

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. The current pricing structure for all experiences is advertised on the website and the appropriate fee will be shown on your confirmation email.

I accept PayPal, Cash, Bank Transfer and Card payments

For those attending their first experience a deposit of 50% of the full fee will become due upon booking. If the deposit is not received within 7 days of your booking confirmation email, your experience will be cancelled.

On receipt of the confirmation email you will be asked to complete a booking form on which you will detail which payment method you prefer. This form must be completed within 48 hours of the booking confirmation email. Upon receipt of your form I will send you the account details for the payment methods you have chosen.

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

3. Refunds

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

4. Cancellation

Due to the nature of the machinery there may be circumstances in which I need to cancel or shorten the experience, such as last minute breakdowns. In such circumstances, I can either offer you another date at your convenience at a rate reduced by 50% of the full fee or I will provide you with a full refund of any monies that you have paid to me. I will make every effort to provide you with such refund within 7 days of the date of cancellation.

5. Postponement

There may be circumstances in which we need to postpone the experience, such as machine breakdown. I shall advise you of this as soon as I possibly can. If the date of the Experience is less than 7 days from the time of postponement I can either offer you another date at your convenience and provide a discount of 50% of the full fee on the new date or I will provide you with a full refund of the amount of monies that you have paid to me for the booking. I will make every effort to provide you with such refund within 7 days of the date from which you advise your decision.

If the postponement is for an experience that is booked is more than 7 days from the time of postponement you will be offered another date or a full refund of the amount of any monies that you have paid to me within 7 days of the date from which you advise your decision.

6. 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.

7. 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.

8. Promotional materials and materials at the studio

You will be asked to sign a form to agree that we may include your details in any communication and promotional materials relating to the studio and/or any materials used at the studio. I am not liable for errors or omissions contained in such information.

Unless otherwise stated, the copyright for any such promotional materials and any materials used at the studio (including patterns, flyers, promotional materials and books) belongs to me and may not be reproduced in any medium without my prior written consent.

You may use such materials for your own personal use and in craft groups, but for information purposes only and may not reproduce, publish or deal with such materials in any way for any commercial use.

I reserve the right to change published medium or materials as I think fit.

9. Photography and filming

I may wish to photograph or film the experience to give you a memento of your day as well as to be used for the purposes of promoting future experiences or otherwise. You will be asked to sign a form for this purpose at the studio.

10. Data protection

I will communicate with you using the contact details provided on the booking form for the purposes of the experience. Your submission of these details gives me consent to use them. You will also be asked to complete a consent form for data purposes at the studio.

11. Tickets

I do not send physical tickets for any experience.

12. 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.

13. 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.

14. 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.

15. 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.

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