.



2. We will endeavour to provide the Site using all reasonable care and will use reasonable efforts to make the Site available to you at all times. However you acknowledge that the Site is provided over the internet and so the quality and availability of the Site may be affected by factors that are outside our reasonable control such as technical faults in your ISP's and/or telecommunication providers' network/service. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, providers, computer equipment or software, or failure of any email to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any website (or any combination of these things).

3. We make no guarantees that the Site will be available, uninterrupted or error free, or that defects will be corrected, or that the Site or the server that makes it available are free of viruses or bugs. Except as required by law, we will not be responsible for any loss or damage caused by: (a) interruption or delay to the Site or errors, viruses or bugs contained in the Site caused by events outside our reasonable control; (b) your negligence, your breach of the Terms or failure to follow our reasonable instructions; (c) any incompatibility of the Site with any other software or material on your equipment; (d) any unauthorized use of the Site; or (e) any other factor that is outside our reasonable control.

4. Content, information and other material on the Site may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of these or the reliability of any information displayed or distributed through the Site (including provided through any software). You acknowledge that reliance on any such information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any part of the Site and to make changes to the Site and to the materials, products, programs, services, content or prices described in the Site at any time without notice.

5. We cannot accept any responsibility for any damage, loss, injury or disappointment suffered though use of the Site. In no event will we or any of our third party affiliates or Aubrey Kurlansky personally be liable for any damages whatsoever, whether in action of contract, negligence or other action, including (but not limited to) damages for loss of use of the Site, damage to equipment or other software, or loss of data or profits or for other monetary loss or for any indirect or consequential damages, arising out of or in connection with the use (or inability to use) or performance of the



Site. In addition, in no event shall we or any licensors or third party affiliates be liable for any unauthorized use of the Site.

6. These exclusions do not apply to death or personal injury caused by our negligence and only apply to the extent permitted by law. This does not affect your statutory rights.

#### INTELLECTUAL PROPERTY RIGHTS INCLUDING COPYRIGHT

1. The names, images and logos identifying The Heart of Cooking, all our associated companies or third parties and any products and services are proprietary marks of these parties. Nothing in the Terms shall be construed as conferring to you any license or right under any intellectual property right of all the above parties unless expressly stated otherwise.

2. All copyright, trade marks and other intellectual property rights in the Site (including the design, arrangement and look and feel) and all material, software or content supplied as part of the Site, other than your Contributions and Your Data (as included in the Privacy Policy below), shall remain at all times our property or the property of our licensors and is protected by copyright law.

3. Any products and services on the Site are subject to availability and are available at our sole discretion.

#### GENERAL

1. The Terms shall be governed by and construed in accordance with the laws of England. Any disputes arising from the Site or Terms will be decided only by the English courts.

2. We make no representation that materials on the Site are appropriate or available for use at locations other than the UK and Republic of Ireland and access to them from territories where their contents are illegal is strictly prohibited. If you access the Site outside of the United Kingdom or Republic of Ireland, you are responsible for compliance with all local laws.

3. If any of the Terms are held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms which will continue to be valid and enforceable to the fullest extent permitted by law.



4. You agree to indemnify and keep indemnified us from and against all claims, damages, expenses, costs and liabilities (including legal fees) relating to or arising from your use and/or Membership or arising from any breach or suspected breach of the Terms by you or your violation of any law or the rights of any third party.

5. We can transfer its rights and obligations under the Terms to any company, firm or person provided this does not affect your rights under the Terms. You may not transfer or assign your rights or obligations under the Terms to anyone else and your Membership is personal to you.

#### PRIVACY POLICY AND PERSONAL DATA

1. In order to provide you with the full range of services on the Site, we are sometimes required to collect information about you. We will use any personal information collected from the Site in accordance with all laws and regulations relating to the protection of personal data including the Data Protection Act 1998 (as may be amended) (the “Data Protection Act”). Further details on the Data Protection Act can be found on the Information Commissioner’s website ([www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk))

2. Personal information you are asked to supply during your use of the Site including that you supply voluntarily as part of the registration process and any other information relating to your Contributions (“Your Data”), will be used by us, our group companies, service providers and other organizations and by subcontractors, employees, agents and advisors (including legal advisors) as follows: (i) to administer your Membership; (ii) in making decisions about whether any Contributions you seek to upload onto the Site should be accepted, rejected or used; (iii) for marketing purposes where you have specifically agreed to this (see paragraph 10 below); and/or (iv) as set out on the Site or the Terms. In addition, we may at our discretion disclose this information to the police, regulatory bodies or any legal advisers in connection with any alleged criminal offence or suspected breach of the Terms by you or otherwise where required by law.

3. You may be requested to take part in promotional activity and we reserve the right to use your details, photographs and audio and/or visual recordings in any publicity.





8. The Site contains hyperlinks to websites owned and/or controlled by third parties who have their own privacy policies and we advise you to check them. Advertisers may for example use cookies to track responses to their adverts. We do not accept responsibility or liability for the privacy practices of such third party websites and you use them at your own risk.

9. Disabling/Enabling Cookies - users have the ability to accept or disable cookies by modifying the settings in their browser. Disabling cookies however may mean that some functionality of the Site may be affected. For further directions on how to disable cookies please click here for the Interactive Advertising Bureau's guidelines: [www.allaboutcookies.org/manage-cookies/stop-cookies-installed.html](http://www.allaboutcookies.org/manage-cookies/stop-cookies-installed.html)

10. There are opportunities on the website to receive e-mail communications alerting you to news and offers from us as fully explained before you subscribe. You may unsubscribe from these emails at any time by replying to the email unsubscribe link.

11. We will not disclose voluntarily provided details to third parties or use your Data or Contributions in any other way other than set out in this Privacy Policy and the Terms without your prior consent.

12. If you are 16 or under, please get your parent or guardian's consent beforehand whenever you provide personal information on the Site.

13. We will hold your Data and Contributions for as long as is necessary and reasonably required for the relevant service or purpose.

### 3. Payment

VIA SECURE PAYPAL SERVER

### 4. Contact us

You can contact us:

Via post:

107b Rosendale Road | London SE21 8EZ

Via email: [learn@theheartofcooking.com](mailto:learn@theheartofcooking.com)

Via telephone: 07515 744 557 | 020 8670 6358, 7 days a week.



## DATA PROTECTION NOTICE

The purpose of this statement is to set out how we use personal information we may obtain about you when you are using The Heart of Cooking website. By registering as a user of our services and by using The Heart of Cooking website generally you agree to this use.

1. When you register and use this site you will be asked to provide certain information such as your contact details. We will store this data and hold it on computers or otherwise. We will use this data to fulfill our agreement with you.
2. We may use information you provide or that has been obtained by us:
  - a. To register you with our website and to administer our website services;
  - b. For assessment and analysis (e.g. market, customer and product analysis) to enable us to review, develop and improve the services which we offer and to enable us to provide you and other customers with relevant information through our marketing program. We may use your information to make decisions about you using computerized technology, for example, automatically selecting products or services, which we think will interest you from the information we have.;
  - c. For the prevention and detection of fraud; and
  - d. To administer any prize draws or competitions you may enter.
3. We may give information about you to the following, who may use it for the same purposes as set out above:
  - a. To our employees and agents to administer any accounts, products and services provided to you by us now or in the future.
  - b. Agents who profile your data (which cannot identify you personally) so that we may tailor the goods/services we offer to your specific needs.

We may also disclose your information:

- c. To anyone to whom we transfer or may transfer our rights and duties under our agreement with you.
  - d. If we have a duty to do so or if the law allows us to do so.
4. The Heart of Cooking website may contain hyperlinks to websites owned and/or controlled by third parties who have their own privacy policies and we advise you to check them. Advertisers may for example use cookies to track responses to their adverts. We do not accept responsibility or liability for the privacy practices of such third party websites and you use them at your own risk.
  5. In order that we can monitor and improve the website, we may gather certain





your identity before we disclose any information.

10. Please note that any products and services are supplied subject to our standard terms and conditions. If you have any comments or queries in connection with our privacy policy, please e-mail us at [learn@theheartofcooking.com](mailto:learn@theheartofcooking.com).