

TERMS AND CONDITIONS FOR BUYING PRODUCTS AND JUST BROWSING

Welcome to **Applegate Studio**, which is operated by Bryony Applegate.

In these terms, we also refer to Applegate Studio as “our”, “we”, or “us”.

And you are you!

What are these terms about?

These terms apply when you use this website, being www.bryonyapplegate.co.uk and any other websites we operate with the same domain name and a different extension (**Website**).

These terms also apply when you purchase products through this Website (**Products**) and book services through this Website (**Workshops**).

If you're looking for our Privacy Policy, which we will comply with and you also agree to be bound by, you can find it here [Privacy-Policy-Bryony-Applegate-final.pdf \(bryonyapplegate.co.uk\)](#).

How do I read these terms?

We separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- Part A: Terms for when you book Workshops (applies when you book)
- Part B: Terms for when you buy Products (applies when you buy)
- Part C: Terms for when you browse and interact with this Website (applies when you browse including when you buy Products or book a Workshop on the Website)
- Part D: Liability and warranties, and interpretation provisions (applies to booking, buying and browsing)

Please let us know if you have any questions about these terms, and don't continue using this Website or purchase any Products unless you have read and agree to these terms.

I've returned to your Website, do I need to read these terms again?

Once you place an Order or Booking, the terms accepted at the point of sale will apply to your purchase of those Products or Workshops. However, please note that we may change any part of these terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website, purchase Products or book Workshops. You can check the date at the top of this page to see when we last updated these terms.

YOUR KEY INFORMATION

The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that up to 14 days after receiving your Products, in some cases, you can change your mind and get a full refund.

Please note this does not include contracts for goods that are made to your specifications or are clearly personalised.

The Consumer Rights Act 2015 (applicable in the United Kingdom) requires that all our Products are as described, fit for purpose and of satisfactory quality and so nothing in these terms affects statutory rights.

During the expected lifespan of your Product, if this Act applies to you, you're entitled to the following:

- up to 30 days: if your goods are faulty, you can get a refund;
- up to six months: if it can't be repaired or replaced, then you're entitled to a full refund in most cases;
- up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights in the United Kingdom. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information above summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

If you have any questions about this contract or any orders you have placed, please contact us by sending an email to: info@bryonyapplegate.co.uk.

Part A For When You Book a Workshop

1 BOOKING A WORKSHOP

- (a) You can book a Workshop using the functionality on the Website (**Booking**).
- (b) We offer both regular Workshops at specified times, where you can attend a Workshop with other participants. The times, availability and participant capacity will be as set out on our Website.
- (c) We may also offer personalised, private Workshops, in agreement with you.
- (d) Please read and check your Booking carefully before submitting it. You will be able to correct any errors before submitting your Booking to us.
- (e) When you make a Booking, we will acknowledge it by email. This acknowledgement does not, however, mean that your Booking has been accepted by us.
- (f) We may contact you to say that we do not accept your Booking. This is typically for the following reasons:
 - (i) The maximum capacity has been exceeded;
 - (ii) We cannot carry out the services (this may be because, for example, we have a shortage of staff);
 - (iii) we cannot authorise your payment;
 - (iv) you are not allowed to buy the services from us;
 - (v) we are not allowed to sell the services to you; or
 - (vi) there has been a mistake on the pricing or description of the services.
- (g) We will only accept your Booking when we email you to confirm this (**Confirmation Email**). At this point:
 - (i) a legally binding contract will be in place between you and us; and
 - (ii) we will provide services as agreed during the online checkout process.
- (h) If you are under the age of 18 you may not buy any services from the site. You must seek consent from your parent and/or guardian to make a Booking for any persons under the age of 18.

2 CANCELLATIONS

2.1 YOUR RIGHT TO CANCEL

- (a) Generally, consumers have the right to cancel services booked online within 14 days, provided the services have not yet been provided. However, this right does not apply to leisure activities, such as our Workshops, wherein the services are provided at a specific time and for a limited number of people.
- (b) Our Workshops are limited in capacity, and prior to the Workshop we undertake work to prepare for the Workshop including but not limited to purchasing of supplies.
- (c) We understand that life happens, and so will allow cancellations of Bookings up to 7 days prior to the Workshop. You must inform us of your decision to cancel this contract by a clear statement to us, for example by emailing us using the contact details available on our Website. We will refund you all amount you paid for the Workshop (**Workshop Fees**) if you comply with this clause 2.1(c).
- (d) This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this page. See also clause 6 below.

2.2 EFFECTS OF CANCELLATION

- (a) If you cancel a Booking and:
 - (i) provide at least 7 days' notice prior to the Workshop, we will reimburse to you all Workshop Fees; or
 - (ii) provide less than 7 days' notice prior to the Workshop, you will not be entitled to a refund and we reserve the right to retain all Workshop Fees.
- (b) We will make any reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

3 WORKSHOPS

- (a) Subject to clause 3(b), we will carry out the Workshop at the location, time and date specified in your Booking unless agreed otherwise in writing between you and us.
- (b) Our ability to run the Workshop might be affected by events beyond our reasonable control. If so, there might be a delay before we can start the Workshop, or we may need to cancel or reschedule the Workshops.
- (c) We will use our best endeavours to provide you as much notice of any cancellations or rescheduling by us. If we:
 - (i) Cancel a Workshop you have Booked, we will refund you all Fees you have made;
 - (ii) Reschedule a Workshop you have Booked to a new time (**Rescheduled Workshop**), you will have the option to either:
 - (A) Attend the Rescheduled Workshop; or
 - (B) Be refunded the Fees for the Workshop. You may Book into one of our Workshops at any time.

4 GLAZING AND DELIVERY

- (a) Following a Workshop we may offer to glaze and fire (**Finish**) your finished work (**Your Piece**) at our studio.
- (b) Please be aware that the Finishing of ceramic pieces has inherent risks, and there is always a chance of:
 - (i) Colour, pattern or texture variations in the glaze due to the nature of the glaze or Your Piece;
 - (ii) Breaking including but not limited to fractures or cracks in the ceramic of your Piece, either during handling or firing; and
 - (iii) Other types of damage to Your Piece while it is being fired in the kiln.
- (c) Finishing of Your Piece is at your own risk. We will use our best efforts to minimise damage to Your Piece while we Finish it, however to the fullest extent permitted by law we exclude liability to you for any damage to Your Piece during the Finishing process. Nothing in this clause is intended to limit your statutory rights if they shall apply.
- (d) Once Your Piece has been Finished (**Finished Piece**) we will let you know **by email** and you may request us to either:
 - (i) Subject to clause 4(e), hold it in our studio until you collect it; or
 - (ii) Post Your Piece to your nominated address, provided it is within the United Kingdom.
- (e) You must collect your Finished Piece within 3 months of it being Finished. If you do not collect it within that timeframe, we may destroy your Finished Piece and will not be liable to you.
- (f) You are responsible for any Finished Piece once it has been delivered to the address specified by you.

- (g) Third party courier terms apply to the delivery of the Finished Piece to you. Any problems with delivery should be directed to us to troubleshoot the issue. We will endeavour to assist you to ensure your delivery arrives. All delivery times provided to you are estimates only and are subject to postal delays and reasons beyond our control. We do not warrant or make any representation that your order will be delivered within the times indicated. We will not be liable for any loss or damage suffered as a result of or in connection with late deliveries.

5 PAYMENT

- (a) All prices are:
 - (i) per Workshop (except where otherwise indicated);
 - (ii) in British Pounds (except where otherwise indicated); and
 - (iii) subject to change prior to you completing a Booking without notice.
- (b) **(Payment obligations)** Unless otherwise agreed in writing, you must pay for all Workshops at the time of making a Booking.
- (c) **(VAT)** Unless otherwise indicated, amounts stated in a Booking do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us including that amount in the Order, or otherwise providing a tax invoice.
- (d) **(Online payment partner)** We may use third-party payment providers (**Payment Providers**) to collect payments for Workshops, including Stripe.com. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment. Stripe.com's terms of use are available here: <https://stripe.com/gb/checkout/legal>. Stripe.com's Services Agreement with us is available here: <https://stripe.com/gb/ssa>. Both sets of terms are binding on you.
- (e) **(Pricing errors)** In the event that we discover an error or inaccuracy in the price at which your Booking was purchased we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your Booking and payment has already been debited, the full amount will be credited back to your original method of payment.

6 NATURE OF THE SERVICES & FAULTY SERVICES

- (a) The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill.
- (b) We are under a legal duty to supply you with services that are in conformity with this contract.
- (c) Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
 - (i) contact us using the contact details at the top of this page; or
 - (ii) visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.
- (d) Nothing in this contract affects your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights'). You may also have other rights in law.
- (e) If the services we have provided to you are faulty, please contact us using the contact details at the top of this page.

Part B For When You Buy Products...

7 SUBMITTING AN ORDER

7.1 ORDERS FOR PRODUCTS

- (a) By submitting an order for purchase of a Product using the Website's functionality (**Order**) you represent and warrant that:
 - (i) you have the legal capacity and are of sufficient age to enter into a binding contract with us; and
 - (ii) you are authorised to use the debit or credit card you provide with your Order.
- (b) Submitting an Order constitutes your intention and offer to enter into Part A of these terms (including Part D which you agreed to by using this Website) where we will provide you with the Products you have ordered in exchange for your payment of the total amount listed upon checkout.
- (c) Part A of these terms is not agreed between you and us until we have approved your payment and you receive an email from us confirming that your order is being processed.

7.2 INFORMATION WE GIVE YOU

- (a) By law, 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 information is set out at the start of these terms. If you cannot access this information for any reason, you are welcome to contact us using the functionality on the website, or at the contact email address above, and we will provide you with a copy of this information.
- (b) The key information we give you by law forms part of this contract (as though it is set out in full here).
- (c) If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

8 PRODUCTS

8.1 PRODUCTS

- (a) We will endeavour to ensure that the Products provided will be substantially the same as the Products displayed on our Website, or as otherwise agreed with you in writing prior to you placing your Order. Please note that due to the nature of our Products, being handmade ceramics, there will often be differences between the images on our Website and the Products delivered to you.
- (b) In addition, due to screen display, colour and brightness, and image quality, Products may not exactly match the image on our Website. We try to make sure that:
 - (i) all weights, sizes and measurements set out on the Website are as accurate as possible, but due to the nature of the Products, there may be some small deviations in such weights, sizes and measurements in the actual Products than those specified on the Website; and
 - (ii) the colours of our Products are displayed accurately on the site, the actual colours that you see on your device may vary depending on the device that you use.
- (c) Until the price of your Products is paid in full, title in those Products is retained by Applegate Studio. Risk in the Products will pass to you on delivery in accordance with clause 10. Delivery must not be refused by you.
- (d) The *Consumer Rights Act 2015* gives you certain legal rights (also known as 'statutory rights'). The Products we provide to you must be as described, fit for purpose and of satisfactory quality.

- (e) We are under a legal duty to supply you with Products that are in conformity with this contract (subject to your Order being accepted and confirmed).
- (f) The packaging of the Products may be different from that shown on the Website.

8.2 FAULTY PRODUCTS

- (a) Your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
 - (i) contact us using the contact details on our site; or
 - (ii) visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.
- (b) Nothing in these terms affects your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights'). You may also have other rights under law.
- (c) If your Products are faulty, please contact us using the contact details at the top of this page.

9 PAYMENT

- (a) All prices are:
 - (i) per unit (except where otherwise indicated);
 - (ii) in British Pounds (except where otherwise indicated); and
 - (iii) subject to change prior to you completing an Order without notice.
- (b) **(Payment obligations)** Unless otherwise agreed in writing, you must pay for all Products at the time of placing an Order.
- (c) **(VAT)** Unless otherwise indicated, amounts stated in an Order do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us including that amount in the Order, or otherwise providing a tax invoice.
- (d) **(Online payment partner)** We may use third-party payment providers (**Payment Providers**) to collect payments for Products, including Stripe.com and WooCommerce Payments. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.
 - (i) Stripe.com's terms of use are available here: <https://stripe.com/gb/checkout/legal>. Stripe.com's Services Agreement with us is available here: <https://stripe.com/gb/ssa>.
 - (ii) WooCommerce Payment's terms of use are available here: https://wordpress.com/tos/?_gl=1*1h1r563*_ga*MjA2Mzk0MjlyLjE3MDMyNDE4NzA.*_ga_98K30SHWB2*MTcwOTY2MjExOC4yLjEuMTcwOTY2MzE1OS4wLjAuMA..
 - (iii) The above sets of terms are binding on you.
- (e) **(Pricing errors)** In the event that we discover an error or inaccuracy in the price at which your order was purchased (including shipping prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

10 DELIVERY AND SHIPPING

- (a) Delivery costs will be added to the cart upon checkout. The prices displayed at checkout are inclusive of delivery to the address chosen by you.

- (b) For information on delivery options and costs, visit our Website. During the online checkout process, you will be given available delivery options to choose from.
- (c) The estimated date and time window for delivery of Products is set out on our Website, and in your Order.
- (d) If something happens which is outside of our control and affects the estimated date of delivery, we will provide you with a revised estimated date for delivery.
- (e) Delivery will take place to the address provided by you when you placed your Order with us.
- (f) Unless we agree in writing otherwise, if we cannot deliver your Product within 30 days of the date of your Confirmation Email, we will:
 - (i) let you know;
 - (ii) cancel your order; and
 - (iii) give you a refund.
- (g) If nobody is available to take delivery when it is delivered to your delivery address, please contact us using the contact details on our Website.
- (h) You are responsible for any Products once it has been delivered to the address specified by you when you placed your Order. In other words, the risk in the Product passes to you when you take, or a third party notified by you takes, possession of the Product.
- (i) Third party courier terms apply to the delivery of the Products to you. Any problems with delivery should be directed to us to troubleshoot the issue. We will endeavour to assist you to ensure your delivery arrives. Subject to the other provisions of this clause 10, all delivery times provided to you are estimates only and are subject to postal delays and reasons beyond our control. We do not warrant or make any representation that your order will be delivered within the times indicated. We will not be liable for any loss or damage suffered as a result of or in connection with late deliveries.
- (j) Applegate Studio reserves the right to refuse international orders. Approved international orders may be subject to customs and import duties upon reaching its country of destination. You will be responsible for paying all customs and import duties and acknowledge that failure to pay may result in your order being held at customs. We will not be liable for any costs you may incur in having your order released from customs, including reimbursing you for any customs or import duties you may pay.

11 **CHANGES TO YOUR ORDER**

11.1 CANCELLATION BY US

We reserve the right to cancel your Order for any reason, and will notify you of this as soon as possible. Where payment has already been debited, the full amount will be credited back to your original method of payment.

11.2 CANCELLATION BY YOU

You may cancel your Order up to the time that we confirm your Order in writing to you. Once we confirm your Order, your Order is binding and cannot be changed by you, subject to the rest of this clause 11 - our refunds and exchanges process may apply.

11.3 CONTRACTS THAT CAN BE CANCELLED FOR CHANGE OF MIND

- (a) For many contracts for the sale of goods (except those set out in clause 11.4), you have the right to cancel Part A of these terms (as they relate to the Product) within 14 days without giving any reason.
- (b) This cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the relevant goods.

- (c) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement to us in writing, for example by emailing us using the contact details available on our website.
- (d) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

11.4 CONTRACTS THAT CANNOT BE CANCELLED FOR CHANGE OF MIND

- (a) We do not offer change of mind cancellation for contracts for Products that are made to your specifications or are clearly personalised.
- (b) For these goods, we are under no obligation to offer a refund under the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*.
- (c) This does not affect your statutory rights in relation to faulty goods, as set out in clause 11.5.

11.5 FAULTY GOODS

- (a) For all Products purchased, you have statutory rights if your order has been damaged in transit or the goods were not of satisfactory quality or as described, which may entitle you to a replacement or refund. Nothing in this clause 11.5 will require us to provide a refund, repair or replacement in respect of loss or damage to goods caused by you, or otherwise caused to the goods after they entered your possession.
- (b) If you do have the right to cancel these terms due to the relevant Product(s) being faulty, we will reimburse to you all payments received from you in respect of the relevant Product, including the cost of delivery (except for any supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

11.6 RETURNS PROCESS

- (a) If you wish to cancel this contract:
 - (i) due to change of mind, in accordance with clause 11.3; or
 - (ii) due to the goods being faulty, in accordance with clause 11.5,
 we will reimburse you all payments received by you, including the cost of delivery (subject to clause 11.5(b) and the process set out in this clause 11.6 will apply, provided that:
 - (iii) clause 11.3 applies to the relevant good; or
 - (iv) the relevant good is faulty in accordance with clause 11.5,
 and if neither apply, then we may refuse your refund/cancellation request.
- (b) We will use the same method of payment for issuing any refund owed to you using the method you used for your initial payment, unless we have expressly agreed otherwise.
- (c) We may make a deduction from any reimbursement issued to you for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- (d) We will pay any refund owed to you without undue delay, and not later than:
 - (i) 5 business days after the day we received back from you any goods supplied;
 - (ii) (if earlier) 5 business days after the day you provide evidence that you have returned the goods; or
 - (iii) if there were no goods supplied, 5 business days after the day on which we are informed about your decision to cancel this contract (if applicable).
- (e) For any valid cancellation under clause 11.1, we may withhold reimbursement until we have received the relevant goods back from you or you have supplied evidence of having sent back the goods, whichever is the earliest.
- (f) For any requested refund under clause 11.5, we may withhold reimbursement until we have inspected the relevant goods, to ensure that they are faulty, and that a refund or replacement is appropriate.

- (g) If you have received the goods and wish to cancel these terms under this clause 11.6:
 - (i) you must send back the goods to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from these terms to us (if this clause 11.6 is applicable). The deadline is met if you send back the goods before the period of 14 days has expired;
 - (ii) you will have to bear the direct cost of returning the goods;
 - (iii) you must provide us with an image of the packaged goods and postage tracking number; and
 - (iv) you will only be liable for any diminished value of a good resulting from your handling of the good to the extent that handling wasn't necessary to establish the nature, characteristics and functioning of the good.

12 INTELLECTUAL PROPERTY

- (a) Applegate Studio retains all intellectual property rights in the design of the Products, including the labelling and packaging, or those rights are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the Products.
- (b) In this clause 12, “**intellectual property rights**” means copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in the United Kingdom and throughout the world.

13 THIRD PARTY SUPPLIERS

- (a) We may do any of the following:
 - (i) outsource any part of performing any services related to providing the Products, including delivery of your Products; or
 - (ii) procure materials and Products from third party suppliers, without further notice to or permission from you.
- (b) To the maximum extent permitted under applicable law, we will not be liable for any acts or omissions of those third parties, including where such third parties cause delay or damage to any part of your Order, or are negligent in providing services or goods.

Part C For When You Browse This Website...

14 ACCOUNTS

14.1 ACCOUNTS

- (a) In order to use some of the functionality of the Website, you may be required or have the option to sign-up, register and receive an account through the Website (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Website, you are required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, profile information, payment details and other information as determined by Applegate Studios from time to time.
- (c) You agree that you're solely responsible for:
 - (i) maintaining the confidentiality and security of your Account information and your password; and
 - (ii) any activities and those of any third party that occur through your Account, whether those activities have been authorised by you or not.

- (d) You warrant that any information you give to Applegate Studios in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (e) Once you complete the Account registration process, Applegate Studios may, in its absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.
- (f) Applegate Studios reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (g) Applegate Studios may suspend or cancel your Account for any reason, including for any failure to comply with the Terms.
- (h) You also agree to let us know if you detect any unusual activity on your Account as soon as you become aware of it.
- (i) We will not be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Account information or your password.
- (j) You agree to release Applegate Studios from any and all liability for any loss or damage that arises out of or in connection with information you provide that is not accurate, honest, correct or up-to-date.

14.2 ACCOUNT CANCELLATION

- (a) **(Cancellation by you)** You are responsible for the cancellation of your Account. You can cancel your Account at any time by using the functionality provided on the Website.
- (b) **(Cancellation by us)** To the extent permitted by law, we reserve the right to terminate your access to any or all of the Website at any time without notice, for any reason, provided that we refund to you any fees for Products which you have paid for and not received. We may also terminate your access to any or all of the Website at any time without notice without issuing a refund if you breach any provision of these terms.

15 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

16 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of Applegate Studio;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Products;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Applegate Studio, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;

- (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
- (iv) instigate or participate in a denial-of-service attack against the Website.

17 INFORMATION ON THE WEBSITE

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
 - (i) the Website will be free from errors or defects (or both, as the case may be);
 - (ii) the Website will be accessible at all times;
 - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the Website will be secure or confidential; and
 - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

18 INTELLECTUAL PROPERTY

- (a) Applegate Studio retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Applegate Studio or as permitted by law.

19 THIRD PARTY TERMS AND CONDITIONS

- (a) The Customer acknowledges and agrees that third party terms & conditions (**Third Party Terms**) may apply to the Website, our Workshops and our Products. Our Website is a Wordpress website and uses the Woocommerce API, and those Third Party Terms will apply.
- (b) The Customer agrees to any Third Party Terms applicable to any third party goods and services, and Applegate Studio will not be liable for any loss or damage suffered by the Customer in connection with such Third Party Terms.

20 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

21 SECURITY

Applegate Studio does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

22 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

Part D Liability And Other Legal Terms...

23 GIFT VOUCHERS

- (a) We may offer gift vouchers (**Gift Vouchers**) and other sales and promotions on Products or Workshops from time to time (**Promotions**), including but not limited to discount codes from time to time.
- (b) We may set additional terms and conditions for Promotions, and will set these out on our Website.
- (c) We reserve the right to restrict Promotions, including but not limited to:
 - (i) Promotions may be limited to one per Order; and
 - (ii) Promotions may not be used in conjunction with any other offer or Promotion.
- (d) Gift Vouchers can be redeemed at checkout on the Website.
- (e) Gift vouchers are only to be used for the full or partial purchase of an Order or Booking and are not redeemable for cash.
- (f) Unless otherwise stated and except for limited-time promotional offers, all Gift Vouchers are valid for 12 months from the date of purchase (**Validity Period**).
- (g) It is your sole responsibility to ensure you can redeem a Gift Voucher within the Validity Period.

24 LIABILITY

- (a) To the maximum extent permitted by applicable law, Applegate Studio limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any Products, Workshops or any other goods or services provided by Applegate Studio, is limited to the greater of:
 - (i) the total Fees paid to Applegate Studio by you in the 3 months preceding the first event giving rise to the relevant liability; and
 - (ii) £100GBP.
- (b) All express or implied representations and warranties in relation to Products and the associated services performed by Applegate Studio are, to the maximum extent permitted by applicable law, excluded.
- (c) (**Indemnity**) You indemnify Applegate Studio and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
 - (i) breach of any of these terms;
 - (ii) use of the Website; or
 - (iii) use of any Products, or other goods or services provided by Applegate Studio.
- (d) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will Applegate Studio be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Products or services provided by Applegate Studio (except to the extent this liability cannot be excluded under law).

- (e) Nothing in these terms or any Order or Booking will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (f) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms or an Order, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of *the Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.

25 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with these terms must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

26 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

27 FORCE MAJEURE

- (a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 27(a), the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (c) The Affected Party must use its reasonable endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of the Affected Party;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

28 GENERAL

28.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

28.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

28.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

28.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

28.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

28.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

28.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

28.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to £, or "pound", is to pound sterling (GBP), unless otherwise agreed in writing;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;

- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

28.9 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party’s Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
 - (iii) whichever is earlier.