# **TERMS AND CONDITIONS**

Please ensure you have read and understood these Terms and Conditions (T&C) before booking your class (hereafter, referred in these T&C as the "Workshop").

By booking or attending the Workshop you are deemed to have read, understood and accepted them.

#### CONTRACT OF SALE

Completion of the booking process and acceptance of our T&C forms your contract with FARPHORIA (hereafter, referred in these T&C as "the Art Studio"). We do not accept refunds at the Art Studio.

The Workshops are booked on a first-come first-served basis.

Gift Cards are valid for one year from the date of purchase. Upon redemption of a gifted card, the Workshop booking will be subject to these T&C.

#### **PAYMENT**

Payment of the full Workshop fees should be made in advance, and the required prompts will be in place at the time of placing a booking. It is not possible to attend the Workshop until payment has been received.

#### **CANCELLATION POLICY**

The Workshop cancellations and/or changes must be made via the booking platform 48 hours before the time/date of the Workshop. For cancellations less than 2 days before the start of the Workshop, the purchaser will be charged a cancellation fee at the total cost of the Workshop.

If the Workshop is cancelled by the Art Studio you will be offered the option to transfer the booking to an alternative available date and time.

For no shows, the full Workshop fee is payable and we do not guarantee Workshop date transfers.

#### ATTENDEE SUBSTITUTION

A substitute delegate/attendee may be named at any time before the Workshop at no additional cost.

#### **TRANSFER**

Requests to transfer to an alternative days or date must be made in writing by email. Transfers may be made up to 7 days before the Workshop date and will incur no additional fee. However, transfers are subject to availability and there is no guarantee that suitable alternatives are available.

Bookings have a validity of <u>one year</u> from the date of purchase. Any Workshop booking transfers can be rearranged for an alternative date within the year's contract of sale. Bookings beyond a years' expiry will be void of date transfer.

Requests for subsequent booking transfers will be treated as Workshop cancellations. We do not accept returns, only exchanges on ceramics purchased from FARPHORIA.

#### **WORKSHOP CONTENT**

Workshop content will be determined by the attendee(s) and elaborated by the Art Studio.

#### **WORKSHOP CANCELLATIONS**

The Art Studio reserve the right to change the timing and date of the Workshop in order to follow health&safety protocols, to provide a high quality service or where it is necessary for reasons beyond the Art Studio's control.

#### LATE ATTENDANCE

It is the responsibility of the attendee to arrive ahead and in time for their booked workshop. It is down to the discretion of the Art Studio to not accept a late arrival to the Workshop, if their late arrival is potentially detrimental to the processes. This will be treated as a late cancellation, for which the full Workshop fee will be payable.

#### ART STUDIO OPENING TIMES

The Art Studio reserves the right to vary opening times. Opening times will be detailed on <a href="the-booking platform">the booking platform</a> and will be updated from time to time.

The Art Studio reserves the right in its sole and absolute discretion to close the Art Studio for any additional periods.

#### **HEALTH AND SAFETY**

The Art Studio takes a diligent approach to health and safety for the sake of all staff and users. Attendees are agreeing to abide by the guidelines of our Health & Safety protocols. Repeated failure to do so will result in termination of the attendees participation rights on the Workshop without refund.

Attendees visit the Art Studio at their own risk with awareness of the inherent hazards of the Art Studio environment; which include but are not limited to use of sharp tools and sharp edges, exposure to toxic materials, the dangers of using materials and equipment at high temperatures, as well as the risks associate with breathing silica dust.

Each attendee is required to keep all surfaces clean of clay and glaze, and to clean all areas including the floor around their work station thoroughly before completing their session. This is to minimise the risks to attendees caused by breathing clay and glaze dusts.

#### TECHNICAL ISSUES AND BREAKAGES

The Art Studio is equipped with the highest quality kiln and equipment. Only experienced staff will handle and fire your ceramic work. However, by the nature of ceramics there remains a risk of technical failure for which the Art Studio cannot be held responsible.

#### PROLIFIC MAKERS

Ceramics is an expensive process and we try hard to keep the costs down. We price the classes based on an estimated output to remain sustainable as a business. We do not like to cap people's creativity, but due to very limited shelf and kiln space the Art Studio reserves the right to revise and amend the Workshop output, materials and equipment.

Due to the technical constraints of the space and equipment you will be asked to work small scale and select your preferred pieces for glazing and firing. All other items will be recycled by the Art Studio.

#### **USE OF FACILITIES**

Children under the age of 16 may only participate in the Workshops at the supervision of responsible adult and approval of the Art Studio.

#### **COLLECTION OF WORKS**

You will be emailed by the Art Studio when your pieces are ready for collection, usually this is within three weeks after the last date of your Workshop, but this can take longer depending on the Art Studio's kiln firing scheduling.

We request that you collect your finished work as soon as possible once you have received the pickup instructions via email to help keep our storage area clear, therefore avoiding damage. Attendees will be given 3 months to collect their work from the Art Studio.

If finished ceramic work is not collected within 3 months of the end of the Workshop we will sadly have to dispose of it.

#### DATA PROTECTION

Any personal information you give to us will be processed in accordance EU GDPR. We will use the information to process your booking, to provide the course and to inform you about similar courses which we provide, unless you tell us that you do not want to receive this information. More details can be found in our Privacy Policy.

### APPLICABLE LAW AND JURISDICTION

These T&C are governed by and construed in accordance with English law and any dispute arising out of or in connection with them shall be settled by the English courts.

#### **HOW DO YOU GET MY CONSENT?**

When you provide us with personal information to complete a transaction, it is considered a contractual necessity.

If we ask for your personal information for marketing purposes, e.g. to offer you special discounts, we will request your consent explicitly, if not already granted.

#### **DISCLOSURE**

We will only disclose your personal information if we are required by law to do so or if required to fulfill our obligations under our agreement with you.

#### PAYPAL PAYMENTS

Payments through our website can be made via our secure check out pages using secure payment service provider PayPal.

PayPal is PCI compliant. PCI-DSS (Payment Card Industry Data Security Standard) requirements help ensure the secure handling of credit card information by our store and its service providers.

#### THIRD-PARTY POLICIES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider other legal obligations may be placed upon them by the laws of their jurisdiction.

#### LINKS

When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

#### **SECURITY**

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL). We follow all PCI-DSS Level 1 requirements and implement additional generally accepted industry standards.

#### COMMENTS ON THE WEBSITE

When visitors leave comments on the site we collect the data shown in the comments form, and also the visitor's IP address and browser user agent string to help spam detection.

#### EMBEDDED CONTENT FROM OTHER WEBSITES

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

#### HOW LONG WE RETAIN YOUR DATA

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognise and approve any follow-up comments automatically instead of holding them in a moderation queue.

For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

#### WHAT RIGHTS YOU HAVE OVER YOUR DATA

If you have an account on this site or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

#### CHANGES TO THE PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If the Art Studio is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

## QUESTIONS AND CONTACT INFORMATION

In compliance with The EU GDPR Directive 25th May 2018, if you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information, contact us by or post at the address given in the 'Who We Are' section above.

If you have any queries about our Privacy Policy, please don't hesitate to contact us.