

PRIVACY NOTICE

We all care about how our own personal information is stored and used and I would like to give you assurances that I take data protection seriously.

The EU's General Data Protection Regulation (GDPR) will apply from 25 May 2018, when it supersedes the UK Data Protection Act 1998. The new law expands the rights of individuals to control how their personal information is collected and processed.

Where I get your data

I only ever collect data that you have freely given to me. This includes:

My website contact form

People who contact me directly about courses and events

People who have attended a course/event and requested to be added to my mailing list.

People who have applied to take a course with me

What I keep and why I need it

I collect and store data for several key reasons:

In order to tell you about my courses, events and news

To communicate with you about courses/events that you are attending

Some of the details (such as where you are based) are kept so that I can customise my messages and send the most appropriate to you.

Visitors to my website

When someone visits this website I use a third party service through my website hosting platform Sitesell, to collect standard internet log information and details of visitor behaviour patterns. I do this to find out things such as the number of visitors to the various parts of the site. This information is only processed in a way which does not identify anyone

Emails

I email or use a third-party provider Mail Chimp to deliver my notices about my Free Retreats and upcoming Programmes. If I am using Mail Chimp, I gather statistics around email opening and clicks using industry standard technologies including clear gifs to help me monitor and improve my communications. For more information, please see MailChimp's privacy notice

Courses/Teachings

If you take a course or join a group with me I may collect additional information from you such as your email, a contact telephone number. I will explain why I am collecting this information and what I am doing with it. This is so I can stay in touch with you and communicate during the period we are working together following the UK Mindfulness Teachers Network Good Practice Guidelines. You can always request to view / delete it if you wish.

Contact

MARY WALKER, 21 CANFIELD PLACE, LONDON NW6 3BT

TERMS & CONDITIONS - BOOKINGS

Definitions

For the purposes of this Agreement, the following capitalised terms shall have the meanings ascribed to such terms, unless the context otherwise requires:

"Customer" means the person, firm or company who books and pays for an Event and is identified as the person responsible for enrolling Participant(s);

"Event" means any single or multi-session event offered on the website, including without limitation 8-week courses, one-day workshops, evening workshops, weekend retreats, introductory events, meal or social events, one-to-one sessions. This also includes hiring of our premises for any such sessions;

"Participant" means a person attending an Event and may include a Customer;

"Participant Agreement" means the agreement signed by each Participant before being allowed entry to an Event;

"Services" means the preparation, arranging and staging of Events (including all associated materials);

"Website": the website at www.mindfulnessandmountains.co.uk and the Company's social networking pages.

Agreement

Making a booking through Mary Walker involves creating a legally binding contract (the "Agreement") between (1) the Customer, and (2) the Participant(s) made under the same booking (referred to throughout the Agreement as "you" or "your"). By making the booking on behalf of one or more Participants you confirm that you are authorised to agree to these terms and conditions on behalf of each Participant.

We provide our events and services to you subject to this Agreement, so as always with a binding contract, you should read through it carefully before making a booking. We may make changes to the terms and conditions of this Agreement, but the latest version will always appear on this page. If you continue to use the Website or services after changes have been made, you will be considered to have accepted the changes to the Agreement between us.

Bookings

Each Event has a specific maximum capacity for the number of people that can attend. For the 8-week course the maximum number of people is 8-10 and for the one-day workshops, introductory workshops and evening workshops the maximum number of people is 20.

The Customer is deemed to accept these terms upon booking upon an Event and is responsible for ensuring the accuracy of all details submitted on the booking form. These terms govern the booking for the Event to the exclusion of any terms and conditions of the Customer. The booking agreement will advise you of these terms and constitutes a legally binding contract.

We will email your booking confirmation, to the email address provided.

Some courses may require the submission of a participant questionnaire after a booking is made. This will allow us to make the teacher aware of any issues that they need to be sensitive to during the course and to schedule a follow up call, if necessary. If for any reason, any information provided suggests that a Participant is not fit to attend the course, we reserve the right to cancel their booking and refund that Participant's booking fees in full to the Customer.

By registering for the course, all Participants assume the responsibility of ensuring they are physically and psychologically fit to participate in this programme and that they have consulted with their doctor or psychologists as necessary. Mary Walker will not be making any judgment as to a Participant's fitness to participate in this programme. However, the Participant should inform the Mary Walker (privately) of any personal concerns that may arise as the course progresses. If for any reason it is found necessary to ask a Participant to leave a session or the course altogether, the Participant agrees to do so immediately.

Some of the activities undertaken in mindfulness courses are movement or floor-based and it is sometimes necessary to move light furniture around (e.g. chairs). It is always the responsibility of each participant to make the decision about whether to take part in a specific activity. If there is any doubt, the decision should always be to exercise caution and we recommend that participants consult a GP or other health professional, if ever unsure whether any activity is safe for them to do.

Participants attending 4-week and 8-week courses shall be required to sign a Participant Agreement before being allowed to attend an event. For the avoidance of doubt, the Participant Agreement shall be incorporated into, and form part of, these Terms and Conditions. Failure by a Participant to sign the Participant Agreement may result in the Participant being refused entry to the Event and no refund will be due as a result. Failure to sign the Participant Agreement does not change that participation in the course is still subject to these Terms and Conditions, which must be adhered to at all times upon booking.

Payment

Unless otherwise stated, all prices shown on the Website are inclusive of VAT and other applicable UK taxes. Orders must be paid for immediately by bank transfer, PayPal, cheque or cash. If we cannot accept your order for any reason, we will process a full refund within seven days.

Cancellations or Changes to Bookings

Cancellation by the Company

In the case that the course is cancelled prior to commencement by the Company, any advance paid fees will be refunded in full. However, we will not be able to compensate you for any other expenses you have incurred in connection with the Event.

Session Rescheduling by the Company

If an Event or one of the sessions making up an Event needs to be cancelled as a result of teacher absence or due to other unforeseeable circumstance, we will make all efforts to make up this class by adding a session at the end of the course at the same time and day, or by adding course time to previously scheduled class sessions. If that is not possible, it may be necessary to reschedule it for an alternative day, time, and/or location. In this case, Participants will be responsible for any special arrangements required to attend the session. In any case, the Company and the course teacher reserve the right to engage a substitute teacher as necessary to ensure the continuity of the Event/course.

Cancellation by the Participant or Customer

If an Agreement is cancelled by a Participant or a Customer we are unable to offer any refunds or course transfers if cancelled less than 14 days prior to the Event or the first session of an Event or after an Event has begun. If a Participant fails to attend the Event, the Customer is not entitled to a refund or transfer.

If an Agreement is cancelled by the Customer or a Participant more than 14 days before an Event or the first session of an Event, we will refund the full fee minus a 10% administration fee and any costs incurred by the Company in providing the Services. Alternatively, the full fee can be applied as a credit towards a future course, which must be booked in advance and is subject to availability.

You must send your cancellation or transfer request to us by email at nutritionway@btconnect.com.

Severability

If any provision of these Terms and Conditions is found by any court of competent jurisdiction to be unlawful, void or for any reason unenforceable then that provision shall be deemed amended to the minimal extent required to make such provision enforceable and the unenforceability of such provision shall not affect the validity and enforceability of the remaining terms.

In circumstances where a provision cannot be amended in order to become valid and enforceable, such provision shall, to that extent only, be severed from the remaining provisions of these Terms and Conditions, which shall continue to be valid to the fullest extent permitted by law.

Attendance and Conduct

Please ensure you arrive on time for your Event. We welcome early arrival, but ask that you arrive no more than 15 minutes early for the sessions.

The Company reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to the Event or to remove any such person after the commencement of the Event.

We also request, and by entering into this Agreement you agree, to ensure that you and all Participants attending an Event under a booking made by you comply with all health and safety, licensing, and other rules and regulations of the venue or applicable to the venue. It is your responsibility to familiarise yourself and all Participants with any rules and regulations that apply.

Confidentiality

We take the confidentiality of those who come to our Events/courses and those who work for us very seriously. Instructors and staff members are under an obligation to keep any Participant information shared prior to and during the events completely confidential (except as otherwise required by law).

From time to time, Participants may share sensitive personal information during a group session. We expect all Participants to respect each other's confidentiality and treat any information shared in the course group as confidential. If it should come to our attention that information gained in this way about another Participant has been shared inappropriately or outside the group, this would be treated extremely seriously and may result in the Participant involved being asked to leave the course.

Materials and Handouts

Unless stated otherwise, the first copy of the Event/course materials are included in the course fees. If for any reason additional copies are requested, these will be made available at an additional cost (e.g. £15 for each additional copy of the 8-week course workbook).

Any recorded or written material included or presented as part of the Event/course is protected by intellectual property laws, including copyright laws and may not be used without obtaining prior written permission from the Company and the respective authors.

Liability

None of our Events are intended to provide a therapeutic environment or be a substitute for counselling, psychotherapy, or ongoing medical advice from a qualified medical practitioner and subject to the below, the Company excludes any liability relating to any statement or representation made in respect of the therapeutic, psychological or medical benefits of our services or Events. Any unresolved issues which may surface and which may warrant medical treatment, counselling or psychotherapy, will be at the Participant's own risk and expense.

Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

use of, or inability to use, the Website; or

use of or reliance on any content displayed on the Website.

If you are a business user, please note that in particular, we will not be liable for:

loss of profits, sales, business, or revenue;

business interruption;

loss of anticipated savings;

loss of business opportunity, goodwill or reputation; or

any indirect or consequential loss or damage.

Our liability if you are a consumer

If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Agreement.

We do not in any way exclude or limit our liability for:

death or personal injury caused by our negligence;

fraud or fraudulent misrepresentation;

Participants attend and participate in Events at their own risk. We accept no responsibility for any of the following:

in respect of any person prevented from entering a venue, or asked to leave due to their conduct; costs or expenses whatsoever or howsoever arising out of or in connection with any Event;

loss or damage to personal property;

personal injury, except as set out above. Liability is specifically excluded in respect of any dietary, health or other special requirement of which we were not informed at the time of booking; and

loss of data, profit, revenue, use, business, anticipated savings, goodwill, reputation or opportunity, financial or economic loss or any indirect or consequential loss or damage.

Our liability if you are a business customer

We only hold the Events for internal use by your business, and you agree not to use the Events or any materials provided at our events for any resale purposes.

Nothing in these Terms and Conditions limits or excludes our liability for:

death or personal injury caused by our negligence; or

fraud or fraudulent misrepresentation;

Notwithstanding the above, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

any loss of profits, sales, business, or revenue;

loss or corruption of data, information or software;
loss of business opportunity;
loss of anticipated savings;
loss of goodwill; or
any indirect or consequential loss.

Notwithstanding the above, our total liability to you in respect of all losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount received by the Company under the Agreement.

Except as expressly stated in these Terms and Conditions, we do not give any representation, warranties or undertakings in relation to the Events. Any representation, condition or warranty which might be implied or incorporated into these Terms and Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Events are suitable for your purposes.

Force Majeure

The Company will not be liable for any failure or delay in the delivery of the Event which is caused by circumstances beyond its reasonable control, including but not limited to strike, lock-out, labour dispute, acts of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, insolvency or bankruptcy of either party or any third party, fire, flood, snow and storm, exceptional weather conditions, difficulty or increased cost in obtaining workers, goods or transport and other circumstances affecting the supply of goods or services.

Complaints

If you have any cause for complaint or any feedback during the Event, we would like to hear from you, so that we can address the issue and improve our standards wherever possible. We will take any complaints seriously and aim to respond promptly, fairly and effectively.

If it is a matter related to the course material or instruction, we suggest you raise the issue with the course instructor in the first instance. If a matter is not resolved to your satisfaction, or if it relates to a matter outside of the course content, please contact the company directors at friend@londonmindful.com, who will review your matter with all parties concerned and seek a satisfactory resolution.

Law and Jurisdiction

Please note that these Terms and Conditions are governed by English law. This means the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.