

Under The Sun Stained Glass & Glass Art Studio Private Booking/Event Policy

The following outlines Under The Sun Stained Glass & Glass Art studio Private Booking/Event Policy, Payment Terms and more. This page (together with the documents referred to on it) defines the terms and conditions in which enable you to make a booking for a group private event. Please read these terms and conditions carefully before booking any of our classes/workshops/private educational events. You should understand that by booking any of our sessions above, you agree to be bound by these terms and conditions.

Please understand that if you refuse to accept these terms and conditions, we will not be able to book a private event.

1. PRICE AND PAYMENT

For the price of any of our private event bookings, once a project/date/time and participant numbers have been determined a member of Under The Sun will send you an invoice. Prices are liable to change at any time, however changes will not affect bookings in respect to that already sent to you via a Booking Confirmation, except in cases of obvious error. A minimum 50% deposit is required to reserve the booking date; this is due a minimum of one week from the email invoice date (unless otherwise determined by an Under The Sun employee). The remaining 50% is due at the time/date of the event. The individual who makes the initial deposit **MUST ALSO PAY THE REMAINING BALANCE**. In lieu of time on the day of the event, it is more effective to conduct payment with one individual versus several.

You may pay for your booking by cash, credit or debit card. Cash, credit or debit card can be made in person. Credit card payments can be made over the phone with one of our employees. To successfully process your booking, we will take your name, phone number, email and other details that may be required. Payment shall be due strictly in accordance with our standard invoice terms (one week from date of invoice, or prior to the commencement of the Event, whichever is sooner).

Please note, we ensure our emails are secure as possible, however, please do not send us payment information using email. You can make a payment over the phone by calling 1-780-739-1112. Unless we are proven to be fraudulent or negligent, we will not be liable to you for any losses caused as a result of unauthorized access to the personal and transactional information that you provide us when making a booking.

2. SPECIAL OFFERS

We reserve the right, from time to time, to run special promotional offers on events. Special Offers may include, but are not limited to, price promotions. In the event of a Special Offer, additional terms and conditions may apply which will be made available at the time of booking.

3. CONFIRMATION OF BOOKING

After making a booking you will receive an e-mail from us acknowledging that we have received your booking deposit.

4. JOINING INSTRUCTIONS

You will receive joining instructions confirming timings, project selection, waiver and any other documents once your booking has been processed. If you have not received this one week prior to the event please contact us. Prior to contacting us, please ensure you have checked your email inbox as well as your spam and junk mail, just in case the joining instructions have been sent to these inboxes by your email client.

One week prior to the event date we do require a full list of all of the participants.

5. CODE OF CONDUCT

All event attendees must abide by a Code of Conduct when attending an event. By agreeing to the terms and conditions of booking you are also agreeing to conduct yourself safely, professionally and respectfully in line with this Code of Conduct.

6. COURSE/EVENT CONTENT

We reserve the right to make changes to the published programme of an Event (but not the overall content), for example: length of time in studio if unforeseen circumstances arise. In such cases, you will not be entitled to a refund if you cancel your place.

7. COURSE/EVENT VENUE

Our Events are held at Under The Sun Stained Glass & Glass Art Studio #108, 4915-50th Ave Leduc, Alberta. You are liable for any loss or damage which you may cause to our premises or that of the external venue and agree to adhere to all housekeeping rules, procedures, and policies (including policies as to behaviour and conduct) that may be in place at our studio.

If you have a disability or medical condition that requires special arrangements to be made, please notify us of your requirements when making your booking. This allows our team to fully prepare additions prior to the event in set up that may be required.

8. OUR CANCELLATION AND REFUND POLICY

Class/Workshop Participant Cancellation/Refunds

All cancellations will be encouraged to rebook a class at time of cancellation and must be within 48 hours before your scheduled class start time. If a re-booking is NOT conducted the following will apply:

Cancellations received within 30 days or more of the scheduled start date, 75% of the class payment is refundable.

Cancellations received within 2 weeks of the scheduled start date, 50% of the class payment is refundable.

Cancellations received within less than 14 days of the scheduled start date, is non-refundable.

Participants that No Show for a paid class will NOT receive a refund.

No shows are considered forfeited opportunities and class expenses are non-refundable

Special Event Cancellations

Private & Special Events are Non-Refundable and require a 50% deposit at time of booking. This deposit is non-refundable and allows our studio to secure the date, staffing and speciality materials required. The remaining 50% is required on the day of the event. We are unable to refund a cancellation for a private booking once it is paid for. After receiving deposit payments, we prepare glass for your group and schedule staff accordingly. Participants that No Show for a paid class, will NOT receive a refund. No shows are considered forfeited opportunities.

We reserve the right in our absolute discretion, to cancel your booking where we need to, in the event of unforeseen circumstances outside of our control (including, but not limited to, situations where sufficient numbers have not booked for the event or if you are more than 7 days in arrears with any payment due to us, or if it may prejudice our reputation). We shall have no liability for losses or costs which you may incur due to such cancellation but we shall refund your booking payment (in full as soon as possible) or offer you an alternative event booking if one is available. You have the choice of accepting the refund, a credit note or attending the alternative Event.

Refunds are processed using the same method originally used by you to pay for your purchase.

9. RIGHTS IN MATERIALS

All copyright and other rights (including all intellectual property rights) in materials provided to you during or for the purposes of any of our events (including, without limitation, course notes, slides, brochures, articles, materials, instruction or studies) are the property of Under The Sun. You are entitled to use such materials only for your own personal use. You are not entitled to copy such materials (except as permitted by law) nor are you entitled to use or authorise others to use such materials for any commercial purposes.

10. IMAGES

We often take photographs at events for marketing purposes. By attending an event, you are giving us permission to use images in which you may be present. In addition, these images may be shared and stored on third-party platforms. Should you not wish to appear in any images, please notify Under The Sun staff prior to the event.

11. OUR LIABILITY

Event attendees shall be required to keep their personal belongings with them at all times and we accept no liability for damage to, or loss of, personal belongings. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned on our premises or at external venues save for any damage caused by our negligence in which circumstances our liability shall be limited to the amount of our insurance for such losses.

We will not be responsible to you or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from our actions.

Nothing in these event booking terms and conditions excludes our liability to you for personal injury or death caused by our negligence.

12. EVENTS OUTSIDE OUR CONTROL

Under The Sun Stained Glass and Glass Art Studio shall not be liable for the delay or cancellation of an event, if the delay or cancellation is caused by circumstances or events outside our reasonable control. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) the following:

Strikes, or industrial action;

Riot, terrorist attack or threat of terrorist attack, war;

Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

Impossibility of the use of public or private telecommunications networks; and

The acts, legislation, regulations or restrictions imposed on us by municipal, provincial or federal government;

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

13. WRITTEN COMMUNICATIONS

We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. PRIVACY

All of personal information collected for a private booking remains confidential within our studio and is not shared publicly in any format.

15. PUBLICITY

We may use photographs taken at events in publicity and marketing materials, including use on our Website. Your attendance at an Event may mean that you are featured in such photographs and you are deemed not to object to the taking of such photographs as detailed above. If you do not wish to be included in any photograph, please notify Under The Sun Staff at the relevant event prior to the photographs being taken.

16. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these terms and conditions from time to time to reflect changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.