



## Booking Terms and Conditions

These terms and conditions apply between you and Over the Bloody Moon Ltd (“we” or “us”) when you book our Masterclasses (either via our website or through Eventbrite), when you book The House (via our website) or receive any other services that we provide (together, “Services”), as applicable.

When you book your tickets to any of our online or in-person events or otherwise receive our Services, you agree to be bound by the following terms and conditions. Please read these terms carefully before you use our Services.

### 1. Booking and payment

#### **Masterclasses**

All fees must be paid in full prior to the event taking place.

Payment can be made via debit or credit card, or PayPal.

Due to third party terms and conditions, there will be a 2.5% (website fee) or 5% (PayPal fee) administration fee applied to the fee when you book your Masterclasses online.

#### **The House**

The House is an annual subscription service. You will be reminded that your subscription will be automatically renewed, unless you choose to opt out.

### 2. Cancellations or no shows

#### **Masterclasses**

While we hope this will not be the case, we reserve the right to postpone the Masterclasses for any reason, for example if the demand for them is low. If we have to postpone the Masterclass, we will be in contact with you to offer you a new time for that Masterclass or an alternative class. If you are not able to join the rescheduled Masterclass or the alternative class, or if you wish to decline, we will offer you a refund at our discretion.

We operate a strict 48 hour cancellation policy. If you are unable to attend the Masterclass you booked for any reason, including due to personal circumstances, you must notify us at least 48 hours before the set time for the Masterclass, and a refund will be considered at our discretion. If you let us know that you are unable to attend a Masterclass less than 48 hours before the set time for the Masterclass, we will be unable to offer you a refund.

We are sorry, but missed Masterclasses are not refundable.

#### **The House**

To cancel your subscription, simply follow the steps online.



### 3. Photography and video

Certain events will be recorded. By agreeing to these terms and conditions, you grant us the right to take screens shots / photographs / video of you and authorise the use and publication of the images in print and/or electronically. The photographs and/or videos will be used without reference to your name (unless you have granted us permission for this), and may be used for any lawful purpose including, but not limited to, marketing, advertising and web content.

If you do not wish for your photo or image to be taken, you should notify us at the event and have the option to switch off the camera if on Zoom.

Please read our [Privacy Policy](#) to see how we process your data.

### 4. Liability

Unless agreed otherwise between us in writing, all of the Services are provided "as is", which means we do not provide any warranties, including in respect of satisfactory quality, fitness for a particular purpose, title or non-infringement. We cannot guarantee the suitability, reliability or timeliness of the information contained on our website or provided as part of the Services.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so, including for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

We are not liable for business losses (including loss of profit, loss of business, business interruption, or loss of business opportunity) or any other unforeseeable losses arising from your access to, or use of, our website or the Services.

### 5. General

Any medical information published on our website or provided as part of the Services is intended for information and educational purposes only and should not be considered as medical advice. The information provided should not be used for diagnosing or treating a health problem and is not a substitute for professional care. If you have any concerns about your health, you should contact a health professional for appropriate medical diagnosis and advice.

Although we make reasonable efforts to update the information on our website or provided as part of the Services, we make no representations, warranties or guarantees, express or implied, that the content is accurate, complete or up to date.

We have provided external links to other third party sites on our website for information purposes only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources and cannot guarantee their availability.

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it or provided by us as part of the Services. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.



We will not be responsible under these terms in the case of an event outside our reasonable control, including (but not limited to) strikes, lockouts, failures of third party systems or networks, acts of god, pandemics, fire, earthquake, storm, flood or other natural disaster, civil unrest, acts of terrorism, or damage to or destruction of premises, data or equipment.

We may transfer our rights and obligations under these terms to another organisation.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

These terms are governed by English law and you can bring legal proceedings in respect of these terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of these terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these terms in either the Northern Irish or the English courts.