

## Standard Terms and Conditions

for sale of courses of the Zita Elze Flower Academy

Please read these terms and conditions carefully before booking any courses with ZEFA. You should understand that by booking any course with ZEFA on our website [www.zefloweracademy.com](http://www.zefloweracademy.com), you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference. Whilst we will make every effort to keep changes to a minimum, we may make amendments to the terms and conditions at any time to reflect changes in market conditions affecting our business, changes to technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our systems capabilities. By continuing to use the Website, subsequent to any changes, you agree to accept any changes made to the terms and conditions.

### **1. Definitions**

In this document the following words shall have the following meanings:

1.1 “Buyer” means the person who buys Services from the Seller;

1.2 “Consumer” shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.3 “Services” means the courses that the Buyer agrees to buy from the Seller;

1.4 “List Price” means the list of prices of the Services maintained by the Seller as amended from time to time;

1.5 “Seller” means Zita Elze Flowers Ltd of 287 Sandycombe Road, Kew, Surrey TW9 3LU through the website [www.zitaelze.com](http://www.zitaelze.com)

1.6 “Terms and Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

### **2. Ownership, copyright and general rules of use**

When you sign up for a class with Zita Elze it's not just a simple case of taking a floral design class. Zita Elze has a unique and innovative teaching technique which produces remarkable and often unexpected results. In order to achieve these sometimes life-changing results, we require a certain level of commitment and behaviour from our students during and after the course work, which we have outlined below. This applies particularly to the Master Classes taught by Zita. The journey students undertake with Zita in her “Concept and Design” and “Advanced Wedding Design” Master Classes can often be a highly emotional experience. Emotion is key to Zita and her designs' success, and thus also key to the success of her students' designs. Zita's personalised, one-on-one tuition and her ability to enable

students to search inside themselves for inspiration through emotions, can sometimes create moments that are difficult or painful. It can also create moments of great joy and satisfaction. Every student is different. In all cases and circumstances, we aim to maintain a classroom of students that are respectful and considerate of each other. We also expect students to respect Zita's intellectual property, which will be strictly enforced in case of contraventions.

### **During Class (Master Class only)**

1. Students must work peacefully and silently in order to focus on their creativity, inspiration and emotions.
2. If and when students do not understand Zita's instructions or explanations, they should feel free to ask. If any questions are personal, wait until after class hours and make an appointment with Zita.
3. Students must not disrupt other students, or dominate Zita's attention unnecessarily.
4. Respect for colleagues, other students, Zita and her team is required at all times.
5. Class hours must be respected. Please be on time.
6. In full day courses (10 am to 4 pm), one 15 minute break is scheduled each morning and afternoon. Lunch is a one hour break.
7. Most flowers, containers, props and accessories are provided by Zita during her classes. If students would like additional items, these will be charged at the normal shop price.
8. For Advanced Wedding Design, if students prefer a photo shoot outside the shop and Academy premises, there will be an additional fee.
9. Students who disregard these terms and conditions will not be allowed to continue their studies with Zita and their tuition fees will not be refunded.

### **After All Classes**

2.1. Students are welcome to blog about the class and post pictures of their work on social media; credits to the Zita Elze Flower Academy would be greatly appreciated. Texts and pictures should not reveal any of Zita's teaching techniques.

2.2. Tuition is provided strictly for personal development; it is strictly forbidden to copy Zita's teaching techniques or course materials for any purpose, including any form of teaching, publishing or media either on or offline. **We reserve the right to strictly enforce this clause.**

## **3. Description and pricing of courses**

Although we make every effort to ensure the prices listed are correct, mistakes may sometimes be made. If a mistake is discovered in the price of the learning programme that you have booked prior to confirmation of your booking, we will tell you and give you the option of either reconfirming your booking at the correct price or cancelling your booking. In this instance, if we are unable to contact you or we receive no reply from you, your booking will be cancelled. Zita Elze reserves the right to change prices listed without notice. Zita Elze also reserves the right to refuse to supply to any individual or company.

## **4. Programme**

ZEFA reserves the right to amend or cancel any course, course times, dates or published prices. Changes to course prices, times and dates will be advised before the course start date and any course already paid in full will not be subject to the increased price. As a course may be cancelled by Seller up to four weeks prior to its start date, we recommend that students do not make travel or accommodation arrangements before this time. Any travel or accommodation costs incurred are entirely the student's responsibility. Zita Elze does not accept any liability for reimbursement of any costs incurred whatsoever in relation to its training courses or events. Where a course has been cancelled, students will be offered an alternative date for the same course, a credit towards another course or a refund. Deposits are transferable to other class/course dates, but not refundable. Tuition fees are non-transferable and non-refundable. This clause applies within the limits of the law, cf clause 8 below.

## **5. Booking into the Zita Elze Flower Academy**

Bookings for the Zita Elze Flower Academy can be made online, by email or by telephoning our ZEFA Team on +44 (0) 20 8940 0040. Once a deposit has been received in full, and a formal purchase order has been received by email or by post, the individuals' place on the course will then be confirmed by email from Seller and a binding contract will have been entered into between Zita Elze and the booking party.

## **6. Order Processing and Payment**

6.1 Upon placing a reservation and in order to secure the place in the desired class, a 50% deposit needs to be made. This deposit is non-refundable (subject to clause 8 below) but transferrable to other courses, if such a transfer is requested in writing at least two weeks before the starting date of the course originally booked.

The balance (final payment of 50%) is due two weeks before the starting date of the course. Final payments are non-transferrable and non-refundable.

6.2 Zita Elze will hold your contact details in its database. Your data will never be sold or released to a third party to use for their own purposes. Zita Elze will retain your data and will use it only to communicate with you on Zita Elze-related issues and to provide information that may be of use to you for the future. No payment details will be held on the Zita Elze website or on the seller's premises.

6.3 Payment can be made in the following ways:

- Credit or debit card online or over the phone at +44 (0) 20 8940 0040
- Direct bank transfer to the Zita Elze Flowers bank account, details of which can be found below;
- Bankers' draft by post made payable to "Zita Elze Flowers Ltd" upon invoice;

6.4 Please note that we do not accept payment by cash or payments in any currency other than UK pounds sterling. You are advised to notify the ZEFA Team in advance if you wish to pay by direct bank transfer to ensure the swift confirmation of your booking. You will not be eligible to attend the course until full payment is received.

6.5 In the case of late bookings payment must be made prior to attendance of the event. If payment is not made prior to the student attending the programme we reserve the right to refuse admission until payment has been made in full.

## **Payment Instructions**

### **Bank Transfer:**

Zita Elze Flowers Ltd  
HSBC  
Sort Code: 403818  
Account Number: 71532715

### **For Payment from outside the UK**

IBAN: GB53HBUK40381871532715  
BIC: HBUKGB4112V  
Address: HSBC  
67 George Street  
Richmond  
Surrey TW9 1HG

**For credit card payments** please call:

Tel: +44 (0) 20 8940 0040

**Please note that for compliance reasons we do not accept credit card details by email**

## **7. VAT & Charge Cards**

Fees quoted are inclusive of VAT, which will be shown separately on the invoice. A VAT invoice will be sent to cover your payment.

If payment is made via a credit card or charge card, a non-refundable 2.5% fee will be added at the payment stage. The amount is not capped and there is no minimum charge. Fees will not be charged for payment via debit cards, direct bank transfer, bankers draft or cheques.

## **8. Cancellation**

Under the Distance Selling Regulations, if you buy online or by phone, your consumer rights entitle you to a full refund if you request one in writing within seven (7) Working Days of receipt. After expiry of this period, no refunds will be made.

## **9. Limitation of Liability**

Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury, however the Seller shall not be liable for any direct loss or damage suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Goods. The Seller shall not be liable under any circumstances to the Buyer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

## **10. Force Majeure**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or

machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **11. Severance**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **12. Complaints Procedure**

At Zita Elze, we are committed to providing a high standard of customer care. If you are not happy with any element of the service that you have received from our Team, please contact Zita Elze on +44 (0) 20 8094 0040.

## **13. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts