

# REBEL REBEL ITALIA

## REBEL REBEL ITALIA FLOWER SCHOOL SCHOOL TERMS

Rebel Rebel Tuscan Flower School (Rebel Rebel SRL) ("**Rebel Rebel/we/us/our**") is a company incorporated in Italy with Codice Fiscale/IVA 02544590462. We provide flower courses (each a "**Course**") on the terms and conditions below ("**School Terms**") Please read these School Terms carefully before booking a Course. By booking a Course via our website, by email, on the telephone or by any other method, you agree to be bound by these School Terms.

### 1. TERMS

- 1.1. These School Terms will become binding on you and us when we issue you with written confirmation of your booking to your email address at which point a contract between you and us shall take effect.
- 1.2. You must make a payment of a non-refundable deposit of €400 in order to confirm your place on a Course (a "**Deposit**").
- 1.3. Fees for each Course are listed on the Rebel Rebel website or as communicated to you by us ("**Course Fees**"). All Course Fees stated are inclusive of IVA at the prevailing rate.
- 1.4. Whilst we will try to ensure that all prices on our website are accurate, errors may occur. We will normally verify prices as part of the booking process. In the event that a Course you have booked is listed at an incorrect price due to an error, we will notify you of the correct price and you will have the option to cancel your booking.
- 1.5. All materials and flowers are included in the Course Fees. **Travel costs are not included in the Course Fees.**
- 1.6. Course Fees must be paid in full at least 8 weeks prior to a Course start date (a "**Start Date**"). If the full balance of the Course Fees is not received by us 8 weeks prior to a Start Date, we reserve the right to cancel your place on the Course and retain the Deposit.
- 1.7. Course Fees for bookings made within 8 weeks of a Start Date must be paid in full at the time of the booking unless otherwise agreed with us.
- 1.8. If you wish to transfer to an alternative Course we will do our best to accommodate you but this will always be at our discretion and subject to availability. You may not transfer to another course once it is started.
- 1.9. All payments must be made by BACS to the Rebel Rebel Italia account. Payment details shall be included on the relevant invoice provided to you by us. We cannot accept card payments or transfers to our UK account.
- 1.10. You must be at least eighteen years old at the time of booking to attend a Course. Unfortunately children cannot attend Courses or stay at the Accommodation (as defined below).

### 2. CANCELLATIONS

Any refunds beyond the scope of the following cancellation terms are entirely at Rebel Rebel's discretion.

- 2.1. We will not issue refunds for any Courses cancelled by students within 8 weeks of a Start Date.
- 2.2. In the event that a Course is cancelled by us for any reason (including without limitation due to COVID-19 (or any government measures)) we will inform you and reimburse the full payment made by you to us (including the Deposit) or, if applicable, in respect of the part of the course which has been cancelled or, if you choose, we will credit the Course Fees paid by you towards another course. If a Course is postponed, you will have the option to defer your booking to the new Course date, receive a refund for the balance paid to us by you, or we will issue you with a credit for the amount paid to be used in respect of alternative Course Fees.
- 2.3. Please note that Courses have minimum attendance levels and may be cancelled if too few bookings are received. We reserve the right to amend or cancel Courses.

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- 2.4. We will not be liable for any losses (including, but not limited to, travel and accommodation costs) arising as a consequence of any modification or cancellation of courses or timetabling constraints by us or you as set out above, beyond the cost of Course Fees (if applicable).
- 2.5. Nothing in these School Terms affects your statutory rights as a consumer to cancel your booking during the period of 14 days from the booking date (provided that the course has not completed) by notifying us by post or email. In these circumstances, we will refund all fees paid within 14 days of receiving your cancellation save that, if you have started to attend a Course, we will be entitled to charge you for the services that we have provided to you (pro-rata) prior to your cancellation.
- 2.6. We may cancel your place on a Course (and we will not be required to refund any Course Fees paid by you in such circumstances) if: (a) you do not make any payment to us when it is due; (b) you cease to attend the course (other than following your permitted cancellation as set out above); (c) your behaviour does not conform with our standard rules and procedures; (d) at any time (including on booking) you provide us with information which is inaccurate, incomplete or misleading or fail to provide us with information on request which may affect your ability to complete a Course; (e) during a Course you develop a medical condition or take medication which is a barrier to participating and in order to make the necessary adjustments to safely accommodate you on the Course we would have to incur additional time and expenses that would be unreasonable in the circumstances.

You acknowledge that we shall have no other liability to you for any loss or damage that you may suffer as a result of such cancellation.

### 3. AT THE COURSE

- 3.1. We will collect and return students from and to Lucca Train Station or Pisa Airport at the beginning and end of the course at designated pickup/ return times notified to you. If you arrive or depart outside of the designated pickup/return times, or if a transfer is required from a different location, we can assist you with booking private transfers at an additional cost.
- 3.2. We are happy to assist you with any additional personal requirements. You agree to settle any chargeable expenses incurred by us on your behalf during a Course period (e.g. taxis, shopping, medical or hospital appointments, prescriptions and medications etc.) prior to your departure at the end of the Course.
- 3.3. We may run a Course at more than one location (each a "**Course Location**"). Rebel Rebel reserve the right provide alternative Course Locations at any time and for any reason without any liability to you.
- 3.4. All Courses will be conducted in English.
- 3.5. It will be your responsibility to wear appropriate clothing and footwear during your participation in a Course. If you need further information about what is appropriate, please contact us prior to the Start Date.
- 3.6. Accommodation will be at <https://coldilavacchio.com/> unless otherwise notified to you (the "**Accommodation**").
- 3.7. Access to the Accommodation is via a rural track. If you choose to drive a vehicle to the Accommodation (be it rented or otherwise) please bare this in mind. Rebel Rebel shall not be liable to you or any third party for any damage caused to any vehicle as a result of driving to the Accommodation. For the avoidance of doubt we shall not be responsible for any loss or damage to any motor vehicle or trailer belonging to or rented by you, or for loss of or damage to its contents.
- 3.8. It is with regret that we cannot provide full access to guests who use wheelchairs or those who require the use of lifts due to the nature of the Course Locations and Accommodation.
- 3.9. You must leave the Accommodation in the same state of repair as it was found at the start of your stay. We reserve the right to demand payment for any damage you incur to the Accommodation or any Course Location.
- 3.10. You agree to take proper care and abide by Rebel Rebel's reasonable instructions at any Course Location or Accommodation (including with respect to any equipment, furniture, pictures, fittings and effects in or at any location). You are expected to follow our health and safety guidelines. If you fail to comply with our health and

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safety guidelines you will be unable to participate in the course and will not receive any refund of the Course Fees.

- 3.11. You agree not to smoke inside the Accommodation or any Course Location.
- 3.12. If in Rebel Rebel's reasonable opinion you behave inappropriately we reserve the right to ask you to leave the Course and the Accommodation with no refund being payable to you.
- 3.13. We will try to adapt our Courses to suit an individual's allergies and specific needs. However, this will not be possible for every Course. If you have allergies and/or specific needs please contact us by email before making a booking.
- 3.14. You must give details of your allergies and specific needs as part of the booking process. All requests for adjustments to Courses to accommodate specific needs must be made to us by email not less than 4 weeks prior to the Start Date. We will do our best to accommodate such needs but cannot guarantee that this will be possible.
- 3.15. All guests are responsible for organising any required entry visas and travel requirements for Italy and we shall not be liable in respect of the same. If you are refused entry to Italy (or the EU as applicable), you will not be eligible for a refund of the Course Fees. If your visa is delayed, you will also not be eligible for a refund of Course Fees. At our discretion, however, we will consider transferring you to another Course at a later date.

## 4. LIABILITY

- 4.1. You are responsible for your own safety. For the avoidance of doubt we shall not be responsible for any loss or damage to your personal belongings.

If you are a consumer, you have legal rights in relation to services that are not provided with reasonable skill and care. Nothing in these School Terms will affect these rights.

- 4.2. We do not exclude or limit in any way our liability to you for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
- 4.3. We will not be liable to you if we are prevented or delayed from complying with our obligations under these School Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events which are beyond our reasonable control (including without limitation COVID-19 or any government measure).
- 4.4. We are only responsible for losses that are a natural, direct consequence of our breach of these School Terms or our failing to use reasonable care and skill, and we are not responsible for any loss or damage that is not foreseeable. For the avoidance of doubt loss or damage shall be foreseeable if either it is obvious that it will happen or if, at the time the booking was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.
- 4.5. We shall not be liable in respect of any allergic reactions occurring due to flowers or other material used in any arrangements, or if any staining or discoloration occurs due to the arrangements, unless instructed by you not to use particular flowers or materials or (in the case an allergic reaction) caused by our negligence.
- 4.6. Under no circumstances shall our liability to you exceed the total relevant Course Fee.
- 4.7. Rebel Rebel do not provide travel insurance. We advise all students to arrange comprehensive travel insurance, including trip cancellation and liability cover, full cover for their (or their party's) personal belongings, accident and emergency cover, etc.

## 5. GENERAL

- 5.1. You agree that we may take photographs and/or videos of your participation in a Course and that such photographs/ footage may be used for our marketing materials, on our website or on our social media channels. Please let us know if you do not wish to appear in any photographs or videos. We will always respect your decision not to be featured if this is your preference. If you take any photographs or video footage during your

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participation in a Course and post these on social media, please credit us by tagging the relevant Rebel Rebel account - @rebelrebelitalia.

- 5.2. You grant to us the non-exclusive right to use any footage and photographs which you supply to the us (in whole or part) for our marketing materials including on our website and social media channels.
- 5.3. All intellectual property rights and other ownership rights in all documentation, flowers, arrangements, materials, designs, creative concepts, logos and branding (in whatever form) relating in any way to any of our Courses and/or your participation in them belong to Rebel Rebel and may not be copied, distributed or used by you without our prior written consent. At the end of a course, you will usually be allowed to take away specific items you have created as part of the Course, but this is at our sole discretion.
- 5.4. **COVID-19:** You acknowledge that there is an element of risk of exposure to COVID-19 associated with any form of participation in an activity involving other individuals working at relatively close proximity. While we shall put in place health and safety protocols and follow risk assessment recommendations to minimise the risk of exposure to COVID-19, you acknowledge that there remains a possibility that you may come into direct or indirect contact with COVID-19 and you freely and willingly agree to participate in a Course in this knowledge.
- 5.5. If a participating student tests positive for COVID-19 during a Course, we will do our best to isolate that individual.
- 5.6. We will process all personal information that you provide to us in accordance with Data Protection Act 2018, the UK GDPR and our privacy policy available here: <https://rebelrebel.it/privacy-statement>
- 5.7. We reserve the right to update these School Terms at any time.
- 5.8. Each of the provisions of these School Terms operates separately. If any court or relevant authority decides that any of them are unlawful, invalid or otherwise unenforceable, those provisions shall be deemed severed from the remaining provisions and such remaining provisions will continue in full force and effect.
- 5.9. You may not transfer your place on a Course to any other person without our written permission.
- 5.10. Any contract made between you and us is governed by the laws of English and Wales, and the English courts will have exclusive jurisdiction over any claim arising from, or related to these School Terms and/or your participation in any Course.