

CAUKIN Studio Ltd General Terms & Conditions

Revised:

[JP] 06.05.2017

[JP] 13.10.2022

i. Definitions

- **“Our” / “Us”** means CAUKIN Studio Ltd.
- **“You”** means the customer named in the Contract and the person who purchases Services from CAUKIN Studio Ltd.
- **“Contract”** means your acceptance of a quotation for the Services provided by CAUKIN Studio Ltd and you, incorporating the Terms and Conditions, application form and details stated within your Workshop confirmation. This comes into force in clause 1.7.
- **“Application form”** means a completed and submitted CAUKIN Studio Ltd Application Form, containing your details and your request to be accepted onto a Physical Construction Workshop or Virtual Design Workshop. Completion of an application form does not guarantee your place onto a workshop.
- **“Briefing”** means any meeting, telephone briefing or PDF document supplying information about the nature of our workshops, during which CAUKIN Studio Ltd will assess your suitability for participation in our workshops.
- **“Workshop”** means all travel arrangements, accommodation, training and activities provided by us to you.
- **“Construction Workshop”** means any physical construction workshop located globally where your physical presence is required and manual labour tasks will be carried out
- **“Virtual Design Workshop”** means any virtual workshop conducted where you participate in online discussions, lectures and design related activities
- **“Workshop Briefing Document”** means the online PDF document containing all information relating to a specific Workshop. This is included in the Application form for each Workshop.
- **“Workshop Confirmation”** means a confirmation of the key details of your Workshop which we send to you by post or email once your place has been confirmed.

- **“Services”** means the service provided by us (including the Workshop) under the Contract, together with any other services which we provide or agree to provide to you.
- **“Terms and Conditions”** means the information contained in this document.
- **“CAUKIN Studio Ltd”** means CAUKIN Studio Ltd, a company registered in England and Wales under company number 10749060 at The coach House, 1 The Convent, Rising Lane, Lapworth, Warwickshire, B93 0DJ, England
- **“Total Workshop Cost”** means the amount(s) shown on your Workshop confirmation email, once received.

1. How to apply

- **1.1** Complete all sections of the application form on our website, located at www.caukinstudio.com/joinus
- **1.2** You will be notified by email whether or not you have been successful in securing a place on a Workshop. Our judgement as to your suitability to participate in the Workshop shall be binding and final.
- **1.3** Successful applicants will receive a Workshop confirmation email containing payment details for a Non-Refundable registration fee of £195 which will be due to us within 14 days of the Workshop confirmation email. CAUKIN Studio reserves the right to adjust the registration fee amount and payment timeframe at their discretion.
- **1.4** You are liable for any costs incurred as a result of providing inaccurate or false information on your application form.
- **1.5** You are only eligible to apply if you are over the age of 18 years of age on the start date of the Workshop
- **1.6** The contract between you and us is affirmed on the date on which your registration fee payment is received by us. This is subject to satisfactory medical conditions and sufficient team members becoming available. The Services will continue to be supplied until the termination of the Workshop, or if the Contract is terminated for any reason under these Terms and Conditions.

- **1.7** When we have received your registration fee payment, we will send you an email confirming receipt of your payment and granting you access to our online portal. Your Workshop fee will be due at least 8 weeks before the Workshop start date.

2. Age

- **2.1** You must be 18 years of age or older by the start date of the Workshop. You must enter your age accurately on the Application form and we accept your Application in good faith. We reserve the right to terminate your application or Workshop, if it has already begun, without any refund or cost to that point paid in respect of your Workshop in the event that CAUKIN Studio Ltd establishes that such information was falsely provided.

3. Workshop Cost and Payment

- **3.1** The cost of a Construction Workshop will include accommodation and services as specified in the Workshop Briefing Document. For the avoidance of doubt, a Workshop does NOT include flights, travel of any kind to the specified pick up location for the Workshop, Visas, insurance, vaccinations, UK or foreign taxes or personal spending money or any other personal costs which you may incur.
- **3.2** The cost of a Virtual Design Workshop will include access to the information, lectures and virtual sessions supplied as part of the workshop. For the avoidance of doubt, a Virtual Design Workshop does NOT include any software costs, travel costs or any other personal costs of any kind which you may incur.
- **3.3** Prices outside of the scope of the Workshop and activities not included in the Workshop may vary. CAUKIN Studio Ltd accepts no liability for increases in costs in these areas.
- **3.4** You are responsible for the Total Workshop Cost.
- **3.5** If we do not receive payment for the Total Workshop Cost by the date specified in your Workshop Confirmation email then we reserve the right to cancel your booking and any payments made unto that point will be forfeited.
- **3.6** Payment for all workshops will be made via the details given in the Workshop Confirmation email.

- **3.7** You are responsible for any international transfer or currency exchange fees in relation to any payment made to us.

4. Accuracy of Information

- **4.1** We make every effort to ensure that the information provided to you about the Workshop is accurate. You accept that any information provided by CAUKIN Studio Ltd regarding our Workshops, including content published by third parties is given in good faith and is correct at the time of publication.
- **4.2** Please note that flights, boats and other forms of transport are out of our control. CAUKIN Studio Ltd are unable to provide guarantees that departures will leave on the times stated. CAUKIN Studio Ltd will not be liable for any delays or costs incurred as a result of any delays.

5. Cancellation or Alteration by You

- **5.1** If you wish to cancel a Workshop place, you must do so in writing by email only. In instances of cancellation by you, CAUKIN Studio Ltd is not obliged to make refunds, unless stipulated separately under these terms and conditions. In all circumstances, the £195 registration fee is Non Refundable. Refunds of Workshop payments will only be provided under the following terms:
 - Notify us 120 or more days before Workshop start date: 100% refund of Workshop fee (less £195 registration fee)
 - Notify us between 119 and 90 days before Workshop start date: 80% refund of Workshop fee (less £195 registration fee)
 - Notify us between 89 and 60 days before Workshop start date: 40% refund of Workshop fee (less £195 registration fee)
 - Notify us 59 or less days before Workshop start date: 0% refund of Workshop fee.
- **5.2** If you notify us of a wish to leave a Workshop after the Workshop has commenced, other than by breach of this agreement by CAUKIN Studio Ltd, no refund will be paid to you.
- **5.3** If you require any alterations to the information supplied on your Application form, including changes to your Workshop period or or Workshop location, then amendments can be made at the discretion of CAUKIN Studio Ltd. We retain the

right to charge an administration fee of £50 to make any amendments to your approved Workshop.

- **5.4** Should your payment not be received within 7 days of the specified payment due date, CAUKIN Studio Ltd reserves the right to cancel your place on the Workshop, without refund.
- **5.5** Your Workshop place cannot be transferred to any third party.

6. Cancellation or Alteration by Us

- **6.1** CAUKIN Studio Ltd may terminate the Contract if you do not abide by the Terms and Conditions or our Code of Conduct. In such a case, we have the right to retain all monies paid by you at our discretion.
- **6.2** CAUKIN Studio Ltd reserves the right to cancel any Workshop if we are unable to obtain what we consider to be sufficient applicant numbers or Staff numbers for a project to commence. In this situation, if we can, we would offer an alternative Workshop. If you do not wish to accept an alternative, we will provide a full refund.
- **6.3** We retain the right to alter the terms of our Services, where in our opinion, the circumstances require such an alteration. Such circumstances may include a Force Majeure event as described in clause 12.
- **6.4** In the event of an amendment to your Workshop, you are obliged to accept that change so long as it is one which, in our opinion, is providing a Workshop of equivalent nature and quality.
- **6.5** If the Workshop is cancelled due to the fault of CAUKIN Studio Ltd then you will be refunded all monies paid unto that date for the Workshop.
- **6.6** CAUKIN Studio Ltd reserves the right to remove you or revoke your Workshop place at any time prior to or during the Workshop, should we believe that you may disrupt the general safety, wellbeing or enjoyment of the Workshop. We also reserve the right for ourselves, our employees and our representatives to refuse further participation to you at any time, if in our opinion, you are not fit for whatever reason to participate in the Workshop (see clause 9). In such circumstances, no refund will be made and no additional costs will be payable by CAUKIN Studio Ltd.

- **6.7** In all cases of amendment or cancellation by CAUKIN Studio Ltd, CAUKIN Studio Ltd will not refund you for any expenses incurred by you related to the Workshop, including, but not limited to, airfare, travel, Visa expenses, insurance, documentation and equipment purchases. Please note, this list is not exhaustive.

7. Your Obligations

- **7.1** You must ensure that your passport is valid for 6 months beyond the completion of the Workshop and that any required travel visa is obtained before the commencement of the Workshop. It is your responsibility to obtain and purchase any visas. We reserve the right not to refund any monies paid if you are unable to obtain either a passport or a visa.
- **7.2** You will be liable to pay CAUKIN Studio Ltd all reasonable costs, charges or losses sustained or incurred by us arising from your fraud, negligence or failure to fulfil any of your obligations under the Contract.
- **7.3** You shall ensure that all medical conditions suffered by you are declared to CAUKIN Studio Ltd on the Workshop Application form.
- **7.4** You must ensure that any clothing or other personal items or equipment to be brought onto the Workshop is suitable for its purpose. CAUKIN Studio Ltd cannot be held responsible for any wear and tear or incidental damage to clothing and equipment belonging to you.
- **7.5** You must check your Workshop Confirmation email carefully and ensure you understand all information and instructions correctly. You must also ensure to notify us on the Workshop Application form of any special requirements which you may have.
- **7.6** You agree that throughout the course of the Workshop you will behave in a wholly responsible manner and cause no distress, aggravation or danger to any other Workshop team members, community members, staff, or third parties. Should you cause damage of any kind, you will be held responsible for the cost of repair or replacement.
- **7.7** You accept to comply with all local laws and instructions of CAUKIN Studio Ltd Staff, authorised representatives and third parties.

- **7.8** You shall inform CAUKIN Studio Ltd immediately of any changes to your requests, insurance or any other detail required under these Conditions.
- **7.9** You must provide CAUKIN Studio Ltd with proof of purchase and payment in full respect of suitable travel arrangements to the Workshop location at least 4 weeks prior to the Workshop start date and confirmation of your arrival time and carrier details. On your arrival to the Workshop location, providing your travel coincides with CAUKIN Studio Ltd's schedule for transfer, we will provide transport to enable you to travel to our in country site location. In circumstances where your arrival does not coincide with our schedule for transfer, you shall be responsible for all of our and your travel and additional costs incurred in assisting you in travelling to the in country pick up point.

8. Limitation of Liability

- **8.1** Your attention is particularly drawn to the provisions of this condition which sets out the entire financial liability of CAUKIN Studio Ltd (including any liability for the acts or omissions of it's employees, agents and sub-contractors) to you in respect of:
 - any breach of the Contract
 - any use made by you of the Services or any part of them; and
 - any representation, statement or tortuous act of omission (including negligence) arising under or connection with the Contract
- **8.2** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- **8.3** Nothing in these conditions limits or excludes the liability of CAUKIN Studio Ltd for:
 - i) death or personal injury resulting from the negligence of CAUKIN Studio Ltd employees in connection with the performance of their duties
 - ii) any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by CAUKIN Studio Ltd.
- **8.4** We shall not be liable to you for any loss of anticipated savings; or loss of contract; or loss of use; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- **8.5** Subject to conditions 8.2 and 8.3 above, CAUKIN Studio Ltd's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated

performance of the Contract shall be limited to the price you paid for the Workshop and will in no event exceed such price. You should always claim the full entitlement you are due under your insurance policy before making any claim against CAUKIN Studio Ltd.

- **8.6** CAUKIN Studio Ltd will not be liable to you for any acts or omissions of third party providers which are not provided within the Services, including death or personal injury. If CAUKIN Studio Ltd has provided you with information of such third party suppliers, this information has been given for your convenience only and does not constitute an endorsement of the respective third party supplier by CAUKIN Studio Ltd.
- **8.7** We will not be liable to you if you breach any of these conditions. We also cannot be held responsible for the consequences of your actions should you choose to ignore the advice given to you by us, your Workshop leader or any of our employees, representatives, agents or contractors.
- **8.8** You accept that adverse weather conditions may cause cancellation of scheduled events during your Workshop. The availability of advertised facilities might also be hindered due to local weather conditions, or circumstances beyond the control of CAUKIN Studio Ltd, including but not limited to public holidays, or routine maintenance. CAUKIN Studio Ltd is not liable for such cancellations.

9. Health & Safety

- **9.1** We draw your attention to the fact that general standards of health, safety and hygiene in the countries to be visited will not be comparable to UK standards and the risk of injury, fatigue and disease are inherent in a Workshop of this kind. Please note that our Workshops can be physically demanding. It is your responsibility to verify your health and safety requirements for the Workshop.
- **9.2** You must ensure that any pre-existing or existing medical condition, trauma, illness, psychological/psychiatric illness (including depression, anxiety and / or an eating disorder) or disability or medical treatment as specified on the Application Form are declared to CAUKIN Studio Ltd on the Application Form, or when required by us. This requirement includes any subsequent amendments to your condition whether or not you believe they will affect participation on the Workshop. CAUKIN Studio Ltd reserves the right to contact your doctor or medical advisor if so required.

- **9.3** We reserve the right to refuse you a place on a Workshop as a result of disclosure of any medical condition, and our decision in these circumstances shall be final.
- **9.4** CAUKIN Studio Ltd will not be liable for any loss caused to you or third parties by your pre-existing illness or injury, which you have failed to disclose in full prior to the start of your Workshop.
- **9.5** You must ensure that you obtain advice from your GP or other suitably qualified medical professional on any inoculations or other vaccines or treatments required for the Workshop and follow the advice given. CAUKIN studio Ltd will not be liable for any resulting illness that occurs due to your failure to seek such medical advice.
- **9.6** If, in the opinion of CAUKIN Studio Ltd (whose judgement in this matter shall be binding and final), your health deteriorates during the course of the Workshop, or is adversely affected by activities which form part of the Workshop, we reserve the right to require you to cease to or not participate in some or all of the activities available; and/or terminate your Workshop, if in the reasonable opinion of the CAUKIN Studio Ltd leader your health and safety (or the health and safety of others) is sufficiently endangered by your continuing presence on the Workshop. In such circumstances, you shall not be entitled to be compensated in respect of the unexpired portion of your Workshop.
- **9.7** You are strongly advised to follow any medical advice given by CAUKIN Studio Ltd and our representatives and if such advice is not followed, then CAUKIN Studio Ltd will not be liable under the Contract.
- **9.8** We draw your attention to the fact that medical care may be up to 12 hours travel from the Workshop location and CAUKIN Studio Ltd is unable to accept any responsibility for providing medical care although it will use reasonable endeavours to arrange for you to have access to medical care provided under your insurance policy in emergencies.
- **9.9** We will make every effort to acclimatise you to life on a Workshop. In the event that you decide to prematurely cancel your Workshop due to home sickness then we will levy any charges we incur as a result of your cancellation and our normal cancellation terms apply.
- **9.10** You are required to read and acknowledge understanding of our Health and Safety policies (01, 02 & 03), accessible to you on the project portal. If you do not read and acknowledge these, you will not be allowed to participate in the Workshop.

10. Insurance

- **10.1** You accept that it is compulsory to take out comprehensive travel insurance, including cover for manual labour involving the use of light power tools, no later than 30 days before departure. All payments are accepted on this basis. [You must supply a copy of the insurance policy to us if we request it.]
- **10.2** It is your responsibility to ensure you have sufficient insurance cover, which meets your needs for the Workshop. CAUKIN Studio Ltd provide examples within the online portal. Insurance examples are provided purely in good faith and we cannot be held responsible for your satisfaction with your chosen policy.
- **10.3** We reserve the right to cancel your place or terminate your Workshop at our sole discretion if we are not satisfied that you have insurance cover which we consider to be adequate for your Workshop.
- **10.4** Any claim made by you in relation to the Workshop or the Contract should be made in the first instance to your insurer.

11. Complaints

- **11.1** Our aim is to make your Workshop as enjoyable and rewarding as possible. However, if for any reason you wish to make a complaint you should inform your CAUKIN Studio Ltd leader immediately to enable us to take any necessary remedial action. Failure to do this may reduce or even completely extinguish your legal right to claim compensation.
- **11.2** We will investigate any claims made and try to resolve them. If for any reason the complaint cannot be dealt with at the time you should write to the head office of CAUKIN Studio Ltd with full details of your grievance within 28 days of the completion of your Workshop.

12. Force Majeure

- **12.1** CAUKIN Studio Ltd shall have no liability to you under the Contract if we are prevented from or delayed in performing our obligations under the Contract or from carrying on our business by acts, events, omissions or accidents beyond our

reasonable control, including strikes or other industrial disputes (whether involving the workforce of CAUKIN Studio Ltd or any other party), failure of a utility service or transport network, terrorism, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, pandemic, fire, flood, storm or default of suppliers or sub-contractors.

13. Variation

- **13.1** Subject to these Terms and Conditions, no variation of the Contract or these Terms and Conditions (or of any of the documents referred to in them) shall be valid unless it is in writing and signed by or on behalf of each of the parties.

14. Waiver

- **14.1** A waiver of any right under the Contract from CAUKIN Studio Ltd to you is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- **14.2** Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15. Severance

- **15.1** If any provision (or part of provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- **15.2** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

16. Data Protection

- **16.1** You agree that CAUKIN Studio Ltd may hold and use personal data about you including sensitive personal data relating to your physical and mental health and that CAUKIN Studio Ltd may when appropriate share this information with medical

advisers, insurers and persons involved in the operation of programmes. We will use such information in accordance with data protection law.

17. Governing Law and Jurisdiction

- **17.1** The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- **17.2** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.