

- Booking

Places on Courses are allocated on a first to pay first served basis and we cannot guarantee your place on a Course prior to receipt of full payment. In the event that the Course of your choice is fully booked you will be offered the next available date.

You must comply with all rules and regulations issued by us and please pay particular attention to any requirements as to dress or the wearing of protective equipment.

We will endeavour to supply the teacher advertised for any Course but reserve the right to change the teacher, timing or content of any course due to the unavailability of any teacher for any Course at any time.

Please pay particular attention to the details of each Course prior to booking. If you have a disability/additional support needs please contact us before booking as aspects of some Courses may be unsuitable due to the nature of the location. Please ensure that you provide us with full details of any specific requirements that you may have and again we will endeavour to accommodate you.

We do not accept enrolments from anyone under 18 years of age unless accompanied by an adult.

- Fees, refunds and cancellation by you

All amounts payable must be received before the commencement of the Course. Your place on the Course is not confirmed and we have no obligation to you until full payment is received.

We do not charge VAT on any of our Courses.

The Course fees include the cost of some basic materials which will be provided but please see the specific course description (or please ask us) for details of any additional materials that you will need to bring. Certain courses may incur supplementary charges for materials which can be purchased from the School.

Fees can be paid by PayPal online. Payments in advance by post or in person are accepted. Please make all cheques payable to 'Ernie Butler'. Cheques must be received at least 4 weeks before the commencement of the Course.

Fees can be paid in advance by cash if payment is made in person. We do not accept payment on the day.

- Cancellation by you

In relation to cancellation of any course by you for any reason:

If cancellation by you occurs within 14 days after making your booking you are entitled to a full refund.- If cancellation by you occurs more than 14 days after making your booking and more than 28 days prior to the start of the course– we are willing to offer a transfer to a course on a different date of the same value (or put your fee towards a course of greater value if you pay the additional sum required). You will not be entitled to a refund. If cancellation by you occurs less than 28 days prior to the start of the course you will not be entitled to a refund nor will we offer a transfer of your booking or a credit note.

Friends and family may attend in your place for any Course providing we have been given 24hrs notice before the Course commences. You will need to provide us with the names and contact details of anyone attending in your place.

In the event of an illness (or family illness) preventing your attendance, we may, in our sole and absolute discretion, vary our cancellation policy and we may ask for documentary evidence in order to make this decision.

Courses bought as gifts are subject to the same cancellation policy.

Any Courses purchased at a discount are subject to the same Terms and will be refunded to a maximum of the price paid.

You do not have a statutory right to cancel the Course because the Course is a leisure activity to be attended between specific dates and accordingly falls within the exclusion provided by regulation 28 of the Consumer Contracts (Information, Cancellation and Additional Charges) regulations SI 2013/3134.

- Cancellation by us

Subject to and without prejudice to our rights in clause 2.4 we reserve the right to cancel any Course at any time subject to the student receiving by choice either a full refund, transfer to a course of the same value or a gift voucher to the same value. Please note that we will not refund the cost of any accommodation or travel that you may have booked.

All our Courses have a minimum attendance level and may be cancelled if too few bookings are received.

We reserve the right to cancel your attendance on a Course at our sole and absolute discretion and provide you with a refund.

- Your Conduct

If we in our sole and absolute discretion consider that you have behaved in an unacceptable manner then we reserve the right to require you to leave the course/event immediately. All students are expected to conduct themselves in a reasonable manner and in accordance with our rules and regulations and to recognise that other students also require support and assistance.

- Accommodation/Transport to and from Courses

You are responsible for arranging your own accommodation and transport where applicable. Although we do list local providers of accommodation on our Website to try to assist you in finding accommodation, you are responsible for contracting directly with the accommodation provider and when doing so (and when booking transport) you should make arrangements for cancellation whether that is as the result of a cancellation of a Course by us or by you and you should consider appropriate insurance.

- Ordering Goods

You place an order on the Site by going through the “contact” option or alternatively you may call us and order by telephone or email and the provisions for online purchase will apply in the same way.

When your order is placed with us, we will email you to acknowledge that we have received your order. This order acknowledgement does not, however, mean that your order has been accepted or your place assured by us. We will send you an email to say that we are able to accept your order or not and whether you have been successful in gaining a place or not

This is typically for the following reasons:

(a) The goods are not available as places are full or the course has had to be postponed/cancelled

(b) We cannot obtain authorisation of your payment

(c) There has been an error by us on the pricing or description of the goods and in the event that the price has been entered incorrectly by mistake we will contact you as soon as possible to inform you of the correct price

We will only accept your order when we send you an email that confirms this (Confirmation email). At this point, a legally binding contract will be in place between you and us and at this point we will despatch the goods to you.

When placing an order on the Site, you should take care to ensure that all of the information that you provide to us is correct although we appreciate that from time to time errors might be made. Therefore, please ensure that you take enough time to read and check your order before submitting it to us. If you need to correct any errors you can do so before submitting it to us.

If you are under the age of 18 you may not purchase any goods from the Site.

· Liability

The following provisions set out our entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of: (i) any breach of this Agreement; and (ii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

Save for provisions implied under Sale of Goods Act 1979, the Consumer Protection Act 1987 (or any other law) which it is not permitted to exclude, all other warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from this Agreement.

Nothing in this agreement excludes or limits our liability for personal injury or death caused by our negligence or fraudulent misrepresentation.

We will only be legally responsible to you for any loss or damage which is a reasonably foreseeable consequence of a breach of these Terms. Losses are foreseeable where they could be contemplated by you and us at the time these Terms are entered into. We are not legally responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

You are advised not to bring any items of special value onto our premises or on field trips. We will not accept responsibility for the loss of any personal possessions.

We will not be liable for any loss suffered by you resulting from any course or event which is beyond our reasonable control including but not limited to acts of God, wars, riots, civil commotions, malicious damage, compliance with any law or governmental order, rules, regulations or directions, accidents, breakdowns of plant or machinery, fires, floods, extreme weather, pandemics, epidemics or other outbreaks of disease or infection, or failure in the supply of electricity, heating, lighting or telecommunications equipment.

Transport and accommodation arrangements made by you with the respective providers of transport and accommodation are outside the terms of this Agreement and we exclude all liability in relation to your transport and accommodation arrangements including any costs that you might incur in the event of cancellation of a Course by you or by us.

· Data Protection/Intellectual Property

We will only use the personal information you give us: to help us provide Courses or goods and to inform you about similar Courses or Goods unless you tell us that you do not want to receive this information. We may sub-contract the provision certain service of Courses to external teachers and by accepting these Terms you consent to this use and storage of your data. We will not pass your data to any other third parties.

All rights title and interest in any copyright that is created in any works by you whilst on a Course will vest in you upon creation but you hereby grant a licence of such copyright and the right to use such works and further your name and image in any photograph taken by us or on our behalf or supplied by you to us for advertising purposes including without limitation on our website and in our brochures.

The contents of our Website are protected by international copyright laws and other intellectual property rights. We are the owner or the duly authorised licensee of such copyright and all intellectual property rights in the mark "Ernie Butler". You may not modify, copy, reproduce, republish, upload, post, transmit, distribute by any means or in any manner any material or information on or downloaded from our Website without our permission.

· General

We reserve the right to make changes to or suspend any aspect of our Website or Courses from time to time. You undertake and warrant that all the information that you supply in relation to the booking of any Course is correct and that the credit or debit card (or other means of payment) is your own. We reserve the right to obtain validation of your credit or debit cards. Any breach of this clause entitles us to cancel your booking on such Course without any refund at any time.

We make no representations whatsoever about any other websites which you may access through our Website or which may link to our Website. When you access any other website you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accept any responsibility for the content, or the use of such a website and we shall not be liable for any loss or damage caused or alleged to be caused by such link/website.

These Terms shall also apply to any person that is the recipient of a gift voucher or a person that attends a Course in substitution for the person that made the booking pursuant to the Contracts (Rights of Third Parties) Acts 1999 and references to “you” are deemed to include references to such attendee(s).

All notices should be sent to the contact details provided to you when you make a Course booking. All notices should be sent to us at Ernie Butler 36 Gallery Walk, Pinchbeck, Lincolnshire, PE11 3XG or email ernie.butler@gmail.com

Notices will be deemed received when an e-mail is received in full and confirmed (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or if by post 3 days after the date of posting.

You agree to indemnify us in relation to any complaint or action taken against us by any third party as the result of your behaviour or actions whilst attending at a course or for any statements made or images posted on any site on the internet at any time. You further give your consent to the removal by us at any time and in our discretion of any content posted by you on our Website or any website or part of a website that is controlled by us and undertake to remove any posts made by you or material posted by you from any website immediately upon request by us without having to give a reason for such request.

No failure or delay by us in enforcing any of our rights under the Contract shall be deemed to be a waiver of such right.

· Vouchers

E-vouchers cannot be exchanged for cash and are non-refundable

E-vouchers will be valid for 12 months from the date of purchase

Any remaining balance will be cancelled on expiry of the validity period

· Model Form of Cancellation

To “Ernie Butler, 36 gallery Walk, Pinchbeck, Lincolnshire, PE11 3XG” Tel Number: 01775 7422332 email: ernie.butler@gmail.com

I/We hereby give notice that I/We cancel my/our contract of sale of the following goods:

Ordered on [] / received on [],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) [only if this form is notified on paper],