

## TERMS & CONDITIONS

This service contract and our terms and conditions (“Contract”) relate to the MCA courses and events starting on or after the 1<sup>st</sup> January 2018.

This Contract (together with the documents referred to on it, such as information provided on our website: [www.mcamalta.com](http://www.mcamalta.com)) sets out to you ("you" means the party contracting with MCA for sessions) the terms and conditions on which we (“we”, “us” or “MCA” means the Mediterranean Culinary Academy Ltd), shall undertake to supply training sessions, events or services (“sessions”).

Please read this Contract carefully before booking any sessions on our Website. You should understand that by booking our sessions, you agree to be bound by this Contract.

### 1. Booking Sessions

Bookings for sessions can be made via our “Website” ([www.mcamalta.com](http://www.mcamalta.com)) or by contacting us by email: [contact@mcamalta.com](mailto:contact@mcamalta.com)

Sessions will be delivered in the English language and the minimum entry age is seventeen (17) years, unless otherwise stated on the class page prior to booking.

For online bookings, please select the sessions that you require and click on the “Book Now” button, following the instructions step by step.

If you need further information, please refer to our FAQ or contact us at: [contact@mcamalta.com](mailto:contact@mcamalta.com) and we will try and reply to you as soon as possible.

### 2. Description and pricing of sessions

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 sessions that you have booked after the confirmation of your booking, we will advise you and give you the option of either reconfirming your booking at the correct price or cancelling your booking and refunding you. In this instance, if we are unable to contact you or we receive no reply from you, your booking will be cancelled.

In accordance to the VAT act, the sessions are exempt from the payment of VAT. If the law changes or the VAT department imposes the obligation for us to collect VAT on your behalf, the MCA will request you to pay the necessary VAT.

MCA reserves the right to change prices listed without notice and refuse any individual or company.

### **3. Provisional bookings**

When booking a session online, acknowledgement of the booking request is emailed within 1 (one) working day of the order being received by MCA. Where a booking is made by email and is not accompanied by full payment, the booking will be deemed to be provisional (“Provisional Booking”). Provisional Bookings will only be held until 2 (two) days from date of confirmation, after this any Provisional Booking will be cancelled. When payment has been received in full, the individuals’ place on the session will then be confirmed and a binding Contract will have been entered between MCA and yourself. Please refer further to the “How to pay” section below.

### **4. Third party bookings**

We accept bookings from third parties acting on behalf of someone else, for example, should you wish to gift a session. We would need to contact the person(s) receiving your gift to confirm any allergies they may have, provide instructions, attendance certificates, appropriate health & safety documents, venue and any other information.

### **5. Cancellation of Sessions**

MCA reserves the right to amend or cancel any session, session times, dates or venue for any reason whatsoever. Such changes will be advised before the sessions start date and any session already paid in full will be refunded or credited to you, should such course not take place. You will also be given the option to choose any other session, should there be availability (please refer to Transfers below).

We recommend that if you will be travelling to Malta to attend our sessions, you would first receive from us confirmation of your order before you make any travel or accommodation arrangements.

Any travel, accommodation or subsistence costs incurred (including incidental costs such as car parking) are entirely the responsibility of the participant. MCA does not accept any liability for reimbursement of any costs incurred whatsoever in relation to its training sessions or events.

The maximum liability that MCA accepts shall not exceed the price of the session that you would have purchased and paid for.

## **6. How to pay**

We would highly recommend that your booking is done online. If you are making a booking online, you may pay by credit or debit card in a secure environment. Our payment platform which is powered by Braintree (a Paypal service) accepts most major international cards such as Visa and Mastercard. Payment must be made instantly online. If a provisional booking is made via email, payment must reach our bank within two (2) working days. We will only accept cash on the day, prior to previous acknowledgment from the MCA. We also do not accept payments in any currency other than euro (€). You will not be eligible to attend the session until full payment is received and if payment is not made prior to the participant attending the session, MCA reserves the right to refuse admission until payment has been made in full.

## **7. Data protection**

MCA warrants that it will comply with all relevant provisions of the Data Protection Directive (officially Directive 95/46/EC) and any statutory modification or re-enactment thereof from time to time in force.

You will for the purposes of the Data Protection Directive consent to MCA for the processing of all or any personal data (in manual, electronic or any other form) relevant to you including your personal contact details, session attended, any allergies or other conditions you may have.

## **8. Intellectual property rights (including copyright)**

All materials (“MCA Materials”) provided for MCA sessions including graphics, code, text products, recipes, lecture notes, software, audio, photos, recordings, music and design are owned by MCA. No content in whole or in part of the MCA Materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of MCA. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of MCA, or in the case of material licensed to MCA, the owner of such materials.

## **9. Cancellation and cooling off period**

Where a booking has been accepted by MCA and is subsequently cancelled, you will be liable to the following cancellation charges. All cancellations must be received in writing via email: [contact@mcamalta.com](mailto:contact@mcamalta.com)

### **Cancellation Charge**

Cancellation made more than 31 days before start date of course - No charge

Cancellation made 21-30 days before start date of course - 30% charge

Cancellation made 20 days or less before start date of course - 100% charge

Under the Consumer Rights Regulations 2014 you have a cancellation cooling off period where you can cancel your Course/s within a period of fourteen (14) days, using the Withdrawal Email Form shown below.

The fourteen (14) days shall commence on the day when this Contract starts, which is the date of your payment (“Commencement date”). In this case, you will receive a full refund of the price paid for the Sessions in accordance with our refunds policy (clause Refunds below).

The withdrawal period shall expire after fourteen (14) days from the Commencement date.

Although it is within your right to withdraw from this Contract during the fourteen (14) cooling off period without giving us your reason for withdrawal, it would be highly appreciated if you could give us your reason for withdrawal, since by doing so, you may help us improve our service.

After this initial cooling off period the above charges apply. If your booking is done twenty (20) days or less prior to the Course start date, you agree that the service provided by MCA is deemed to have commenced and you agree to waive your right to cancel your booking and receive a full refund under the Consumer Rights Regulations 2014. In such instances, the cancellation policy in the above table will apply.

Should you wish to drop off a Course after having commenced the Course, the MCA will not refund any pro-rata share for any sessions that you will not be attending.

There shall be no right of withdrawal if the Course has begun, and you acknowledge that you will lose your right of withdrawal.

In accordance with the Consumer Rights Regulations 2014, the burden of proof of exercising your right of withdrawal lies on you as the consumer.

## **10. Transfers**

If you wish to transfer your booking to another Course, MCA will do everything possible to try to accommodate your request, provided there is still availability. If the new Course that you wish to attend is priced at a price which is less than the price of your current booking, MCA will offset any difference in price as an administration cost. Should the price of the new Course you wish to change to be higher than the Course you are booked in, you would need to pay the difference in price by bank transfer. Where a transfer is made by email and is not accompanied by full payment, the booking will be deemed to be provisional (“Provisional Booking”). Provisional Bookings will only be held until two (2) days from date of confirmation, after this any Provisional Booking will be cancelled. When payment has been received in full, your place on the Course will then be confirmed and a binding Contract will have been entered between MCA and yourself.

## 11. Refunds

If you wish to exercise your right to cancel your booking, MCA will refund the fees paid (less any bank charges) according to the above cancellation and cooling-off period policy and a refund be made to you by bank transfer or cheque within fourteen (14) days from the day of which the completed Withdrawal Email Form (below) is received by us. Due to credit/debit card security reasons, we are not able to refund you directly to your card.

To expedite the refund, we would need you to send us the withdrawal email form to: [contact@mcamalta.com](mailto:contact@mcamalta.com) with all the details found below:

### Withdrawal Email Form

To: [contact@mcamalta.com](mailto:contact@mcamalta.com)

I/ We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) Contract for the provision of the following Courses:

- Name of consumer that booked Course
- Address of consumer that booked Course
- Contact number of consumer that booked Course
- Name of consumer attending Course (if different from above)
- Name of session booked
- Date when booked
- Total amount paid
- Bank name of consumer
- Bank IBAN number of consumer
- Bank address of consumer
- Bank BIC/ Sort code of consumer

(\*) Delete

## 12. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. 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 electronic 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 as if such communication would be in writing. This condition does not affect your statutory rights.

## 13. Notices

All notices that you wish to send us must be by email to: [contact@mcamalta.com](mailto:contact@mcamalta.com)

We will only provide notice to you by either email or via our website: [www.mcamalta.com](http://www.mcamalta.com)

Notice will be deemed received and properly served, immediately when posted on our website, and twenty-four (24) hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove, in the case of an email when such e-mail was sent to the specified e-mail address of the addressee.

## 14 Specific needs

MCA will do its utmost to ensure that its sessions are accessible to all and if you have any specific requirements, please email us on [contact@mcamalta.com](mailto:contact@mcamalta.com) before effecting your booking and we will contact you to discuss your requirements. It is the responsibility of prospective participants to inform MCA about any specific needs or requirements they may have.

## 15. Complaint's procedure

At MCA 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 the Chef Instructors, please contact the CEO directly at: [kurtmifsud@mcamalta.com](mailto:kurtmifsud@mcamalta.com)

## 16. Further consumer information

For further consumer information about the MCA, Classes content, price, contact numbers, venue, events etc., please refer to our website at: [www.mcamalta.com](http://www.mcamalta.com)

## 17. Termination of contract

This Contract shall be automatically terminated at the end of your session/s, or beforehand due to any gross misconduct and/or any serious or persistent negligence and/or non-observance of regulations which might negatively impact your health and safety or that of the other participants.

## 18. Force majeure

MCA will not be liable for any failure to perform or delay in performing its obligations under this Contract where such failure or delay is caused by any event beyond MCA's reasonable control including, without limitation, legislative governmental prohibitions, fire, flood, hostilities, strikes or other labour disputes. If any force majeure event continues for more than three consecutive months, you may terminate this Contract by giving written notice to the MCA. In the event of a force majeure, MCA shall not be responsible for its failure to perform, or any delay in performing any obligation under this Contract in the event and to the extent that such failure or delay is caused by force majeure.

For the purpose of this agreement 'force majeure' shall mean any circumstance which is beyond the reasonable control of MCA including but not limited to war (whether declared or not), revolution invasion, insurrection, riot, civil commotion, mob violence, sabotage, blockade, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, rain, drought, wind, lightning or any or other adverse weather condition, epidemic, quarantine, accident, breakdown of machinery or facilities, electricity outages, strike, lockout or labour dispute, acts or restraints of government imposition, or restrictions of or embargoes on imports or exports, or late deliveries.

If the event of force majeure is of such a nature that it will result in impossibility of performance of obligations of MCA, you shall be entitled, to terminate this Contract and you shall not be entitled to recover any damages which you may suffer because of such premature termination.

In the event that MCA finds itself unable to carry out its sessions to force majeure, then MCA shall not issue any refunds, but instead shall issue clients with a voucher/coupon code which may be redeemed in accordance to the rules and conditions stipulated by MCA.

If the event of force majeure is of such a nature that it will not result in impossibility of performance of the obligation in question but will delay the performance thereof, MCA shall be entitled to such extension of time in which to perform that obligation as may be reasonable in the circumstances, having considered your interest.

**19. Dispute resolution**

If any dispute arises within this Contract, MCA shall endeavor to resolve this dispute in good faith within a period of 14 working days, failing which the matter shall be settled by arbitration.

Arbitration proceedings shall be held in Malta in accordance with the Arbitration Act (Cap 387 Laws of Malta). The arbitration tribunal shall be composed of one arbitrator chosen by the parties and in default, by the Chairman of the Malta Arbitration Centre.

The decision of the arbitration tribunal shall be final and not subject to appeal.

**20. Governing law**

This Contract and the terms and conditions shall be governed and construed in accordance with the laws of Malta.

If any article above conflicts with any prevailing law, only that article shall be affected and the rest of the terms and conditions in the articles shown above shall prevail.