

This agreement outlines the important items we would like you to understand and take note of when attending “ABC Cooking Studio”. Please read thoroughly all the items outlined below, initial each box “☐” and sign by the end of this Terms & Conditions to acknowledge that you have understood and agreed to be bound by these terms and conditions before signing the course contract.

1. (Definitions)

In this agreement, the specific terms are defined as below:

- 1.1 ABC Cooking Studio Hong Kong Limited is hereinafter referred to as “Company”.
- 1.2 Cooking school conducted under Company’s management is hereinafter referred to as “ABC Cooking Studio”.
- 1.3 Any individual who enrolls in ABC Cooking Studio under these terms of agreement is hereinafter referred to as “Member”.
- 1.4 Cooking Course, Bread Course, Cake Course, and any other courses conducted in a series are hereinafter referred to as “Regular Course” and “course”.
- 1.5 Any individual cooking school operates by ABC Cooking Studio is hereinafter referred to as “Studio”.
- 1.6 Websites operated by the Company (including member site that requires login from homepage) is hereinafter referred to as “Company’s website”.
PC•Smartphone URL: abc-cooking.com.hk

2. (Enrolment and Contract)

- 2.1 Enrolment refers to the acceptance of the terms and conditions outlined herein, and applications for the ABC Cooking Studio membership. Contract refers to the applications for ABC Cooking Studio’s courses.
- 2.2 In case of extra courses (such as limited-time courses, studio specific courses, special courses), terms and conditions (such as age or gender limitations) may vary, as to be determined by the Company.
- 2.3 Those who have previously experienced any allergic physical reaction should study the course contents before signing conformity to enrolment/contract agreement.
- 2.4 For enrolment/contract, one must follow a set of procedures. For payment, please choose between credit card and cash payment and pay at Studio.
- 2.5 Any application data provided along with the member’s own signature (including electronic and handwritten signatures, and information inputted online) shall be deemed as declaration solely by no one else but the member him/herself.
- 2.6 In case one chooses to use credit card payment, the transaction will be based on the terms of use of its credit card issuer. Please contact the credit card company directly if you wish to change the payment method.
- 2.7 A one-off HKD800 membership fee will be charged at the time of registration. Additional membership fee is not required in enrolling a different course or any top-up courses.
- 2.8 Campaign discounts, corporate discounts and other type of discounts should be redeemed at the time of contract preparation. Claims will not be accepted after signing contract. For details of campaigns and corporate discounts, please refer to the information provided at Studio(s).
- 2.9 Parental consent and signature are required for enrolment and contract of those under 18 years old.

3. (ABC Cooking Studio Membership Card)

- 3.1 Membership card shall be issued one per member.
- 3.2 A 10-digit membership ID number on the card is required to book/attend lessons, to update application details and to make any inquiries.
- 3.3 **Membership card and membership benefits cannot be lent / transferred to others under any circumstances.**
- 3.4 In case of loss or theft of your membership card, please apply for replacement at Studio. A handling fee of HKD50 will be charged for the card replacement.

4. (Course Rules)

- 4.1 Course details (such as content, price, and validity period, etc.) shall be determined separately. Such details are to be published on Company’s website and in brochures to be delivered at all Studios.
- 4.2 The lesson timetable of each course varies for each studio. As the time slots may change from time to time, please check the latest timetable announcement at the Company’s website or contact the studio directly.
- 4.3 Studio operation time, open and close dates differ for each studio. Please confirm with each studio directly in advance.
- 4.4 Some of the service contents may differ for each studio. Please contact each studio for further details.
- 4.5 **Each course has a pre-determined validity period. After each contract purchase, the validity period will be extended based on the contract details (Maximum validity of all contracts combined must not exceed 48 months). Each member is responsible for keeping track of his/her own validity period. The actual expiration date will be the earlier of either 1) the last day of the validity period, or 2) the last day of the month in which the member finished the last lesson of his/her contracted course. Even just one day passed right after the expiration date all courses will be deemed to expire and all rights associated with the courses will no longer be valid. Member will not be allowed to attend any lesson of the expired courses, or to receive any associated services, or to apply for contract cancellation or refund.**
- 4.6 **Cancellation Penalty shall be enforced when the member is late beyond the time period allowed by the Company, or upon cancellation or absence of lesson, as well as leaving midway through lesson that is considered to be “absence” by the Company. Cancellation Penalty means confiscation of lessons that have been reserved (i.e. member will not be allowed to attend those lessons).**
- 4.7 Members who are asked to leave the studio in the following circumstances, member will be considered as absent.
 - (1) Incomplete course contract payment.
 - (2) Any violations of the Terms and Conditions outlined herein as well as any act deemed as annoyance to the Company employees, instructors or other members.
 - (3) Other situations that are considered to be difficult in providing services by the Company.

5. (Reservation Rules)

- 5.1 Every lesson requires a reservation.
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- 5.3 When making reservations over the phone, please contact Studio directly during business hours (Please contact the Studio for details of business hours). Members are advised to double confirm the reservation status and capacity on the online booking system again. Members are responsible for managing their reservation. The Company shall not be responsible for proactively confirming the status of each individual reservation.
- 5.4 **To change or cancel the reserved lesson, members must complete the relevant procedures via the Company’s website, phone call or in person at the Studio before 12:00 noon in one day advance before the reserved lesson. In case of cancelling reservation after the aforementioned deadline, there shall be Cancellation Penalty according to the provisions of the clause 4.6 of this Terms & Conditions, and any cancelled lessons shall be confiscated as part of the Cancellation Penalty.**
- 5.5 Reservations made by anyone who is not Company’s member are not accepted.
- 5.6 The Company has the right to restrict the Member from lesson reservation and attendance in case the Company considers attendance of the said Member is inappropriate from legal or other perspective.

6. (Lesson Rules)

- 6.1 Each Studio is equipped with aprons that members may use, and member are welcomed to bring their own. It is recommended that members bring their own hand towel due to hygiene reasons.
- 6.2 Members in long hair should tie up hair due to hygiene reasons. Please make sure to remove any accessories around your hands such as ring/watch/bracelet, etc. In addition, anyone with long nails or with manicure should wear gloves while having lesson.
- 6.3 Please bring your own journal when attending lesson.
- 6.4 **Coming late to lesson will cause annoyance to other members, so please come to Studio on time. Tardiness of more than 10 minutes in any case the lesson is considered as absent. Member will not be able to attend the lesson in such case.**
※ Cancellation Penalty (confiscation of the reserved lesson) will be incurred in accordance with the provisions of Clause 4.6 in case of tardiness / absence.
※ Even in the case of tardiness due to natural disasters, family events, traffic delay, etc., Cancellation Penalty will be enforced (unless Company has announced that Cancellation Penalty due to extreme weather condition will be exempt).
※ If Member is absent due to illness or injury, he/she may submit a valid certificate of registered medical practitioner to Studio within 30 days of the lesson. After verification, the Cancellation Penalty (confiscation of the reserved lesson) will be exempted.
- 6.5 **When leaving midway through lesson (including illnesses, etc.), the lesson will be considered as attended and completed.**
- 6.6 The right to receive the recipe will be given only after the completion of a lesson. Even for a contracted course, we cannot give the recipe for a course that you have not attended. In addition, taking photos and copying of the Company’s original recipes with illustrations (hereinafter referred to as “Original Recipe”) is prohibited.
- 6.7 **If Member loses the Original Recipe, a handling fee of HKD50 will be charged for the recipe replacement.**
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 - (2) Waiting or observing inside the Studio (including anyone under the age of 18).
 - (3) Private communication between a member and the Company employees.
 - (4) Smoking in studio.
 - (5) Unauthorized recording, filming, and photo taking.
 - (6) Using outside ingredients and kitchen equipment.
 - (7) Anyone attending lesson under Member’s name other than Member himself/herself.
 - (8) Engaging in other prohibited acts described in this Terms & Conditions.

7. (Rules for Pregnant and Nursing Mothers)

- 7.1 Woman who are pregnant or within 1 year after giving birth can extend the expiration date for two more years.
- 7.2 Extension is based on the condition that the request for extension be made before the original expiration date.
- 7.3 Please contact the Studio for applying extension.

8. (Course Cancellation)

- 8.1 In case that one must cancel a course contract out of necessity, please apply for all the required documents at Studio, fill in the necessary information and submit to Studio. When the Company has accepted the cancellation form, it will review the contents of the contract along with the details of your completed lessons, then proceed with a refund. The refund process will take 1 to 1.5 months. Members are advised to pay attention to the bank account records. The Company will not make individual notices to each member.
- 8.2 **Cancellation shall be accepted only before the course expiration date. If your contract has been expired, we cannot refund and accept the cancellation.**
- 8.3 **Cancellation fee will be charged according to the terms of each contract and will be automatically deducted from the refund amount.**
- 8.4 Under any circumstance, no cancellation application or refund of ABC License after assessment will be entertained (the same applies when the assessment result is a fail).
- 8.5 Under any circumstance, no cancellation application or refund of Membership fee will be entertained.

9. (Restrictions regarding use of Original Recipe, Trademarks and Logos)

9.1 The following acts are strictly prohibited under any and all circumstances.

- (1) **Using Original Recipe’s illustrations, designs, trademarks, and logos** ※Also applies to members who have acquired the license to use for personal commercial purposes.
- (2) **Reselling and transferring Original Recipe as well as any copyrighted items (both original and duplicates) that are available at ABC Cooking Studio (including re-sale of items on the Internet, such as Internet auctions).**
- (3) **Publishing and distributing Original Recipe to wide public, such as distribution of the Original Recipe over the Internet.**
- (4) **Personal use of ABC Cooking Studio’s logos, and other ABC Cooking Studio’s original designs (printed materials, homepage materials, etc.)**

10. (Handling of Personal Information)

10.1 Handling members’ personal information by the Company shall be in accordance with the policy titled “Policy Regarding the Handling of Personal Information” set forth separately.

11. (Others)

【Restrictions in Studio】

- 11.1 Members shall take care of their personal belongings including valuables, as the Company is not responsible for any lost or stolen items, accidents or troubles that might have caused.
- 11.2 Lost properties found in the Studio will be kept by the Company for 1 month. Unclaimed items after 1 month will be handled by the Company.**
- 11.3 Any activity (solicitation or sales, etc.) that is not related to the Company is strictly prohibited under all circumstances.
- 11.4 Taking pictures or videos of the finished products is permitted only for the member’s own personal use; other purposes are strictly prohibited. If you want to take a photo with your friend and your friend’s work, please proceed only when you have obtained your friend’s consent. Any act that is in infringement of copyright is strictly prohibited. In addition, filming from outside the window glass without the Company’s permission shall also be prohibited at all times.

【Other Restrictions】

- 11.5 The Company shall not be responsible for any accidents or troubles that may have happened on the way to the Studio. As for any minors in attendance, all responsibility shall be in the hands of their guardians.
- 11.6 If minors commuting to Studio alone via crowded area is considered unsafe (even they might have already been attending secondary school or higher education), parents or guardians should accompany their minors for safety reasons in such case.
- 11.7 If you have any food allergies, it is at your responsibility to check the menu list that is given to you in advance. The Company will not be held responsible for any allergic reactions.
- 11.8 If you have been diagnosed with infectious diseases by a doctor, or be informed of a symptom similar to an infectious disease, you may not attend the lesson regardless of the severity of the illness / symptoms you may have. Please cancel the reservation in advance. If you notice any symptoms of infection during lesson at the Studio, please inform studio staff as soon as possible. You may not continue with the lesson once this has been done so.
※Infectious diseases include measles, chicken pox, mumps, influenza, adenovirus infection, etc.
- 11.9 We cannot attend to every individual requests resulting from personal situations (including requests that are considered to be personal by the Company). Course content, price, lesson schedule, rules, services, etc. that the Company offers are subject to change (this includes studio closures). In case there are any changes, the Company shall assume that you have been notified and are aware of all announcements in advance, shared in the following ways:
 - Company’s website ● Studio’s notice ● Pamphlets
- 11.10 There may be changes in all or certain part(s) of this agreement when necessary. In that case, the modified agreement shall be effective after 1 week from the posting date of such matter on the Company’s website.
- 11.11 Rules and regulations regarding other services that the Company offers (“Trial Lesson” held by ABC Cooking Studio and other events) shall be based on terms and rules that the Company separately determines, and the beneficiaries of such services are asked to follow those terms.

12. (Typhoon and Black Rainstorm Signal)

- 12.1 When typhoon signal no.8 or higher is in place, the provisions of lesson cancellations shall be based on the following:
 - (1) When issued during lesson
All lessons that have begun shall continue. Lessons that have not yet been started shall be cancelled.
 - (2) When typhoon signal no.8 was issued in the morning, and has downgraded to typhoon signal no.3 or below before 12:00 nn
Lessons before 3:00 pm shall be cancelled. Lessons starting from 3:00 pm shall continue.
 - (3) When typhoon signal no.8 was issued in the morning, and has downgraded to typhoon signal no.3 or below between 12:00 nn to 4:00 pm
Lessons before 6:00 pm shall be cancelled. Lessons starting from 6:00 pm shall continue.
 - (4) When typhoon signal no.8 was issued in the morning, and has downgraded to typhoon signal no.3 or below after 4:00 pm
All lessons shall be cancelled.
- 12.2 When a Black Rainstorm Signal or higher is in place, lesson cancellations shall be based on the following:
 - (1) When issued during lesson
All lessons that have begun shall continue.
 - (2) When Black Rainstorm Signal was issued in the morning, and cancelled before 3:00 pm
Lessons before 3:00 pm shall be cancelled. Lessons starting from 3:00 pm shall continue.

- (3) When Black Rainstorm Signal was issued in the morning, and cancelled between 12:00 nn to 4:00 pm
Lessons before 6:00 pm shall be cancelled. Lessons starting from 6:00 pm shall continue.
- (4) When Black Rainstorm Signal was issued in the morning, and cancelled after 4:00 pm
All lessons shall be cancelled.

The Company shall not contact individual members for notices regarding lesson cancellations caused by typhoon and Black Rainstorm Signal. Please check the information from Hong Kong Observatory (www.hko.gov.hk/contente.htm), etc. and make judgments on your own. In addition, in the case of inclement weather condition that is not officially announced by the Hong Kong Observatory, there shall be Cancellation Penalty in accordance with the provisions of Clause 4.6 if anyone proceeds to cancel lesson under this circumstance.

13. (Withdrawal obligation)

- 13.1 Any act that violates or is prohibited in this agreement or those that are deemed to be in accordance with the acts outlined below, shall lead to immediate termination of membership.
 - (1) Violating the intellectual property rights, copyrights, trademark rights of third parties, or any act that could lead to infringement of such rights.
 - (2) Fraud, or any other illegal actions taken for gain or profit.
 - (3) Discrimination or slander of other members, the Company’s employees, and any related parties, or damages made to their credibility or reputation.
 - (4) Bothering other members, the Company’s employees, and related parties (including any acts of harassment), and other criminal acts.
 - (5) Advertisement of adult entertainment and related sales activities.
 - (6) Any form of speech, solicitation, activities (handing out pamphlets) based on a particular religion, creed or political party.
 - (7) Acts that may violate or breach laws and regulations.
 - (8) Acts which significantly deviates from the services offered by ABC Cooking Studio.
 - (9) Acts that may cause discomfort or may pose nuisance to other members.
 - (10) Consumption of excessive alcohol.
 - (11) Any other acts that the Company may judge as inappropriate under socially acceptable norms.

14. (Inquiry)

14.1 For any questions or further clarification regarding this agreement or ABC Cooking Studio, please contact our Studio.

I have checked and agreed with the contents of this Terms & Conditions as outlined above.

Member

U18 Member

Membership Number: 8 0 _____

Membership Number: 8 0 _____

Name:

Name:

Signature:

(In case the applicant is below 18 years old, please have the legal guardian sign his or her name in the space below)

Date:

I have read the terms of this agreement and agreed to allow him/her to become a member of ABC Cooking Studio.

Name of Legal Guardian:

Relationship to applicant:

Signature:

Date:

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 - (2) When typhoon signal no.8 was issued in the morning, and has downgraded to typhoon signal no.3 or below before 12:00 nn
Lessons before 3:00 pm shall be cancelled. Lessons starting from 3:00 pm shall continue.
 - (3) When typhoon signal no.8 was issued in the morning, and has downgraded to typhoon signal no.3 or below between 12:00 nn to 4:00 pm
Lessons before 6:00 pm shall be cancelled. Lessons starting from 6:00 pm shall continue.
 - (4) When typhoon signal no.8 was issued in the morning, and has downgraded to typhoon signal no.3 or below after 4:00 pm
All lessons shall be cancelled.
- 12.2 When a Black Rainstorm Signal or higher is in place, lesson cancellations shall be based on the following:
 - (1) When issued during lesson
All lessons that have begun shall continue.
 - (2) When Black Rainstorm Signal was issued in the morning, and cancelled before 3:00 pm
Lessons before 3:00 pm shall be cancelled. Lessons starting from 3:00 pm shall continue.

- (3) When Black Rainstorm Signal was issued in the morning, and cancelled between 12:00 nn to 4:00 pm
Lessons before 6:00 pm shall be cancelled. Lessons starting from 6:00 pm shall continue.
- (4) When Black Rainstorm Signal was issued in the morning, and cancelled after 4:00 pm
All lessons shall be cancelled.

The Company shall not contact individual members for notices regarding lesson cancellations caused by typhoon and Black Rainstorm Signal. Please check the information from Hong Kong Observatory (www.hko.gov.hk/contente.htm), etc. and make judgments on your own. In addition, in the case of inclement weather condition that is not officially announced by the Hong Kong Observatory, there shall be Cancellation Penalty in accordance with the provisions of Clause 4.6 if anyone proceeds to cancel lesson under this circumstance.

13. (Withdrawal obligation)

- 13.1 Any act that violates or is prohibited in this agreement or those that are deemed to be in accordance with the acts outlined below, shall lead to immediate termination of membership.
 - (1) Violating the intellectual property rights, copyrights, trademark rights of third parties, or any act that could lead to infringement of such rights.
 - (2) Fraud, or any other illegal actions taken for gain or profit.
 - (3) Discrimination or slander of other members, the Company’s employees, and any related parties, or damages made to their credibility or reputation.
 - (4) Bothering other members, the Company’s employees, and related parties (including any acts of harassment), and other criminal acts.
 - (5) Advertisement of adult entertainment and related sales activities.
 - (6) Any form of speech, solicitation, activities (handing out pamphlets) based on a particular religion, creed or political party.
 - (7) Acts that may violate or breach laws and regulations.
 - (8) Acts which significantly deviates from the services offered by ABC Cooking Studio.
 - (9) Acts that may cause discomfort or may pose nuisance to other members.
 - (10) Consumption of excessive alcohol.
 - (11) Any other acts that the Company may judge as inappropriate under socially acceptable norms.

14. (Inquiry)

14.1 For any questions or further clarification regarding this agreement or ABC Cooking Studio, please contact our Studio.

I have checked and agreed with the contents of this Terms & Conditions as outlined above.

(In case the applicant is below 18 years old, please have the legal guardian sign his or her name in the space below)

Member

U18 Member

Membership Number: 8 0 _ _ _ _ _

Membership Number: 8 0 _ _ _ _ _

Name:

Name:

Signature:

(In case the applicant is below 18 years old, please have the legal guardian sign his or her name in the space below)

Date:

I have read the terms of this agreement and agreed to allow him/her to become a member of ABC Cooking Studio.

Name of Legal Guardian:

Relationship to applicant:

Signature:

Date: