

## THE MIXING JUG (T/A THE EVENT CATERING ACADEMY) TERMS AND CONDITIONS

### Disclaimers

Our digital content and/or services do not constitute formal advice and have been prepared for general information purposes only. You should not rely on its contents and you are recommended to undertake your own independent research and advice in relation to the same.

### Our terms

#### 1. These terms

**1.1 What these terms cover.** These are the terms and conditions on which we supply services to you, whether these are services or digital content.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide our proposed services 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 or require any changes, please contact us to discuss.

#### 2. Information about us and how to contact us

**2.1 Who we are.** We are The Mixing Jug Limited a company registered in England and Wales under company number 09271815 and trading as The Event Catering Academy (**The Mixing Jug**). Our registered office is at Unit 200 Wey House, 15 Church street, Weybridge, Surrey, KT13 8NA.

**2.2 How to contact us.** You can contact us by telephoning our customer service team at 0333 242 5135 or by writing to us at [hello@eventcateringacademy.co.uk](mailto:hello@eventcateringacademy.co.uk) or Unit 200 Wey House, 15 Church Street, Weybridge, Surrey, KT13 8NA.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

#### 3. Our contract with you

**3.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point 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 in writing and will not charge you for the service.

**3.3 Your order number.** We may assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

#### **4. Our services**

**4.1 Course content may vary.** The course content may vary to what is published on our website. Although we have made every effort to match the course content, we do not guarantee that this will be provided. We will let you know in writing if the content will be substantially varied.

#### **5. Your rights to make changes**

If you wish to make a change to the service you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

#### **6. Our rights to make changes**

**6.1 Minor changes to the services.** We may change the service:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the service.

**6.2 More significant changes to our services and these terms.** In addition, as we informed you in the description of our services on our website, we may make the following changes to the terms of our services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received:

**6.2.1** We reserve the right to change the venue, location and/or date of the terms of your order, if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the services.

**6.2.2** The timings of our courses may be subject to change depending on the size of the group. Any changes made will be made to you in writing.

**6.3 Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

**6.4 Copyright.** The course content (including all documentation and hand-outs) supplied by The Mixing Jug is owned solely by The Mixing Jug and must not be copied, transferred, distributed or sold without prior written consent of The Mixing Jug.

## **7. Providing our services**

**7.1 When we will provide our services.** During the order process we will let you know when we will provide our services. If the order relates to ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

**7.2 If the service is a one-off services.** We will begin the services on the date set out in the order. The estimated completion date for the services is as told to you during the order process.

**7.3 If the product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order.

**7.4 We are not responsible for delays outside our control.** If our supply of the services 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 services you have paid for but not received.

**7.5 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

**7.6 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply our services to you. If so, this will have been stated on our website or we will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will 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 our services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**7.7 Reasons we may suspend the supply of services to you.** We may have to suspend the supply of our services to:

- (a)** deal with technical problems or make minor technical changes;
- (b)** update our course content to reflect changes in relevant laws and regulatory requirements;

- (c) make changes to our services as requested by you or notified by us to you (see clause 5).

**7.8 Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending the supply of our services unless the problem is urgent or an emergency. If we have to suspend our service for longer than 30 calendar days in any calendar year we will adjust the price so that you do not pay for our services while they are suspended. You may contact us to end the contract for our services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 calendar days and we will refund any sums you have paid in advance for our services in respect of the period after you end the contract.

**7.9 We may also suspend the supply of our services if you do not pay.** If you do not pay us for our services when you are supposed to (see clause 12.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend our services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of our services, We will not suspend the products where you dispute the unpaid invoice (see **Error! Bookmark not defined.****Error! Reference source not found.**). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.5).

## **8. Your rights to end the contract**

**8.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 11;
- (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 8.2;
- (c) **If you have just changed your mind about the service, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 8.6.

**8.2 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 (e) below the contract will end immediately and we will refund you in full for the services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the our services or these terms which you do not agree to (see clause 6.2);
- (b) we have told you about an error in the price or description of our services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of our services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of our services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 calendar days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

**8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**8.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) digital products after you have started to download or stream these; or
- (b) services, once these have been completed, even if the cancellation period is still running.

**8.5 How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought services (for example, course training services)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought digital content for download or streaming (for example, online workshops and online training services)?** If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

**8.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not

at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

## **9. How to end the contract with us (including if you have changed your mind)**

**9.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

(a) **Phone or email.** Call customer services on 0333 242 5135 or email us at [hello@eventcateringacademy.co.uk](mailto:hello@eventcateringacademy.co.uk). Please complete the form provided in Schedule 1 and include your name, home address, details of the order and, where available, your phone number and email address.

(b) **By post.** Simply complete the form included in Schedule 1 and send it to us at Unit 200 Wey House, 15 Church Street, Weybridge, Surrey, KT13 8NA, including details of your order, when you ordered and your name and address.

**9.2 How we will refund you.** We will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.3 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

**9.4 Refunds will not be made following completion of our services.** Refund requests will not be eligible once the training services have commenced and/ or completed. This clause does not apply in situations described under clause 8.

**9.5 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 28 days of your telling us you have changed your mind

## **10. Our rights to end the contract**

**10.1 We may end the contract if you break it.** We may end the contract for a service at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 14 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 our services;

- (c) you do not, within a reasonable time, allow us to deliver our services to you; and
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services, where access to your premises is required.

**10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**10.3 We may withdraw our services.** We may write to you to let you know that we are going to stop providing our services. We will let you know at least 14 days in advance of our stopping the service and will refund any sums you have paid in advance for the service which will not be provided. In particular, we reserve the right to withdraw our services if:

**10.3.2** you are adversely impacting the services to the detriment of other customers' experiences (e.g. causing a disruption, inciting hate and other discriminatory acts).

## **11. If there is a problem with our services**

**11.1 How to tell us about problems.** If you have any questions or complaints about our services please contact us. You can telephone our customer service team at 0333 242 5135 or write to us at [hello@eventcateringacademy.co.uk](mailto:hello@eventcateringacademy.co.uk) or Unit 200 Wey House, 15 Church Street, Weybridge, Surrey, KT13 8NA. We aim to respond to complaints with a resolution within 28 days.

**11.2 Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the service. Nothing in these terms 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.

a) If your product is **digital content**, for example online training content, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

b) If your digital content is faulty, you're entitled to a repair or a replacement.

c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 8.3.

If your product is **services**, for example a supply of services to provide training courses, 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.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

## 12. Price and payment

**12.1 Where to find the price for our services.** The price of the services (which includes VAT) will be the price indicated on the order page when you placed your order. We take all reasonable care to ensure that the price advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price.

**12.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.

**12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of our services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service'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 service'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 a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**12.4 When you must pay and how you must pay.** We accept payment with Visa Debit and Credit, Mastercard Debit, AMEX, Diners, CUP, JCB and Maestro. When you must pay depends on what service you are buying:

(a) For digital content, you must pay for the products before you download them.

(b) For services, you must make payment in full upon ordering the services or, upon prior agreement with us, within 30 days' of receipt of our invoice.

**12.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

### **13. Our responsibility for loss or damage suffered by you**

- 13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, 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.
- 13.2 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 our services as summarised at clause 11.2.
- 13.3 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 13.4 When we are liable for damage to your device.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 13.5 We are not liable for business losses.** If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.6 We are not liable for the actions of or services supplied by third parties.** Our services may involve the participation of partners of The Mixing Jug, associated companies or parties that have been referred to the Mixing Jug but the Mixing Jug will have no liability for the experience or quality of the services provided by external parties.
- 13.7 We are not liable for experience or quality of the venue.** The venue is not the responsibility of The Mixing Jug and will not be liable for the experience or quality of services provided as a result of the venue.

#### **14. How we may use your personal information**

- 14.1** We will only use your personal information as set out in our Privacy Policy which is accessible here as a .PDF ([https://837e5c3e-acb6-4015-b3ae-8940dec2f714.filesusr.com/ugd/af12a7\\_be0456307e614836a441283ca37f5fc3.pdf](https://837e5c3e-acb6-4015-b3ae-8940dec2f714.filesusr.com/ugd/af12a7_be0456307e614836a441283ca37f5fc3.pdf)).

#### **15. NCASS Membership**

- 15.1** By purchasing our digital content and/or services, you may be eligible for a NCASS membership which commences from on or around the date of the purchase of our digital content and/or services. The product description will confirm whether a NCASS membership is included. The Mixing Jug is not responsible for any services or products provided by NCASS and any queries relating to your NCASS membership must be forwarded to NCASS.
- 15.2** If you are an existing NCASS member, you may benefit from a pre-determined discount on your order, but no other additional membership privileges are available. You will be subject to verification checks and you will be required to provide a valid membership number. If you are unable to provide this information, we reserve the right to disapply any discount and/or cancel your order.

#### **16. Other important terms**

- 16.1** **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance of services not provided.
- 16.2** **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3** **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4** **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms 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.
- 16.5** **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, 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 digital content and/or services, we can still require you to make the payment at a later date.

**16.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the digital content and/or services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the digital content and/or services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the digital content and/or services in either the Northern Irish or the English courts.

**Schedule 1 Model Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To The Mixing Jug Limited trading as The Event Catering Academy  
Unit 200 Wey House, 15 Church Street, Weybridge, Surrey, KT13 8NA  
[hello@eventcateringacademy.co.uk](mailto:hello@eventcateringacademy.co.uk)  
0333 242 5135

I/We [NAME] hereby give notice that I/We cancel my/our contract for the supply of the following service  
[NAME OF SERVICE],

Ordered on [DATE]/received on [DATE]

Name of consumer(s): .....

Address of consumer(s): .....  
.....

Signature of consumer(s) (only if this form is notified on paper): .....

Date: .....