

Standard Terms and Conditions

These Terms and Conditions govern all transactions and bookings made with Field Art Space. By engaging with our services, the Student and Participant agree to comply with these Terms and Conditions.

- 1.1. In these Terms and Conditions, the following words and expressions will have the following meanings unless the context otherwise requires.

2. THE SERVICE

- 2.1. Field Art Space provides art classes and tuition to individuals and corporate Students aged 18 and over catering to both beginners and more advanced practitioners.
- 2.2. Tuition is available through group classes and one-to-one sessions, offered both online and in person.
- 2.3. Field Art Space delivers sessions for art enthusiasts but does not guarantee specific outcomes or results.
- 2.4. Field Art Space complies with all relevant laws, including but not limited to the Consumer Rights Act 2015, the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR).

3. **BOOKING PROCESS** We reserve the right to amend these Terms and Conditions at any time. Students and Participants will be notified of significant changes via email or on our website, requiring acceptance upon any subsequent bookings.

We reserve the right to refuse services to any individual who violates these terms or behaves in a manner that is abusive, inappropriate or disruptive to our staff or other Students.

1. INTERPRETATION

3.1.

COMPANY ("we" "us" "our")

Refers to Field Art Space, a company which provides art classes and tuition.

ONLINE SESSIONS

Refers to art classes or tuition provided to groups or individuals online.

PARTICIPANTS

Refers to those attending an Online Session.

SESSION

Refers to an in-person art class or tuition provided by Field Art Space.

STUDENTS

Refers to the individual booking and attending the Sessions.

- 3.2. Bookings must be made via Eventbrite, Ticket Tailor or through our website. Students and Participants booking through Eventbrite or Ticket Tailor must comply with their respective terms and conditions, which can be found on their websites.
- 3.3. Bookings are confirmed only upon receipt of full payment unless otherwise agreed in writing by the Company.
- 3.4. Students and Participants have the right to cancel their booking within the cooling-off period in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 3.5. Field Art Space is not responsible for any technical issues, booking errors, service outages, data breaches or processing errors related to Eventbrite or Ticket Tailor.
- 3.6. Failure to make full payment before the start of the Session or Online Session will result in cancellation of the booking unless otherwise agreed by the Company.

4. PRICES AND PAYMENTS

- 4.1. Prices for Sessions and Online Sessions are displayed on our website and may be subject to change. Field Art Space is not responsible for any pricing policies or additional charges imposed by Eventbrite or Ticket Tailor.
- 4.2. Payment is due immediately upon booking. If paying by bank transfer, full payment must be made before the start date and time of the Session or Online Session unless otherwise agreed by the Company.
- 4.3. Failure to make payment on time may result in service delays or cancellation. Overdue payments will incur interest at a rate of 8% per annum, calculated daily until full payment is made.
- 4.4. If overdue payments are referred to third-party debt enforcement, the Student or Participant will be liable for all associated debt recovery costs.

5. CANCELLATION AND RESCHEDULING POLICY

5.1. Student Cancellations

- 5.1.1. Cancellations made 10 days or more before the scheduled Session or Online Session will be eligible for a full refund.
- 5.1.2. Cancellations made within 10 days of the Session or Online Session will not be eligible for a refund. This does not affect the Student's and Participant's rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where applicable.
- 5.1.3. No refunds will be provided if a Student or Participant misses a Session or an Online Session or does not show up.
- 5.1.4. If a Student or Participant books and fails to attend four sessions within a calendar month without giving prior notice, we reserve the right to restrict or prohibit future booking for that Student or Participant. This will be reviewed on a case-by-case basis.

5.2. Company Cancellation

- 5.2.1. We shall endeavour to not cancel Sessions or Online Sessions at all, however if we do need to cancel a Session or Online Session, we will offer the Student or Participant a choice between a full refund and or the option to transfer their booking to a future class.

5.2.2. We are not liable for any other costs the Student or Participant may incur as a result of our cancellation.

6. SESSION ATTENDANCE AND CONDUCT

- 6.1. Students are expected to arrive to Sessions at least 10 minutes before the scheduled start time to ensure a prompt start. Late arrivals may not be admitted, and no refunds will be provided for missed Sessions.
- 6.2. Participants are expected to be available on the link for the Online Session 5 minutes before the scheduled start time.
- 6.3. Field Art Space does not provide travel arrangements for Students attending Sessions.
- 6.4. It is the responsibility of the Student to arrange and pay for their own travel to and from the location of the Session.
- 6.5. Field Art Space is not liable for any costs, delays or inconvenience caused by the Student's failure to make appropriate arrangements.
- 6.6. Outdoor classes are subject to weather conditions. If adverse weather forces cancellation we will offer an alternative date or refund.
- 6.7. Students must wear appropriate clothing and are responsible for bringing their own aprons or other protection for clothing and shoes to protect against potential stains or damage. We are not responsible for any damage to clothing or personal belongings.
- 6.8. Respectful and appropriate behaviour is expected at all times. We reserve the right to remove any Student or Participant who continues to behave in a disruptive or inappropriate manner, following a verbal warning, with no refund provided.
- 6.9. For Online Sessions, Participants are responsible for their own internet connection and technology. No refunds will be issued due to connectivity issues on the Participant's side.

7. OUTDOOR SPACES AND PERMISSIONS

- 7.1. Field Art Space has obtained all necessary consents, permissions and authorities required to use the outdoor spaces for its Sessions.
- 7.2. Students attending Sessions acknowledge that Field Art Space has the legal right to access and use these locations for the duration of the Session and for no other purpose than for an art class and tuition.
- 7.3. Students are required to vacate the space used for Sessions upon termination of the class as lingering in the location may be construed as trespass.
- 7.4. Field Art Space is not responsible for any actions taken by the Student during or after the Session, including any consequences arising from the use of the outdoor space once Company representatives have left.
- 7.5. Students must comply with any instructions, restrictions or guidelines set by Field Art Space regarding the use of outdoor spaces and continued failure to do so may result in removal from the session with no refund.

8. HEALTH, SAFETY AND LIABILITY

- 8.1. Participation in our classes is at the Student's own risk. The Student must inform us in advance of any medical conditions or accessibility requirements.
- 8.2. We are not responsible for loss or damage to Student's personal property, except where caused by our negligence.

- 8.3. If attending a Session, the Student acknowledges the risks associated with outdoor environments, including but not limited to, uneven terrain and unpredictable weather conditions.
- 8.4. We take all reasonable precautions to ensure the health and safety of Students. However, nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence.
- 8.5. We may provide teas, coffees and may offer small snacks during classes. It is the Student's responsibility to inform us of any food or dietary restrictions before attending.
- 8.6. We cannot guarantee that refreshments are free from allergens.
- 8.7. Some art materials, including paints and other supplies, may contain allergens or cause skin irritation. If the Student has known allergies or sensitivities, it is the Student's responsibility to inform us in advance and take appropriate precautions such as wearing gloves or a protective mask. We are not responsible for allergic reactions or adverse effects caused by contact with art materials.
- 8.8. Students are responsible for handling all materials safely and in the manner appropriate to their intended use.
- 8.9. We are not responsible for injuries caused to Students by their improper use of materials.

9. RETURN OF EQUIPMENT

- 9.1. Any equipment or materials provided by Field Art Space for use during Sessions must be returned in good condition when requested by us or at the end of the Session.
- 9.2. If any equipment or materials belonging to Field Art Space is lost, damaged or not returned, the Student may be liable for replacement or repair fees. The cost of such replacement or return will be fair and reasonable and communicated to the Student.
- 9.3. Failure to return equipment or materials in a reasonable time frame may result in additional charges and Field Art Space reserves the right to take further action to recover the cost of unreturned or damaged equipment.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. All materials, content and instructional resources provided during our classes remain the intellectual property of Field Art Space and may not be copied, distributed or reproduced without our written permission.
- 10.2. Any artwork the Student or Participant creates during the class remains the property of the Student or Participant; however, we may ask for permission to share artwork for marketing purposes. The Student or Participant may explicitly consent or object to the sharing of their artwork.

11. CORPORATE AND GROUP BOOKINGS

- 11.1. Corporate and group bookings may be subject to separate terms regarding deposits, rescheduling and cancellation.
- 11.2. Group organisers are responsible for ensuring that all attendees comply with these Terms.

12. DATA PROTECTION AND PRIVACY

- 12.1. We process personal data in accordance with relevant laws and legislation.

- 12.2. The Student's and Participant's information will not be shared with third parties without their consent, except where required by law.

13. FORCE MAJEURE

- 13.1. Field Art Space shall not be liable for any failure to perform or any delay in performing its obligations under these Terms if such failure or delay is caused by an event of force majeure. An event of force majeure includes, but is not limited to, acts of God, war, terrorism, strikes, lockouts, civil commotion, government regulations, pandemics, epidemics, extreme weather conditions or any other event beyond our reasonable control.
- 13.2. In the event of a force majeure occurrence, Field Art Space will notify the Student or Participant as soon as reasonably possible. We will take all reasonable precautions to minimise the disruption caused and to resume performance of our obligations.

14. AMENDMENTS

- 14.1. We reserve the right to amend these Terms at any time, with the latest version published on our website.
- 14.2. Continued participation in our Sessions 14 calendar days after any amendments have been made constitutes acceptance of the revised Terms.

15. SEVERANCE

- 15.1. If any of these Terms is found to be invalid, illegal or unenforceable by a court or other competent authority, the remaining provisions shall remain in full force and effect.
- 15.2. Any unenforceable provision shall be deemed modified to the minimum extent necessary to make it enforceable, or if not possible, shall be severed from these Terms without affecting the validity of the remainder.

16. GOVERNING LAW & DISPUTE RESOLUTION

- 16.1. These Terms are governed by the laws of England and Wales.
- 16.2. In the event of any dispute arising under or in connection with these Terms, both parties agree to attempt to resolve the dispute through mediation before resorting to court proceedings.
- 16.3. If mediation is unsuccessful, the dispute shall be submitted to the exclusive jurisdiction of England and Wales.