

Cookable

Terms and Conditions

Welcome to Cookable and our platform at www.cookable.co.uk. These Terms and Conditions (the “Terms”) constitute a legal agreement between you and Cookable (hereinafter, “we”, “us”, “our” and “Cookable”) of [91 Ravensbury Road, London, SW18 4RX], governing the use of our platform and our Services. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the platform. If you do not agree to be bound by these terms and conditions, you should stop using the platform immediately.

1. Terms of use

- 1.1. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable licence to use our platform on these Terms.
- 1.2. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our platform, you agree and acknowledge that:
 - 1.2.1. you have read the terms set out in these Terms and agree to be bound by and comply with them; and
 - 1.2.2. you shall ensure that all Users of your Account abide by these Terms.
- 1.3. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorised to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
- 1.4. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to our platform or your Account at any time, or remove or edit content on our platform or on any of our affiliated platforms.
- 1.5. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our platform or any other products, prices, services, affiliated platforms and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
- 1.6. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our platform or any of our affiliated platforms to advertise, promote or market any products or services of any third party or yourself.
- 1.7. The following additional terms also apply to your use of our platform and form part of these Terms:
 - 1.7.1. Our Privacy Policy;
 - 1.7.2. Our Cookie Policy;

2. Payment, Fees and Refunds

- 2.1. Some Services may require payment of fees before you can access or use them (“Fees”). These Fees will be notified to you through our platform.
- 2.2. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you through our platform or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or our platform or any of the Services.
- 2.3. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advanced written notice of any amendment of Fees.
- 2.4. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 2.5. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third party payment methods. We shall not be liable for any failure, disruption or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

Cookable

Terms and Conditions

- 2.6. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.
- 2.7. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees.

3. Cooling off

- 3.1. You have the right to cancel this contract within fourteen days without giving any reason (cooling off). The withdrawal period is fourteen days from the day of the conclusion of the contract. In order to exercise your right to cancel, you must, by means of a clear declaration notify us of your decision to revoke this contract. To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period. If you withdraw from this contract, we must refund all payments we have received from you, without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract.
- 3.2. **Please note that your right to cancel expires as soon as you access our content or services. To be eligible for a refund under your right to cancel (Cooling off) you must have not accessed the services and content provided.**

4. Online Courses

- 4.1. **Registration.** Registrations for our Courses must be made in writing via the online form, or in exceptional circumstances via e-mail. The registration is a binding offer. A contract is only concluded when we accept the offer. The booking will be confirmed in writing. Parents or legal guardians must register, any youngster under the age of 18 wishing to register must do so only through their Parents or legal guardians.
- 4.2. **Description of the Courses.** A description of the Courses together with the dates on which the Courses will begin are available on our platform. We will provide the Courses with reasonable care and skill in accordance with the description set out on the platform. We expect you to confirm that the service you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or other opportunity or skill from your purchase and completion of the Courses.
- 4.3. **Changes.** We reserve the right to vary or withdraw any of the services described on the platform without notice.
- 4.4. **Course Booking Cancellation.** You may cancel a Booking up to 7 days prior to your Course taking place and we will offer you a gift certificate to allow you to reschedule to another date that is more convenient for you. Please note that we only offer refunds if you cancel your contract within the statutory described Cooling off Period of 14 days of your booking (see above). To request a refund in reliance of the 14 Days cooling off period, it is sufficient for you to contact us. If you cancel with less than 72 hours prior to your Course taking place or not at all show up at the time of your booking (“No Show”) you will not be eligible to reschedule your Course to another date and no requests of reimbursement or liability or recourse claims can be made against us.
- 4.5. **Class Booking within a Course.** During your course, there will be a live class for you to attend each week. For each week’s class, there will be several timeslots from you to choose from. If the timeslots are not convenient, or if you miss the timeslot you have booked – you will not be able to reschedule this class for another time. Instead, you will receive a recorded version of this class.
- 4.6. **Booking a Course Voucher.** A voucher booked for a Cooking Essentials course can be used by the recipient to book a course, at a date selection of their choosing. The voucher holds the value of 1 place on a Cooking Essentials course – if that chosen course is on offer, it will not leave any credit on the voucher.
- 4.7. **Use of a Course Voucher.** The voucher must be used within 12 months of the voucher purchase date, and will expire after this time.

Cookable

Terms and Conditions

5. Technical requirements and responsibility

- 5.1. Users are responsible for ensuring that the technical requirements for access to and use of the respective services are met.
- 5.2. This applies in particular to the hardware and operating system software used, the compatibility with Zoom, the connection to the Internet, the firewall settings (if any) and the current browser software. The user shall carry out necessary and reasonable adjustment measures himself/herself and shall bear the costs for the Internet connection in order to be able to access the online course.
- 5.3. Cookable does not guarantee that the services offered can actually be used with the user's device.

6. Prohibited uses

- 6.1. You may use our Services only for lawful purposes. You may not use our Services:
 - 6.1.1. in any way that breaches any applicable local or international laws or regulations;
 - 6.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 6.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
 - 6.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 6.2. You also agree:
 - 6.2.1. not to reproduce, duplicate, copy or re-sell any part of our platform in contravention of the provisions of our Terms; and
 - 6.2.2. not to access without authority, interfere with, damage or disrupt:
 - 6.2.3. any part of our platform;
 - 6.2.4. any equipment or network on which our platform is stored;
 - 6.2.5. any software used in the provision of our platform; or
 - 6.2.6. any equipment or network or software owned or used by any third party.
- 6.3. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:
 - 6.3.1. save for internal distribution amongst your employees and persons authorised by you for your internal business purposes, and any other purposes contemplated under these Terms or the platform, not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our platform or any of the contents therein for any commercial or other purposes;
 - 6.3.2. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our platform nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our platform or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
 - 6.3.3. not to provide or otherwise make available our platform in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
 - 6.3.4. to include our copyright notice on all entire and partial copies you make of our platform on any medium;
 - 6.3.5. to comply with all applicable technology control or export laws and regulations; and
 - 6.3.6. not to disrupt, disable, or otherwise impair the proper working of the Services, our platform or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

7. Reliance on Information

Cookable

Terms and Conditions

- 7.1. The Services are intended to provide general information and entertainment only and, as such, should not be considered as a substitute for advice covering any specific situation. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in the Services.
- 7.2. The information provided on the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

8. Intellectual Property

- 8.1. You agree that the platform and all Services provided by us are the property of Cookable including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.
- 8.2. To make the platform and Services available to you, you hereby grant us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content you publish, upload, or otherwise make available to the platform ("Your Content"). We claim no further proprietary rights in your Content.
- 8.3. If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know.

9. Warranties

- 9.1. While we make all efforts to maintain the accuracy of the information on our platform, we provide the Services, platform and all Related Content on an "as is" and "as available" basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 9.2. As part of the Services, you may communicate with Third Parties and have access to Third Party's Advice. Any information about Third Parties is provided on an "as is" basis, based on information provided to us by the Third Parties. We do not make any warranties, express or implied, as to the qualifications, quality, suitability, fitness for purpose, completeness or correctness of any Third Party or Third Party's Advice.
- 9.3. You acknowledge that Third Parties are not our agents or employees and all Third Parties are solely responsible for any Third Party's Advice. No Third Party is authorised to make any statement or representation for and on behalf of us. While we have conducted basic checks on Third Parties, we do not make any representations or warranties as to the qualifications or experience of any Third Party and you are encouraged to conduct your own due diligence on each Third Party, including whether such Third Party and Third Party's Advice is relevant or suitable for your needs.
- 9.4. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our platform or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

10. Limitation of liability

- 10.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our platform and any Related Content. You expressly agree that your use of the Services and our platform, including reliance on any Third Party's Advice, is at your sole risk.

Cookable

Terms and Conditions

- 10.2. We do not assist with dispute resolution between any you and any Third Party and are not obliged at any time to adjudicate on any such dispute. In the event of any dispute, you are responsible for contacting the relevant Third Party. Without prejudice to the foregoing, we remain entitled at all times to investigate at our discretion any complaint regarding the use of our platform or any suspected unlawful activity and to take any action that we deem appropriate, including to file a report with the appropriate authorities.
- 10.3. You agree not to use the Services, our platform and the Related Content for any re-sale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our platform or any other platform or software) for:
- 10.3.1. loss of profits, sales, business, or revenue;
 - 10.3.2. business interruption;
 - 10.3.3. loss of anticipated savings;
 - 10.3.4. loss or corruption of data or information;
 - 10.3.5. loss of business opportunity, goodwill or reputation; or
 - 10.3.6. any other indirect or consequential loss or damage.
- 10.4. Nothing in these Terms shall limit or exclude our liability for:
- 10.4.1. death or personal injury resulting from our negligence;
 - 10.4.2. fraud; and/or
 - 10.4.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 10.5. Our platform is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.
- 10.6. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our platform. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and our platform which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

11. Indemnity

You agree to indemnify and hold us, our related corporations, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our platform, Services, and/or any platforms or software in relation thereto or otherwise, and whether in respect of your breach of these Terms (including our Privacy Policy, Safeguarding Policy or Cookie Policy) or any laws or regulations or otherwise.

12. Other Important Terms

- 12.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 12.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 12.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 12.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether

Cookable

Terms and Conditions

made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.

- 12.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of England and Wales. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.