

## OUR TERMS AND CONDITIONS

Thank you for signing up to our Mind Clarity retreats – please read the following important terms and conditions.

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

The contract below sets out the legal terms that will govern my relationship with you and apply to the services. The intention of this contract is to bring clarity to our relationship, protect both parties and take care of the business side of things so that we focus on enjoying the retreat.

In this contract

- 'I', 'me' or 'my' means Aude Ayliffe trading as and director of 'Mind Clarity consulting' Ltd.
- 'You' or 'your' means the person booking a place with Mind Clarity consulting on Mind Clarity consulting ('the Retreat').

If you would like to speak to me about any aspect of this contract, please get in contact by:

- e-mail: [info@mind-clarity.com](mailto:info@mind-clarity.com)

### BACKGROUND

I run Coaching and Wellness retreats and I wish to enter this agreement to set out the terms and conditions that will apply in respect of my services and the Retreats.

#### 1. Introduction:

1.1 If you book a place on my Retreat you agree to be legally bound by this contract, including the details of the Retreat which are set out on the webpage for the relevant Retreat at **[www.mind-clarity.com](http://www.mind-clarity.com)**

1.2 You also agree to be legally bound by my website terms of use and privacy policy.

#### 2. Information I give you:

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that I must give you certain key information before a legally binding contract of sale between you and me is made (see the summary box below). I shall give you this information in a clear and understandable way either in this contract or the webpage for the Retreat.

I shall give you information on:

- the main characteristics of the Retreat
- who I am, where I am based and how you can contact me
- the total price of the Retreat
- the arrangements for payment
- how to exercise your right to cancel the contract in the 7 day cooling off period
- my complaint handling policy

#### 3. Reserving your place on the Retreat:

3.1 Below, I set out how a legally binding contract between you and me is made:

3.2 You place an order on the site by clicking on the 'book my space' button and filling in the booking form or you may place an order with me by sending me an email.

3.2.1 When you place your order at the end of the online checkout process by clicking on the payment button, or you send me an email, I shall acknowledge it by an automated

email.

This acknowledgement does not, however, mean that your order has been accepted.

3.2.2 When you decide to reserve your place on the Retreat, this is when you make a contractual offer to me.

3.2.3 I may contact you to say that I cannot offer you a place, for example if I do not think the Retreat is right for you or there has been a mistake in the pricing or description of the Retreat.

3.2.4 I shall only accept your request for a place when I confirm this to you by sending you a confirmation email. At this point:

(a) a legally binding contract will be in place between you and me, and

(b) I shall reserve you a place on the Retreat.

4. The Retreat:

4.1 You have protection under consumer rights legislation, including that I must use reasonable care and skill when providing the Retreat.

4.2 The Retreat will correspond in all material ways with its description on the relevant webpage.

4.3 I shall use third parties in connection with the Retreat. For example the accommodation, meals and some guest talks and activities may be provided by carefully chosen third parties. You acknowledge that I ordinarily contract with these third parties on their normal terms of business which may not be entirely consistent with this agreement. If any delay or failure by a third party properly to provide subcontracted services causes a delay or failure in my performance of this agreement, it is agreed that:

4.3.1 I shall use all reasonable endeavours to apply for your benefit all rights or remedies available from the relevant third party; and

4.3.2 except to the extent the delay or failure is caused by a failure to use my best care and skill in the management or selection of a third party, I shall not be in breach of this agreement and shall have no liability to you arising out of any such delay or failure.

4.4 My ability to provide the Retreats might be affected by events beyond my reasonable control. If so, there might be a delay before I can go back to business as usual. I shall make all reasonable efforts to limit the effect of any of those events, I shall keep you informed of the circumstances and I shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include internet failure or other IT problems, issues at third party venues or if key staff are ill.

5. Your responsibilities:

5.1 You will pay the price for the Retreat in accordance with the Retreat description on the relevant webpage.

5.2 You will provide me with such information and assistance (and ensure that any information is complete and accurate) as I reasonably request to make the Retreat relevant and useful for you.

5.3 Attendance at the Retreat is not therapy or counselling. You acknowledge that deciding how to handle any issues which may arise, the choices you make in relation to them and following through on any agreed action is exclusively your responsibility. For this reason, although I fully expect great things to happen at the Retreat, I cannot guarantee any specific outcomes or that all attendees will achieve the same results.

5.4 If you are currently receiving treatment from a doctor or other healthcare professional, by entering into this agreement you confirm that you have consulted with this person regarding the advisability of attending the Retreat and that this person is aware of and

supports your decision to attend.

#### 6. Fees and payment:

6.1 The price for each Retreat is set out on the webpage for that Retreat.

6.2 Payment is via direct bank transfer or any other method described on the webpage for the Retreat or as agreed between us.

6.3 A non-refundable deposit of £200 is payable when you book the Retreat. The final payment is due 4 weeks before the Retreat.

6.4 If any payments are not paid on the due date, you may lose your place on the trip.

#### 7. Refund and cancellation policy:

7.1 The fees are non-refundable except for:

7.1.1 where I cancel a Retreat, you are entitled to a refund for any payments you have made in advance ; and

7.1.2 if you book your place more than 12 weeks before the start of the Retreat, you have a 7 day 'cooling off' period as described below.

As I am a small business and I have to uphold my commitments to my own suppliers, unfortunately I am not able to make any exceptions to this no-refund policy, not even for personal emergencies.

For this reason I strongly advise you to take out travel insurance to protect yourself against illness, emergencies and changes in your circumstances.

7.2 In the event you are unable to attend the Retreat:

7.2.1 you may transfer your Retreat place to a friend, subject to my prior approval of your replacement; or

7.2.2 you can choose to offer your place as a special bursary to a suitable woman selected by me in need of this Retreat.

7.3 There is no refund for leaving the Retreat early or arriving after the scheduled start time. There is no partial reimbursement if you choose to opt out of any part of the programme.

#### 8. Cooling off period:

8.1 If you book your place more than 12 weeks before the start of the Retreat, you may cancel this contract within 7 days without giving any reason.

8.2 The cancellation period will expire 7 days after the date of the contract.

8.3 If you book the Retreat within 12 weeks of its start date, you will not have a right to cancel.

#### 9. Effects of cancellation in the cooling off period:

9.1 If you cancel this contract in accordance with the cooling off period in clause 8.1, I shall reimburse to you all payments received from you and I shall make the reimbursement promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

#### 10. Intellectual property:

If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless I agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.

#### 11. Photograph release:

I may photograph and video group activities for use in future marketing materials and by entering into this contract with me you hereby give me your consent to use your image for this purpose.

#### 12. How I may use your personal information:

12.1 I shall use the personal information you give to me to:

12.1.1 provide the Retreat and keep you informed about it;

12.1.2 process your payment for the Retreat; and

12.1.3 inform you about any similar products and services that I provide, though you may stop receiving this information at any time by contacting me.

12.2 All information shared by you will be kept strictly confidential, except when releasing such information is required by law.

12.3 I shall not give your personal information to any third party unless you agree to it.

13. Resolving problems:

13.1 In the unlikely event that there is a problem with the Retreat, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.

13.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

14. End of the contract:

14.1 Subject to this contract will terminate at the end of the Retreat.

14.2 Either you or I may terminate the contract immediately if:

14.2.1 the other party commits any material breach of the terms of this contract and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that this contract will be terminated if the breach is not resolved; or

14.2.2 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.

14.3 If this contract is ended it will not affect my right to receive any money which you owe to me under this contract.

15. Limit on my responsibility to you:

15.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury), I am not legally responsible for any:

15.1.1 losses that:

(a) were not foreseeable to you and me when the contract was formed; and

(b) that were not caused by any breach of these terms on my part

15.1.2 business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.

15.2 My total liability to you is limited to the amount of fees paid by you for the Retreat.

16. Disputes:

16.1 I shall try to resolve any disputes with you quickly and efficiently.

16.2 If we cannot resolve a dispute using my internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

16.3 The laws of England and Wales will apply to this contract.

17. Third party rights:

17.1 No one other than a party to this contract has any right to enforce any of its terms.

www.mind-clarity.com Please consult with your doctor before beginning any exercise program.