TERMS & CONDITIONS FOR SUPPLY OF SERVICES

1. SUPPLY OF SERVICES

1.1 Worship Worth Experiences shall supply the Services to the Client in accordance with the order.

1.2 Worship Worth Experiences shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and shall notify the Client in any such event.

1.3 Worship Worth Experiences warrants to the Client that the Services will be provided using reasonable care and skill.

2. CLIENT'S OBLIGATIONS

2.1 The Client shall:

(a) ensure that the terms of the order and any information it provides are complete and accurate;

(b) co-operate with Worship Worth Experiences in all matters relating to the Services;

(c) provide Worship Worth Experiences with such information and materials as it may reasonably require in order to supply the Services in accordance with the order and ensure that such information is accurate in all material respects;

(d) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and

(e) comply with any additional obligations as set out in the order.

2.2 If Worship Worth Experiences performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

(a) Worship Worth Experiences shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the default, and to rely on the client default to relieve it from the performance of any of its obligations to the extent the default prevents or delays Worship Worth Experience performance of any of its obligations;

(b) shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Worship Worth Experience failure or delay to perform any of its obligations as set out in this clause 2.2; and

(c) the Client shall reimburse Worship Worth Experiences on written demand for any costs or losses sustained or incurred by Worship Worth Experiences arising directly or indirectly from the Client Default.

3. CHARGES AND PAYMENT

3.1 Where the Services are provided on a time-and-materials basis:

(a) the charges payable for the Services shall be calculated in accordance with Worship Worth Experiences standard daily fee rates as amended from time to time;

3.2 Where the Services are provided for a fixed price the total price for the Services shall be the amount set out in the order. The total price shall be paid to Worship Worth Experiences as set out in the order. All amounts due under this agreement shall be paid by the Client to Worship Worth Experiences in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.3 The Client shall pay each invoice submitted to it by Worship Worth Experiences in full, and in cleared funds, within 14 days of receipt.

3.4 Without prejudice to any other right or remedy that Worship Worth Experinces may have, if the Client fails to pay on the due date Worship Worth Experiences may:

(a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Yorkshire Bank , accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and

(b) suspend all Services until payment has been made in full.

3.5 Holiday Workshops:

Non refundable

Transferable dependant on availability at companies discretion

3.6 Home education:

Payable termly at set per half term in advance

Individual lessons @ £12.50 (Wednesday) or £16.95 (Thursday)

If you are unable to attend for whatever reason you will receive your ingredients then next week.

Lessons are non transferable and non refundable.

If the lesson has to be cancelled due to weather conditions this will be credited

3.7 Parties and events:

20% Deposit made 14 days prior to booking (Non refundable)

Balance be made 7 days prior to booking

If Cancelled by us within 24 hours of booking = full refund - deposit

If cancel by client up to 1 week = 75% balance – deposit

If cancel by client up to 24 hours =50% - deposit

In some extreme circumstances due to weather the event cannot proceed an alternative date will be offered.

4. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by B.

5. LIMITATION OF LIABILITY

5.1 Nothing in the order shall limit or exclude Worship Worths Experiences liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be limited or excluded by applicable law.

5.2 Subject to clause 5.1, Worship Worth Experiences shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of damage to goodwill; and

(g) any indirect or consequential loss.

5.3 Subject to clause 8.1, Brand Remarkable's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under the Contract.

5.4 This clause 5 shall survive termination of the Contract.

6. TERMINATION

6.1 Without limiting its other rights or remedies, either party may terminate the order by giving the other party 1 month's written notice.

6.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

6.3 Without limiting its other rights or remedies, Worship Worth Experiences may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than [14] days after being notified to make such payment.

7. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

(a) the Client shall immediately pay to Worship Worth Experiences all of its outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Worship Worth Experiences shall submit an invoice, which shall be payable by the Client immediately on receipt;

(b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(c) clauses which expressly or by implication survive termination shall continue in full force and effect.

8. GENERAL

8.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

8.2 Assignment and other dealings.

(a) Worship Worth Experiences may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Client shall not, without the prior written consent of Worship Worth Experiences, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

8.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party, except as permitted by clause 8.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

8.4 Entire agreement. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.5 Variation. Brand Remarkable may revise these terms and conditions at any time and shall notify the Client in any such event.

8.6 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

8.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

8.8 Third parties. No one other than a party to the Contract shall have any right to enforce any of its terms.

8.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or relating to it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

8.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or relating to the Contract or its subject matter or formation.