

# Experience Terms and Conditions

The following terms and conditions apply to all persons (“you”) that are attending any session (“Experience”) organised by The Stumpy Quilter (“I” “me”). Please ensure you have read and understand the following:

## 1. Acceptance of terms and conditions

By arranging a date for a particular Experience, you are agreeing to the terms and conditions set out below (“**Terms**”) and they will be incorporated into the contract between us (“**Contract**”). The Contract is formed when I send you a confirmation email.

## 2. Payment

The fee for attending the Experience (“**Fee**”) will be as agreed during the initial booking enquiry, this is based upon the size of the quilt and the type of Experience you are attending. Please note that the fee for the Longarm Experiences (quilt your own) includes a “day cost” and a “quilting fee”, The current pricing structure and calculator for all Experiences is advertised on the website and the appropriate fee will be shown on your confirmation email and invoice.

Should you attend an experience and the quilt is significantly larger than the size agreed upon at booking you will be liable for the increased fee for that size quilt.

Once a booking is agreed you will receive two emails. One will include the invoice for your day and the second will be a confirmation email from the booking system.

All bookings require a £90 deposit in advance of the Experience. For Taster Experiences the deposit is still £90 regardless of the number of people attending. This will need to be paid via bank transfer. Details for the payment can be found on the invoice. If the deposit is not received within 48 hours of your booking confirmation email, your Experience will be cancelled.

On receipt of the confirmation email you will be asked to click on a link to a page on my website that gives you further information about your day. It will also ask you to

complete a booking form on which you will detail a number of points including which payment method you prefer to settle the balance on the day. I accept PayPal, Cash, Bank Transfer and Card payments for the balance which must be paid by the end of the Experience day.

I reserve the right to run price promotions and adjust pricing as I see fit.

### **3. Deposits**

All deposits for the Experiences shall be non-refundable except as set out in paragraphs 4 and 5 below.

### **4. Cancellation or Postponement by Me**

Due to the nature of the machinery, there may be circumstances beyond my control, such as breakdowns or power outages, that require me to cancel or postpone your Experience.

I will notify you as soon as possible in such cases at which point you have a choice:

- More than 7 days' notice: You may choose to reschedule to a new date or receive a full refund.
- Less than 7 days' notice: You may choose to reschedule to a new date at 50% off or receive a full refund.

### **5. Cancellation or Postponement by You**

If you need to change your booking, please inform me as soon as possible.

- Cancellation (at any time) If you cancel and do not rebook immediately, your deposit is non-refundable
- Postponement with more than 7 days' notice: Your deposit may be transferred to a new date ONCE only.
- Postponement with 7 days' notice or less: 50% of your deposit will be forfeited, and the remaining 50% may be transferred to a new date ONCE only.

- **Multiple Postponements:** If you postpone more than once, your deposit will be forfeited and a new deposit will be required to rebook.

## **6. Time lines for refunds**

I will make every effort to issue any applicable refund within 7 days of the cancellation or postponement notification

## **7. Liability and Disclaimer – important, you must read this**

My sole liability in relation to any cancellation or postponement shall be limited to the price paid by you for such experience and I shall not be liable under any circumstances for any consequential losses.

## **8. Your obligations**

If you act in any way which in my opinion is likely to cause any harm or nuisance to any person at the experience, you will be required to leave the studio and I shall not be liable to refund your deposit or any other payment.

You must comply at all times with the health and safety policy of the studio. You must comply with all requests from me with regard to health and safety and failure to do so will result in you being asked to leave the studio (in which case no refund will be provided). You may not bring any equipment or items of a hazardous or dangerous nature to the studio.

You shall not cause any damage to any part of the studio (including outside areas, and all inside walls, flooring, fixtures, machinery and fittings). You are solely liable for any damage caused by you to any such area of the studio and shall fully reimburse me in relation to any damage so caused.

You must keep your personal belongings with you at all times, especially when multiple persons attend an experience. I accept no liability for any damage to, loss of or theft of any of your belongings or other items brought to the studio by you by another person.

## **10. Promotional materials and materials at the studio**

You may be included in promotional materials related to the studio through photography, quotations and video clips. All studio materials (patterns, flyers, books, etc.) are copyrighted and may not be reproduced without written permission. You may use materials for personal or group use, but not for commercial purposes. I reserve the right to update materials as needed.

## **11. Photography and filming**

By agreeing to these Terms, you consent to being photographed or filmed during your Experience and grant The Stumpy Quilter full rights to use the images resulting from the photography/video filming, and any reproductions or adaptations of the images for fundraising, publicity or other purposes to help promote the business of The Stumpy Quilter. This might include (but is not limited to), the right to use them in printed and online publicity, social media, press releases and funding applications.

## **12. Data protection**

I will communicate with you using the contact details provided on the booking form. Your submission of these details gives me consent to use them.

Your contact information will only be used to communicate with you regarding Experience Day details, exclusive offers, and occasional updates about new experiences or developments within The Stumpy Quilter. I respect your privacy and will never share your data with third parties without your consent.

Data security is taken very seriously and I have implemented robust measures to protect my systems, including up-to-date antivirus protection and encryption software. All data is securely stored in the cloud via trusted platforms such as Apple and Microsoft 365, as well as through my service providers: Etsy (for the shop), Wix (for the website), and MailerLite (for the newsletter). Each of these providers maintains its own privacy policy, which is publicly accessible. I have carefully selected

these platforms based on their strong security credentials to ensure your data remains safe and protected.

### **13. Tickets**

I do not send physical tickets for any Experience.

### **14. Travel, accommodation and refreshments**

You shall be responsible for making and paying for your own travel and any accommodation arrangements to and from the experience. Refreshments shall be provided during your time at the studio for the person or persons booked in ONLY. Any additional guests MUST be agreed in advance and a charge paid for their attendance.

### **15. Access needs, disability, medical conditions and dietary requirements**

You will be asked to provide any necessary information on access, disability, medical and dietary needs on the booking form. I strongly recommend that you advise me of anything that will help me to ensure you have the best experience at the studio and that I can also assist should an emergency arise.

I recommend watching demonstration videos on my YouTube channel or Facebook page to get a clear sense of how the longarm quilting experience unfolds. This will help you understand how the machine operates and what the process involves.

You will need to walk alongside the machine, guiding it using the handlebars while following a printed pattern with a laser light pointer. This motion is repeated throughout the day, so please ensure you're comfortable with this level of physical activity.

No prior experience is necessary, and you will be given ample time to practice and build confidence before getting started.

### **16. Limitations of Liability**

Whilst every reasonable precaution is taken by myself to ensure security and safety at the experience, I shall not in any way be liable for any loss or damage suffered by

you whatsoever in relation to the experience, save that nothing in these Terms shall be deemed to limit the liability of any person for death or personal injury caused by negligence.

Nothing in these Terms shall limit or exclude my liability for death or personal injury caused by my negligence, any fraudulent misrepresentation or any other liability for which it is unlawful to exclude or limit liability.

My total liability for any matter arising out of the Contract shall in all circumstances be limited to the price paid by you for the experience and we shall not in any circumstances be liable to you for any consequential loss whatsoever.

## **17. Governing law**

These Terms shall be governed by English and Welsh Law and you hereby submit to the exclusive jurisdiction of the English and Welsh Courts.

## **18. Force Majeure**

I shall not be liable or responsible for any failure to perform, or delay in performance of, any of my obligations under these Terms that is caused by events outside my reasonable control, including but not limited to acts of God, war, terrorism, strikes, pandemics, or government restrictions.

## **19. Age Restrictions**

Participants must be aged 18 or older unless otherwise agreed in advance. If under 18, they must be accompanied by a responsible adult.

## **20. Group Taster Bookings**

For group bookings, the person making the booking is responsible for ensuring all attendees are aware of and agree to these Terms. Any liability for damage or misconduct by group members will fall to the booking party.

## **21. Gift Vouchers**

Vouchers are valid for 12 months from the date of issue. Vouchers are non-refundable and cannot be exchanged for cash. Lost or stolen vouchers will not be replaced. Terms and conditions for vouchers are sent with the voucher when purchased.

## **22. Intellectual Property**

Any designs, techniques, or methods taught during the Experience remain the intellectual property of The Stumpy Quilter and may not be reproduced or taught commercially without prior permission.

## **23. Complaints Procedure**

If you are unhappy with any aspect of your Experience, please contact me within 7 days of your session. I will do my best to resolve any issues promptly and fairly.

August 2025