



Cook n Create Terms and Conditions

General

RIGHT TO REFUSE: Cook n Create holds the right to refuse a student or guardian to attend a class if the instructor feels they are intoxicated/dangerous/violent or may cause harm to themselves or anyone else attending the scheduled class/event.

ENTRY REFUSAL: Cook n Create reserves the right to refuse entry or remove from the event any person for any reason at their sole and absolute discretion.

RELEASE OF LIABILITY: When participating in a Cook n Create class/event, where by the student/participant will be around or using sharp/hot/hazardous and potentially dangerous tools/chemicals suitable to a kitchen environment, the participant releases, indemnifies and excludes Jessica James, Cook n Create and its employees from any and all liability of any kind for any damage or injury incurred while attending a Cook n Create event/function/party. The participant/guardian/responsible adult understands these terms and conditions and accepts the inherent risks of a kitchen environment when they make a full payment for a scheduled class/event/party or agree to attend a class/event/party.

SMOKING AND DRINKING ALCOHOL: Cook n Create prohibits smoking and drinking alcohol on or around the class/event/party site.

START TIME: Classes run by Cook n Create will start promptly at scheduled time. We advise participants to arrive 10 minutes early to minimise the chance of missing any of their session time. Cook n Create is not held responsible for missed time in a session and will not refund attendees who arrive late or leave early.

WEBSITE: This website is owned and operated by Cook n Create, Adelaide. The use of this website is subject to our terms and conditions. Cook n Create take all reasonable care in the preparation and maintenance of information on this website. It is your responsibility to ensure that the material or information you seek to rely on is accurate, up-to-date, reliable and complete by contacting us directly or making your own

independent enquiries. Cook n Create, to the extent permitted by law, denies all liability for any loss, directly or indirectly, rising from your use and/or reliance on this website and its content. Cook n Create does not guarantee or warrant that this website is free from viruses which may damage your computer or any data on your computer.

Bookings and Payments

BOOKINGS: All bookings are to be confirmed and paid via the Cook n Create website unless organised otherwise and confirmed by Cook n Create founder – Jessica James. All bookings are non-refundable and paid before the event.

PAYMENTS: Payment is always in full before the event/party. Tickets/conformation will not be issued unless payment is confirmed. All payments are non refundable.

We do not send reminder notices for our classes and Services. If you miss the class, we do not provide refunds or credit notes.

Behaviour

PARTICIPANT BEHAVIOUR: All participants MUST follow instructions given by Cook n Create leaders at all times. Behavioural guidelines are there to keep all participants, guardians/responsible adults and Cook n Create workers safe at all times. If behaviour is highlighted as inappropriate or unsafe and is not rectified immediately Cook n Create has the right to ask said participant and guardian/responsible adult to leave the class immediately.

HEALTH: All participants and guardians/responsible adults must be fit and healthy in order to participate. Anyone showing signs of viral or bacterial infections will not be allowed to participate.

GENERAL BEHAVIOUR: All persons must follow Cook n Create policies and all reasonable instructions issued by Cook n Creates agents or employees. If they do not follow behavioural instructions then Cook n Create has the right to ask said participant/guardian/responsible adult to leave the class immediately.

Participation

PARTICIPANTS: All participants MUST be accompanied by a parent/guardian/responsible adult at ALL times.

PERSONAL BOUNDARIES: All participants must work within their own space and on their own product at all times. It will not be accepted if a participant crosses personal boundaries and contaminates another participants product. In this case Cook n Create has the right to ask said participant to leave the class immediately.

Privacy

CONTACT DETAILS: On booking a class or subscribing to our website your email will be added to our mailing list but will not be shared with any 3rd party. You have the right to unsubscribe at any time.

Liability for Loss or damage

DAMAGE/LOSS OF PERSONAL PROPERTY: Cook n Create will take all necessary care, but accepts no responsibility for the damage to or loss of property left in the venue prior to, during or after a class/event/function. Cook n Create is not responsible for the loss or damage of personal items in any form.

DAMAGE/LOSS OF Cook n Create PROPERTY: The participant or organiser may be held financially responsible for any damage to or loss of Cook n Create property during the class/event. The cost of repairing any damage as a result of inappropriate conduct will be charged to the person or organiser.

Governing Law

APPLICABLE LAW: These Terms and Conditions are governed and interpreted in accordance with the laws of South Australia. In the event of a dispute arising from these Terms and Conditions you agree to submit to the exclusive jurisdiction of the courts of South Australia.

SEVERANCE: If a provision of these Terms and Conditions is found to be invalid or unenforceable by a court of law, that clause will be severed from these Terms and Conditions and such invalidity or unenforceability will not affect the rest of the Terms and Conditions which continue in full force and effect.

Health and Safety Procedures

INSTRUCTIONS: Participants must follow all reasonable directions by Cook n Create.

SUPERVISION: All children/participants under the age of 18 MUST be supervised by an appropriate adult. It is the responsibility of this adult to take all precautions to keep the child/participant safe and ensure instructions have been thoroughly understood and executed safely. If you need to leave the session/party/event at any time you MUST take your child with you. Cook n Create cannot accept responsibility for a child left unattended.

DIETARY REQUIREMENTS: Management of dietary requirements are the responsibility of the participants parent/guardian or responsible adult. If your child has dietary requirements you MUST state this upon booking and also let your Cook n Create session leader know when you sign in at the session. In the case of allergies the participants parent/guardian/responsible adult takes full responsibility for the participants exposure. Any foods or substances that may trigger an allergy/reaction brought into the session by another participant is not the responsibility of Cook n Create.

HYGIENE: All participants and parents/guardians/responsible adults MUST be hygienic. All hair must be clean and tied back to avoid contamination of food products. Hands must be thoroughly washed with hot soapy water. Clothes must be clean and unsoiled. Sleeves must be rolled back to avoid contamination. Aprons must be worn. Coughs and sneezes are to be covered to avoid contamination of foods and ingredients. Cook n Create has the right to ask said participant/guardian/responsible adult to leave the class immediately if these hygiene standards are not being met and adhered to. Cook n Create takes no responsibility for the hygiene of it's participants.

FIRST AID: If a person receives a burn, cut, injury or has an allergic reaction of any kind, or a participant sustains any injury related in any way to a Cook n Create cooking class or event, a first aid trained staff member will immediately attend to the individual. Health assistance including bandages, burn cream, band aids etc (from a standard first aid kit) will only be issued with a guardian/responsible adults full approval and administered by said guardian/responsible adult thus becoming their decision and responsibility and Cook n Create are not held liable for this decision/action. After the session a Cook n Create incident form will be completed and signed by the participants guardian/responsible adult.

EXTREME FIRST AID: In the case of there being a serious incident Cook n Create will action the assistance of emergency services and will not be held accountable for any costs incurred by this action.

Photo/video consent

PHOTO'S AND VIDEO'S BY COOK N CREATE: By purchasing a ticket/attending a Cook n Create event you agree that Cook n Create can take photographs and video clips at sessions. This footage may be used on the website, Facebook pages, Instagram and on marketing materials. If you do not wish to have your child's photograph taken, please state this upon booking and also let your Cook n Create session leader know when you sign in at the session.

PHOTO'S AND VIDEO'S BY PEOPLE OTHER THAN COOK N CREATE: Cook n Create takes no responsibility for photo's and videos taken by anyone other than Cook n Create during a Cook n Create session. Cook n Create takes no liability for images taken during a session shared by anyone other than Cook n Create. To this end Cook n Create asks that you respect the privacy of others and only share media that contains pictures of your minor and the responsible adult/guardian and any others in the photo are cropped out or that faces and identity is deleted/covered.

Waiver

By purchasing a ticket or attending/participating in a Cook n Create event/party, to the extent permitted by law, the Person (as the case may be) hereby forever waives, releases, covenants not to sue, and discharge Cook n Create from any and all claims, actions, suits, demands, losses and other liabilities arising from and/or in relation to loss of property, any death, physical or mental injury resulting from or in connection with a Person's attendance and/or participation (including consumption) in the Cook n Create cooking class (including but not limited to any allergic reaction) or the ordinary negligence of Cook n Create that the person may have arising out of his/her attendance and/or participation in a Cook n Create cooking class/event.

If a Person does not comply with Cook n Creates Terms and Conditions, they should not participate in the Cook n Create event, and if they choose to participate, they do so at their own risk. Cook n Create accepts no liability whatsoever for the Persons participation in the cooking class.

Declaration

By purchasing a ticket and attending a Cook n Create event I acknowledge, that I have read and understood these Terms and Conditions and declare that I agree to be bound by it.

If applicable, I acknowledge, as the parent/guardian, that I have read and understood these Terms and Conditions and declare that I agree to be bound by it.