
TERMS OF SALE OF ONLINE MASTERCLASSES AND IN-PERSON WORKSHOPS

BACKGROUND:

- (A) These Terms of Sale together with the attachment below and any and all other documents referred to in these Terms of Sale set out the terms and conditions on which you, whether for yourself or your child, may purchase an educational workshop or masterclass as sold by Us to Consumers through this website (“Our Site”), <https://gobeyondbooks.com/>
- (B) Masterclasses purchased from or via Our Site use a cloud-based web conferencing platform as set out in the attachment below only for ease of reference but they will have the same effect as if set out in these Terms of Sale.
- (C) Please read these Terms of Sale and the attachment below carefully and ensure that You understand them before making a purchase. If You have any query about anything in these Terms of Sale or the attachment, please contact Us to discuss the same.
- (D) All of the information that We give to You will be part of the terms of Our Contract with You as a Consumer whether it is information that We:
- (i) are required by law to give to You before You make a purchase; or
 - (ii) voluntarily give to You and You rely on it when deciding to purchase Our Services.
- We give You some of that information before You make a purchase and some of it is set out in these Terms of Sale and the attachment below.
- (E) These Terms of Sale, as well as any and all Contracts, are in the English language only.
- (F) These Terms of Sale apply to the sale of all Services from Our Site where You are a Consumer.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“Background Items”	means background and other information about topics relevant to diet, health, fitness, wellness and/or nutrition programmes that We provide to You, downloadable or viewable as text/graphics;
“Consumer”	means an individual customer who has asked us to provide Our Services to the Student comprising Paid Content for their personal use and for purposes wholly or mainly outside the purposes of any business, trade, craft or profession;
“Contract”	means a contract for the purchase of Our Services, as explained in Clause 9;
“Services”	means collectively any Workshop or Masterclass and any other work that we carry out for You under these Terms and Conditions;
“Paid Content”	means any content (including text, graphics, images, audio, and video) comprising any session, or any Background Items or other materials or information which We offer. The sessions and Background Items and other information or materials are sold by Us through Our Site and made available by Us by means of two way synchronous livestream audio and/or video technology; asynchronous live stream video and/or audio and downloadable or other viewable text, graphics or other video, audio or other items or information, including Background Items.
“Workshop”	means a course of tutoring carried out in person at suitable location sourced by Us;
“Masterclass”	means a one hour tutoring session carried out virtually by means of cloud based-based web conferencing. Masterclasses are provided for up to 6 children at any one time. As such the Student will be accessing content with other Students who are not necessarily known to the Student;
“Student”	means any person, whether under 18 years old or not, who We are engaged, whether personally or by the parent or guardian, to provide a Workshop or Masterclass to;
“Purchase Confirmation”	means Our acceptance and confirmation of Your purchase from Us; and

“You/Your”

means the person purchasing Our services;

“We/Us/Our”

means Phoebe James Education Ltd t/a Beyond Books.

2. Information About Us

Our Site, <https://gobeyondbooks.com/> is owned and operated by Phoebe James Education Ltd t/a Beyond Books a company registered in England under Company Number 13418136 whose registered address is at Bleak House, Bowley Lane, Hereford, Herefordshire, HR1 3LG

3. Contacting Us

If You wish to contact Us with general questions, You may contact Us by email at **phoebe@gobeyondbooks.com** or by post at the address detailed in Clause 2 above.

4. Consumers only and Age Restrictions

- 4.1 These Terms of Sale apply only to Consumer purchases from Our Site. If You are a business and wish to instruct Us please contact Us prior to making any purchases.
- 4.2 Services must only be purchased by individuals over the age of 18. Whilst the Workshops and Masterclasses are aimed and suitable for those under 18 years old (i.e. the Student), they must be purchased by a parent or guardian of the Student wishing to participate in the Workshops and/or Masterclasses. Accordingly the parent and/or guardian is entering into a legally binding contract for and on behalf of the Student.
- 4.3 Where the Student is under the age of 18 the Student must be accompanied by the parent, guardian or another responsible adult. For the avoidance of doubt accompanied means that such adult must be present in the building in which the Student is undertaking the Workshop or Masterclass.

5. Business Customers

These Terms of Sale and the attachment below do not apply to customers purchasing the Services in the course of any business trade, craft or profession carried on by either them or any other person/organisation.

6. Our Services

- 6.1 You will be directed to make a payment via Our Site prior to any Services being undertaken. You will also be required, where applicable, to schedule a Workshop date and time via Our Site.
- 6.2 Please note that whilst You will be able to schedule a Workshop We require You to provide to Us the following, **prior to the same taking place:**
 - 6.2.1 Learning needs; and
 - 6.2.2 Details of any special physical, medical, mental health, psychological, emotional, or other requirement, problem or condition of the Student which You are aware which might be relevant prior to receiving Our Services.

In the event that no learning needs, problem or condition exists We require confirmation of the same. We reserve the right to refuse to provide Our Services to the Student if there is a determinable risk, whether significant or not.
- 6.3 The information detailed at sub-Clause 6.2 must be provided to Us at least 24 hours prior to any Workshop or Masterclass taking place. In the event that such information isn't provide We reserve Our right to exclude the Student from the Workshop or Masterclass.
- 6.4 It is Your responsibility to make any and all arrangements necessary in order for the Student to access or attend any Workshop or Masterclass. By making a purchase from Our Site You are agreeing that the Student will attend at the date and time selected by You.
- 6.6 The Services that You book will be detailed on Our Site prior to You making a purchase. Any additional Services outside that will be chargeable at on hourly rate of £90 per hour.
- 6.7 We endeavour to provide relevant and up to date tutoring, advice and guidance. However where we provide documentation and/or pdfs We make no guarantee as to their continuing relevance. This is due to future changes in curriculum over which We have no control.
- 6.8 If a Student arrives later than the scheduled start time, We will not extend the length of it beyond its scheduled finishing time unless We specifically agree to do so at the time when the Student arrives.
- 6.9 We may treat any Workshop or Masterclass as forfeited by the Student where the Student arrives (or is not ready to start) more than 10 minute after the scheduled start time. In such circumstances You will not

be entitled to a refund of any payment made.

7. Cancelling and Rescheduling

Cancellation

7.1 Subject to the “Cooling off” period explained in sub-Clause 12.1 Where any Workshop or Masterclass is cancelled by You or the Student with less than 48 hours notice You will forfeit the payment already made.

Rescheduling

7.2 You may reschedule any Workshop, but not Masterclass, provided You give a minimum of 48 hours notice. In such circumstances the booking maybe rescheduled, with the payment being carried over. Such rescheduling must take place within 7 days of the original booking date and time. Any requests, outside of the “cooling off” period to reschedule with less than 24 hours notice or subsequent rescheduling requests will result in Your payment being forfeited. Due to Workshops being provided to multiple Students it is not possible to reschedule a Masterclass and you must book another Masterclass.

Recording

7.3 You or the Student are not permitted, without Our written consent, to either voice or video record any Services. Where a recording is required You must request the same prior to the commencement of the Services. Consent to recordings will be at Our discretion and will incur a further fee.

8. Pricing and Availability

8.1 Our Purchase Confirmation sets out the cost of delivering Your chosen Services. Any changes to the Services including additional work or expenses will be in addition to the costs set out in Our Purchase Confirmation.

8.2 Minor changes maybe made to Our Services, from time to time to reflect changes in relevant laws and regulatory requirements. These changes will not alter the main characteristics of the Services. However, if any change is made that would affect Your use of the Services suitable information will be provided to You.

8.3 Where any updates are made to the Services they will continue to match Our description of it as provided to You before Your purchase. Please note that this does not prevent Us from enhancing the Services, thereby going beyond the original description.

9. Orders – How Contracts Are Formed

9.1 In order to sign up for Our Services You will be required to confirm you accept these Terms and Conditions on Our Site prior to making a purchase for Our Services. In doing so You are asking to enter into a formal contract with Us.

9.2 No contract will be formed prior to Our issuance of the Purchase Confirmation email. Your acceptance of these Terms and Conditions constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending You a Purchase Confirmation email. Only once We have sent You a Purchase Confirmation will there be a legally binding Contract between Us and You.

9.3 The Purchase Confirmation shall contain the following information:

9.3.1 Confirmation of Your purchase including full details the Services including the main characteristics;

9.3.2 Fully itemised pricing of Your purchase including, where appropriate, taxes, and other additional charges;

9.3.3 The date and time of Your Workshop or Masterclass.

9.4 In the unlikely event that We do not accept or cannot fulfil Your purchase for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You.

9.5 Any refunds due under this Clause 9 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs. Refunds under this Clause 9 will be made using the same payment method that You used when making Your purchase.

10. Payment for Our Services

10.1 In order to secure Our Services full payment is required at the time of booking. In the event that payment bounces or is returned to You the Workshop or Masterclass will be cancelled. Where the same has already taken place, and not been paid for, You will remain liable for the costs of the Services purchased.

10.2 Any sums which remain unpaid shall incur interest on a daily basis at 8% above the base rate of the Bank

of England from time to time until payment is made in full of any such outstanding sums. This provision shall not apply to payments disputed in good faith.

10.3 Payment must be made via the website using Shopify payment methods.

10.4 All payments must be made in cleared funds to such bank in the United Kingdom as We indicate from time to time, without any set-off, withholding or deduction except such amount (if any) of tax as You are required to deduct or withhold by law.

10.5 All fees quoted are exclusive of VAT. We are not at this time VAT registered.

11. Licence

11.1 When You purchase Our Services, We will grant the Student a limited, non-exclusive, non-transferable, non-sublicensable licence for the Student to access, participate in and use any content for personal, non-commercial purposes. The licence granted does not give You or the Student any rights in any content of Our Services (including material that We may licence from third parties).

11.2 The licence granted under sub-Clause 11.1 is subject to the following usage restrictions and/or permissions:

11.2.1 You and the Student may not copy, rent, sell, publish, record, republish, share, broadcast or otherwise transmit any Services (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works');

11.2.2 You and the Student may not use any two way livestream facility which is or is part of the Services to communicate or make accessible to any other person other than the Student accessing or participating in that item or event anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of that item or event;

12. Cancelling Your Purchase/Order

12.1 If You are a Consumer in the UK or European Union, by default You have a legal right to a "cooling-off" period within which You can cancel the Contract for any reason, including if You have changed Your mind, and receive a refund. The period begins once We have sent You Your Purchase Confirmation (i.e. when the Contract between You and Us is formed) and ends when You access any part of the Services, or 14 calendar days after the date of Your purchase, whichever occurs first.

12.2 After the cooling-off period, You may cancel Your purchase at any time. However We cannot offer any refunds.

12.3 If You wish to exercise Your right to cancel under this Clause 12, You may inform Us or Your cancellation by post or email using the details provided at Clause 3 above. Please ensure you provide Us with Your name, address and email address.

12.4 Refunds under this Clause 12 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel. They will be made using the same payment method that You used when making Your purchase.

13. Your other rights to end the Contract

13.1 If We are unable to deliver Our Services for more 90 days You may end the Contract immediately. If You end the Contract for this reason, We will issue You with a refund.

13.2 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

13.3 If You wish to exercise Your right to cancel under this Clause 13, You may inform Us of Your cancellation by email using the contact details set out at Clause 3 above.

13.4 Any refunds under this Clause 13 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel. Refunds under this Clause 13 will be made using the same payment method that You used when making Your purchase.

14. Our Liability to Consumers

14.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You

and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 14.2 Our Services are intended for non-commercial use only. We make no warranty or representation that Our Services are fit for commercial, business or industrial use of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 14.3 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation, or for the Services which is not as described, does not match information that We provided, not of satisfactory quality, or is not fit for any purpose made known to Us.
- 14.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 14.5 We will not be responsible or liable if You are unable to access any Services due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control (including but not limited to a cause of that type specifically referred to in the Attachment).

15. Complaints and Feedback

- 15.1 We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 15.2 If You wish to give Us feedback about any aspect of Your dealings with Us, please contact Us using the contact details contained at Clause 3 above.

16. How We Use Your Personal Information (Data Protection)

We will only use Your personal data as set out in Our combined Privacy & Cookies Policy available from <https://gobeyondbooks.com/policies/privacy-policy>

17. Other Important Terms

- 17.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms and Conditions (and the Contract) will not be affected and Our obligations under these Terms and Conditions (and the Contract) will be transferred to the third party who will remain bound by them.
- 17.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract) without Our express and written permission.
- 17.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 17.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 17.5 If We fail to take steps or delay in taking steps to enforce any of Our rights against You under these Terms and Conditions, that will not prevent Us doing so at a later date, for example Our right to require You to make any payment which has become payable under the Contract.
- 17.6 We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions as they relate to Your purchase, We will give You reasonable advance notice of the changes and provide details of how to cancel if You are not happy with them.

18. Law and Jurisdiction

- 18.1 These Terms and Conditions, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales.
- 18.2 As a Consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in sub-Clause 18.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 18.3 As a Consumer, any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.

Attachment

1. Use of the Zoom web-conferencing platform to access Our Services

We only offer the Masterclasses online using technology which allows Us to provide the Content provided that You have the appropriate technology (see below) to receive the Content. For this purpose, We use the Zoom and accordingly the following remainder of this attachment applies.

2. The technology that We will be responsible for providing

- 2.1 We will subscribe to Zoom and pay any necessary fees to maintain that subscription. It will enable Us to act as “host” and to provide the Services to You over the internet via the Zoom.
- 2.2 To receive or participate in any of the Services via Zoom, You will need to join an online session via the Zoom link sent to you prior to the session. You will not need to pay any fee or charge to use the Zoom facility or join that session: You will only need to pay for the Services made available to You.
- 2.3 We do not provide any PC, laptop, tablet, mobile phone or other hardware (“Device”) or any other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable You to use Zoom.
- 2.4 We do not supply or make available the Zoom platform that You use to access the Services. We do not act as agent or otherwise on behalf of Zoom or any other third party platform provider. We are not a party to Your download and use of that platform. We will have no responsibility or liability for Your use of any third party platform. Your use will be subject to and governed by such terms and conditions and privacy policy of the Zoom platform or other third party provider of that platform.
- 2.5 Our Services which consist of Background items are not provided by Zoom but is instead provided by Us.

3. The technology and other items that You will be responsible for providing

- 3.1 It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and participate in the Services via Zoom.
- 3.2 You will need to ensure that You have access to and use the following non-exhaustive list of facilities for this purpose:

- An appropriate functioning Device which is adequately charged.
- An up to date Zoom application. It will need to be downloaded to Your Device, and installed and working fully and correctly on Your Device, so that You can receive the Services;
- Stable, reliable, internet access with adequate speed;
- A location at Your premises (or other premises that You use) with a suitable environment in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as necessary, without the presence of any other non-participating person to distract You or Us except for any person(s) present at Your request and by arrangement with Us;
- Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of the Services, external microphone and/or speakers as reasonably necessary; and
- A camera that is part of or connected to the Device which is adequate for the purpose of You and the tutor being able to share and/or remotely view any text, still images, videos or other items during and in connection with a session.

4. Scope of what We make available to access

- 4.1 We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.
- 4.2 We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving the Services. However, We may, if You request it, either before or during any session of the Services, and without charge, offer suggestions in good faith to resolve any problem with that technology that You report, but it will not be in the nature of advice to You. We do not therefore take on any responsibility or accept any liability to You if any such suggestion does not help You to resolve any

problem or if by following any such suggestion You experience any other problem, loss or damage to Your Device, Your digital content or any other technology or other thing.

4.3 Without in any way limiting anything in Clause 14 of the Terms and Conditions causes beyond Our reasonable control may include any of the following:

- Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- Failure of or defect in the Zoom platform used by Us or You to make the Services available to You; or
- Lack of an appropriate functioning Device or any failure of or defect in a Device; or
- Your inability to access the Services due to failure of or defects in Our Site etc.

5. Particular Communication or other Requests

You acknowledge and agree that when You make a purchase and at least 48 hours before You participate in any Masterclass, You must tell Us of any special communication or other requirement, problem or circumstances of which You are aware which might be relevant to the Student participating in that session. We will discuss with You any such matter that You tell Us about, and inform You if We are unable to accept Your purchase because of the particular requirement, problem or circumstances in question. If We do accept Your order, You will need to act in accordance with any instructions provided by Us relating to the matter.

6. Nature and result of Our Services

We will use Our reasonable endeavours to provide appropriate guidance, suggestions and information, using reasonable care and skill, during Our Services. However where You fail to provide Us with information, or where You fail to follow our suggestions, We make no warranty or representation and give no undertaking that:

- a) any, or any particular, result will be brought about as a result of Our Services; or
- b) We will not carry out any work or provide any Services for You other than providing the Services You purchased, save as We may expressly agree under a separate agreement.