

# THE UPCYCLER WORKSHOPS CONTRACT 2023-4

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## *Terms & Conditions*

### **1.0 THESE TERMS & CONDITIONS**

**1.1 Interpretation of these Terms & Conditions:** These are the Terms & Conditions upon which The House of Upcycling (“us”, “we”, “our”) supplies services to you. Our services comprise the provision of non-accredited training workshops (the “workshop/s”) hosted at various locations around the UK by the House of Upcycling and its professional members (the “tutors”), available via [www.thehouseofupcycling.com](http://www.thehouseofupcycling.com) (the “website”).

**1.2 Why you should read this document:** Please read these Terms & Conditions which will tell you who we are, how we will provide workshops to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms & Conditions, please contact us immediately.

### **2.0 INFORMATION ABOUT US AND HOW TO CONTACT US**

**2.1 Who we are:** The House of Upcycling is an unincorporated consortium who acts as an authority and representative for the professional upcycling for interiors industry. Our registered office address is 8A South Street, Rochford SS4 1BQ. Our tutors are members of the House of Upcycling working for us on a freelance basis for the duration of each workshop. Their details can be found on the website within the Director and list of members.

**2.2 How to contact us:** email: [hello@thehouseofupcycling.com](mailto:hello@thehouseofupcycling.com) or via social media @thehouseofup.

**2.3 How we may contact you:** If we have to contact you we will do so by telephone, social media or by writing to you at the email or postal address you provided in your booking.

**2.4 “Writing” includes emails:** When we use the words “writing” or “written” in these Terms & Conditions, this includes emails.

### **3.0 OUR CONTRACT WITH YOU**

**3.1 How we will accept your order:** Our acceptance of your order will take place once you have paid the full fee for the workshop via the website at which point in response, we will email (the “order confirmation”) to you in acceptance and a contract will come into existence between you and us.

**3.2 If we cannot accept your order:** If we are unable to accept your order, we will inform you of this and will not charge you for the workshop. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the workshop or the event has had to be cancelled.

### **4.0 YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the workshop you have ordered please contact us. We will let you know if the change is possible and about any changes to the price of the workshop, the timing, location, tutors,

workshop content or anything else which would be necessary as a result of your requested change. We will then ask you to confirm whether you wish to proceed with the change.

## 5.0 OUR RIGHTS TO MAKE CHANGES

### 5.1 Minor changes to the workshops. We may change the workshop:

(a) to reflect changes in relevant laws and regulatory requirements which may, for example, relate to the timings and content of our workshops, and the context thereof (i.e. our workshop premises and facilities); and

(b) to implement minor technical adjustments and improvements, for example to address a security threat or rely on a replacement tutor. These changes should not affect your attendance or enjoyment of our workshops.

**5.2 More significant changes to workshops and these Terms & Conditions:** In addition, we may make changes to these Terms & Conditions and/or the workshops, but if we do so we will notify you. In such circumstances you may then contact us to end the contract before the changes take effect, and subject to the remainder of these Terms & Conditions, receive a refund for any services paid for but not received.

## 6.0 PROVIDING THE WORKSHOP

**6.1 When we will provide the workshop:** We will begin the workshop on the date and time and at the location set out in the order confirmation.

**6.2 We are not responsible for delays outside our control:** If a workshop is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any workshops you have paid for but not received at that date.

**6.3 If you do not attend a workshop:** If you do not attend a workshop you have booked and paid for we will not refund you the cost of our services and may charge you additional costs incurred by us as a result. In such circumstances we may end the contract and the consequences of Clause 9 may apply.

**6.4 What will happen if you do not give required information to us:** We may need certain information from you so that we can supply workshop/s to you, for example reasonable adjustments for access to our premises. If you do not give us this information prior to entering a contract which is subject to these Terms & Conditions or within a reasonable period of time prior to the provision of any services under a contract, or if you give us incomplete or incorrect information, we may either end that contract (and Clause 9 may apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying a workshop late or not supplying any part of them if this is caused by you not giving us the information we need.

**6.5 Reasons we may suspend the supply of workshops to you:** We may have to suspend the supply of a workshop to:

(a) deal with technical problems or make minor technical changes;

(b) update the workshop to reflect changes in relevant laws and regulatory requirements;

(c) make changes to the workshop as requested by you or notified by us to you.

**6.6 Your rights if we suspend the supply of a workshop:** We will contact you in advance to tell you we will be suspending supply of the workshop, unless the problem is urgent or an emergency. You may contact us to end the contract for a workshop if we suspend it, or tell you we are going to suspend it, in each case for a period of more than four weeks, and we will refund any sums you have paid for the workshop at that date.

## 7.0 YOUR RIGHTS TO END THE CONTRACT

**7.1 How you can end your contract with us:** Your rights when you end the contract will depend on what you have purchased from us, how we are performing, and when you decide to end the contract:

(a) If what you have bought is misdescribed you may have a legal right to end the contract, see Clause 10;

(b) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 7.2;

(c) If you have just changed your mind about the workshop, see Clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

**7.2 Ending the contract because of something we have done or are going to do:** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any workshop which has or will not be provided. The reasons are:

(a) we have told you about an error in the price or description of the workshop you have ordered and you do not wish to proceed;

(b) there is a risk that supply of a workshop may be significantly delayed because of events outside our control;

(c) we have suspended supply of the workshop for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than eight weeks; or

(d) you have a legal right to end the contract because of something we have done wrong.

**7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013):** For most workshops purchased online you have a legal right to change your mind within 14 days and receive a refund.

**7.4 Workshop cancellation policy:** We offer the following refund policy:

- up to 30 days before the workshop: 100% refund
- 30-21 days before the workshop: 50% refund or 75% if we are able to secure a replacement
- Less than 21 days before the workshop: 0% refund or 60% if we are able to secure a replacement

## 8.0 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

**8.1 Tell us you want to end the contract:** To end the contract with us, please let us know by emailing us at [hello@thehouseofupcycling.com](mailto:hello@thehouseofupcycling.com). Please provide your name, address, details of the order, mobile phone number and email address.

**8.2 How we will refund you:** We will refund you the price paid for the workshops according to 7.4 above, using the method by which you paid originally. However, subject to your rights set out elsewhere in these Terms & Conditions, we may make deductions from any refund of an amount reflective of our costs and expenses incurring in supplying or preparing to supply our workshop/s to you prior to that refund.

## 9.0 OUR RIGHTS TO END THE CONTRACT

**9.1 If you break the contract:** We may end the contract for a workshop at any time if:

(a) you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the workshop/s, for example, accessibility and reasonable adjustment information; or

(c) otherwise frustrate the contract, for example by not attending our premises for your workshop/s.

**9.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 9.1 we will refund any money you have paid in advance for the workshop/s we have not provided but may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**9.3 We may withdraw the workshop:** We may write to you to let you know that we are going to stop providing the workshop/s. We will let you know at least 7 days in advance of our stopping the supply of the workshop and will refund any sums you have paid in advance for workshops which will not be provided.

## 10.0 IF THERE IS A PROBLEM WITH THE WORKSHOP/S

**10.1 How to tell us about problems:** If you have any questions or complaints about the workshop/s, please contact us. You can email us at [hello@thehouseofupcycling.com](mailto:hello@thehouseofupcycling.com) or message us via social media @thehouseofup.

**10.2 Summary of your legal rights:** We are under a legal duty to supply the workshop/s that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the workshops. Nothing in these Terms & Conditions will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. As workshops are services, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

Please also see: Exercising rights to change your mind (Consumer Contracts Regulations 2013).

## 11.0 PRICE AND PAYMENT

**11.1 Where to find the price for the workshop:** The price of the workshop will be shown on the relevant workshop pages on the website, shop pages where you place your order, the confirmation of sale page and within the emailed order confirmation. We take all reasonable care to ensure that the price of the workshop/s advised to you is correct. Please see Clause 11.3 for what happens if we discover an error in the price of the workshop/s you order.

**11.2 What happens if we got the price wrong:** It is always possible that, despite our best efforts, some of the workshops we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the workshop's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the workshop's correct price at your order date is higher

than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as mis-pricing, we may end the contract and refund you any sums you have paid.

**11.3 When you must pay and how you must pay:** We accept payment by all methods accepted on the third-party payment platform available via our website. You must pay for our workshops in full at the point of sale on our website.

## **12.0 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**12.1 We are responsible to you for foreseeable loss and damage caused by us:** Whilst we advise those who book workshops that they do so at their own risk, if we fail to comply with these Terms & Conditions we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the workshops including the right to receive workshops which are: as described and match information we provided to you; supplied with reasonable skill and care; and for defective workshops under the Consumer Protection Act 1987

**12.3 We are not liable for business or personal losses or damage:** If you use the information provided by us or our tutors during the workshops, for any commercial or business purpose, we will have no liability to you for any loss of profit or business, business interruption, loss of business opportunity, damage to your premises, products, yourself or anyone you have advised to use such information. Whilst our workshops are aimed at those considering becoming a professional upcycler or who have recently opened a professional upcycling studio, all information provided is based on our and our tutors' personal experiences and therefore attendees are advised to make their own judgement as to the veracity and appropriateness of such advice and how it is used with regard to their own business practice.

## **13.0 HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our website Privacy Policy.

## **14.0 OTHER IMPORTANT TERMS**

**14.1 Accreditation:** Whilst the Upcycler Workshops offer valuable knowledge and skills to beginners or early-stage professionals, completion of a workshop does not benefit attendees from any form of approval, accreditation or endorsement from the House of Upcycling, our member tutors or other recognised training body. They are non-accredited training sessions and have not undergone any kind of formal evaluation or are in receipt of official approval or endorsement and we are not affiliated, associated, authorised or endorsed by, or in any way officially connected with, any accrediting body.

**14.2 Imagery and Promotion:** during our workshops we will take photographs and videos to be used to promote our business, copyright of which belongs to us. You may share such images on social media as long as we are tagged-in (@thehouseofup). If you take photographs or videos whilst at workshop, you may share them on social media but must tag us in on each occasion they appear. We retain the right to copy such images and use on our website or for promotional purposes without requiring permission from you.

**14.3 Transfer:** We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms & Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**14.4 You need our consent to transfer your rights to someone else:** You may only transfer your rights or your obligations under these Terms & Conditions to another person if we agree to this in writing, albeit we will not unreasonably withhold our agreement.

**14.5 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its Terms & Conditions.

**14.6 If a court finds part of this contract illegal, the rest will continue in force:** Each of the paragraphs of these Terms & Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**14.7 Even if we delay in enforcing this contract, we can still enforce it later:** If we do not insist immediately that you do anything you are required to do under these Terms & Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the workshops, we can still require you to make the payment at a later date.

**14.8 Which laws apply to this contract and where you may bring legal proceedings:** These Terms & Conditions are governed by English law and you can bring legal proceedings in respect of the workshops in the English courts.