

Candle Making Workshop by Alkamy Disclaimer¹

(1) Introduction

This disclaimer governs our candle making workshop classes. We will ask you to sign this disclaimer before taking part in any class.

You acknowledge that participation in this workshop involves a risk of personal injury, when using, direct heat sources, hot molten waxes and concentrated fragrance oil, and agree to take responsibility for your health and well-being in relation to our candle making workshop classes.

(2) Credit

This disclaimer was created using an [SEQ Legal](#) template.

(3) Health and medical conditions

You acknowledge and represent that:

- to the best of your knowledge, you suffer from no medical or physical condition or disability that will or might increase the normal risks associated with handling hot molten waxes and concentrated fragrance oils.

You must inform us, as soon as possible, if:

- you feel any pain or discomfort during a class; or
- if you have come into direct skin/body contact with molten wax and/or concentrated fragrance oils or a direct heat source.

You agree to wear the appropriate protective gloves and eye protection at all times as provided during the classes.

You agree to adhere to listen to the safety briefing during the classes which include but are not limited to:

- ensuring do not run in the workshop to prevent accidents
- handle all materials with caution and care
- do not directly inhale concentrated fragrance oils
- do not touch molten waxes or concentrated fragrance oils
- wear protective gloves at all time
- wear protective eye ware at all time
- do not touch the direct heat source/portable hob unit without prior permission.

(4) No representations or warranties

To the maximum extent permitted by applicable law and subject to section 6 below, we exclude all representations, warranties, undertakings and guarantees relating to our candle making classes.

Without prejudice to the generality of the foregoing paragraph, we do not represent, warrant, undertake or guarantee:

- that you will not suffer from any injury arising directly or indirectly out of our candle making classes;
- that you will receive any qualification as a result of participation in our candle making classes. This workshop covers the basics to allow you to make candles for yourself as a leisure pursuit.

(5) Limitations and exclusions of liability

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer: are subject to section 6 below; and govern all liabilities arising under the disclaimer or in relation to our candle making workshop classes, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any personal injury (including without limitation serious injury or death) that you may suffer or sustain directly or indirectly as a result of attending our candle making workshop classes. Nor will we be liable to you in respect of any other losses arising as a result of any such personal injury.

We will not be liable to you in respect of any of your personal property that is lost, stolen or damaged before, during or after a candle making workshop class.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

(6) Exceptions

Nothing in this disclaimer shall: limit or exclude our liability for death or personal injury resulting from negligence; limit or exclude our liability for fraud or fraudulent misrepresentation; limit any of our liabilities in any way that is not permitted under applicable law; or exclude any of our liabilities that may not be excluded under applicable law.

(7) Severability

If a section of this disclaimer is determined by any court or other competent authority to be unlawful

unlawful and/or unenforceable, the other sections of this disclaimer continue in effect. If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will continue in effect.

(8) Law and jurisdiction

This disclaimer shall be governed by and construed in accordance with English law, and any disputes relating to this disclaimer or our candle making workshop classes will be subject to the exclusive jurisdiction of the courts of England and Wales.

(9) Our details

In this disclaimer, "we" means (and "us" and "our" refer to) Kay Armatage trading as Alkamy.co.uk, which has its principal place of business at 96 Holywell Ave, Whitley Bay, Tyne and Wear, NE26 3AF.

(10) Instructors

The limitations and exclusions of liability in this disclaimer protect our instructors as well as protecting us.

I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS DISCLAIMER

SIGNATURE:

PRINT NAME:

ADDRESS:

DATE:

1 This disclaimer has been created for use in relation to candle making workshop classes.

This is not a complete set of terms and conditions in relation to the provision of candle making workshop classes. It is concerned exclusively with the disclaiming of liability in relation to candle making classes.

Disclaimers are regulated by law. The regulation of disclaimers is relatively complex, and the terms of a disclaimer may not be enforceable in particular circumstances.

The use of the disclaimer will not affect your mandatory obligations under health and safety law.

The disclaimer has been drafted from the perspective of English law. It should be amended as appropriate by a lawyer before use in relation to another jurisdiction.

If you have any doubts about the use of this disclaimer, you should take professional legal advice.

PRIVACY POLICY/HANDLING OF YOUR PERSONAL DATA:

We take your personal information and data very seriously. By signing this disclaimer form and providing your personal information, we confirm that we will not share this information with any third parties. Your details will be held in paper format for 1 year following the date of the workshop attended and then disposed of securely.