

## TERMS AND CONDITIONS OF USE

Welcome to our website.

**Re-mind is the trading name for Purple People Enterprises' (herein known at PPE) trading arm in mindfulness.**

PPE is itself the wholly owned subsidiary of the charity Positive East. Both of whom are registered at 159 Mile End Road, London E1 4AQ. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern PPE relationship with you in relation to this website.

If you disagree with any part of these terms and conditions, please do not use our website.

The term PPE refers to the owner of the website whose contact details can be found on our contact page. The term 'you' refers to the user or viewer of our website. The use of this website is subject to the following terms of use:

- the content of the pages of this website are for your general information and use only. It is subject to change without notice
- neither PPE nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law
- your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements
- this website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions
- all trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website
- unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence
- from time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s)
- your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

## PRIVACY POLICY

This privacy policy sets out how PPE uses and protects any information that you give PPE when you use this website. PPE is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

PPE may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

For the purpose of the Data Protection Act 1998, the data controller is Purple People Enterprises of 159 Mile End Road, London E1 4AQ. The information you provide will be held in accordance with the Data Protection Act and may be used by PPE and its agents to supply the services which you have requested.

### What we collect

We collect the following information: name and contact details, courses attended and answers to questionnaires completed.

### What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- internal record keeping
- we may use the information to improve our products and services
- we may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided if you have requested these
- from time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or post. We may use the information to customise the website according to your interests.

## Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for one of our suppliers. Such staff may be engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

## Links to other websites

Our website may contain links to other websites of interest. However, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

## Controlling your personal information

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen. You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to the address shown on our contact page. If you believe that any information we are holding on you is incorrect or incomplete, please write to or [helpme@re-mind.london](mailto:helpme@re-mind.london) as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

## Your rights

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## Access to information

The Data Protection Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

## Contact us

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to us by email at [helpme@re-mind.london](mailto:helpme@re-mind.london) or by writing to us at the address above.

## ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and PPE under which you may access our website. This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use.

## Prohibited uses

You may use our site only for lawful purposes.

You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- for the purpose of harming or attempting to harm minors in any way
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), or for your own commercial or business purposes
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use
- not to access without authority, interfere with, damage or disrupt
  - any part of our site
  - any equipment or network on which our site is stored
  - any software used in the provision of our site
  - any equipment or network or software owned or used by any third party.

## DISCLAIMER AND LIMITATION OF LIABILITY

The information contained in this website is for general information purposes only and are not intended to replace or substitute for the services of trained professionals. You should always promptly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention.

The information is provided by PPE and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

Under no circumstances will PPE, its officers, employees, contractors or content providers be liable for any loss or damage arising from or otherwise in connection with your use of the re-mind.london or any information, services or content on any of PPE websites.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

In this website you are able to link to other websites which are not under the control of PPE. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, PPE takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

You should take appropriate precautions to ensure that any content you download is free of such viruses and other harmful content. We control and operate this site from our offices in the United Kingdom.

We do not represent that the content or other information provided on the site (including any advertising, promotion or any service) are appropriate, relevant or available for use outside the UK.

The laws of England and Wales shall govern your use of the site and you hereby agree to submit to the exclusive jurisdiction of the English courts.

## **Mindfulness Programme**

These terms and conditions (the “**Terms**”) are the terms on which we will provide the Mindfulness Programme (the “**Services**”) to you, (“**you**” / “**your**”) and any other individuals that you book on behalf of (each a “**Participant**”).

Before making a booking, you and all Participants should read these Terms carefully. If you do not (or any Participant does not) agree to these Terms, you should not make a booking (or should not book on behalf of that Participant).

We may make changes to the Terms from time to time, but the latest version will always appear on this page. The version of the Terms that is on this page at the time of you making your booking will apply to your booking.

**Part 1 of the Terms apply to all of our customers, other than where stated. If you are acting in the course of a business or trade, please read Part 2 of the Terms as these terms will apply to you in addition to (and in some case in substitution of) the terms set out in Part 1.**

## **Part 1 – General Terms and Conditions**

## 1. Making a Booking

- 1.1. When you make a booking on [www.re-mind.london](http://www.re-mind.london) (the “**Website**”), you will need to complete an order form (the “**Order Form**”). Your order constitutes an offer to us to provide you with the Services. All orders are subject to availability and acceptance by us. We will send you an email acknowledging receipt of your order. Please note that this does not constitute acceptance by us of your offer.
- 1.2. The agreement for the provision of the Services is formed when we send you an email confirming your order, even if you have already transferred money to us. These Terms together with the Order Form constitute the terms of this agreement.
- 1.3. We will email your booking confirmation to the email address provided during checkout. If you have not received your confirmation within 48 hours of completing the Order Form, please contact us on 0207 791 9356. It is your responsibility to ensure that your email is set up to allow you to receive your confirmation.
- 1.4. When making a booking you are responsible for ensuring the accuracy of all details submitted on the Order Form.

## 2. Courses and Sessions (Events)

- 2.1. When you complete an Order Form, you will need to specify which course of the Mindfulness Programme you wish to book. Each course consists of a different number of training sessions (each an “**Event**”). The nature and length of each Event will depend on which course you book.
- 2.2. Each Event has a specific maximum capacity for the number of people that can attend. For the 8-week 3 sessions workplace stress reduction course the maximum number of people is 20, and for the 10-week long-term-condition course the maximum number of people is also 20.
- 2.3. Please retain proof of your registration, as this and/or identification may be requested upon check-in for each Event.
- 2.4. Courses will require the submission of a participant self assessment questionnaire after a booking is made and before attendance. It will be issued to you along with the booking confirmation email. This will allow us to make the facilitator 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 you are not fit to attend the course, we reserve the right to cancel your booking and refund your booking fee in full to you.
- 2.5. By registering for the course, you assume the responsibility of ensuring that you are physically and psychologically fit to participate in the course and that you have consulted your doctor and psychologist (if any) as necessary. Neither we (nor any of our staff or representatives) will make any judgment as to your fitness to participate in the course. However, you should inform the facilitator or administrators (privately) of any personal concerns that may arise as the course progresses. If for any reason the facilitator or administrators find it necessary to ask you to leave a session or the course altogether, you agree to do so immediately.
- 2.6. Some of the activities undertaken at Events involve movement or can be floor-based and it is sometimes necessary to move light furniture around (e.g. chairs). It is always your responsibility 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 you consult a GP, or other health professional, if ever unsure whether any activity is safe for you to do.

## 3. Payment

- 3.1. Unless otherwise stated, all prices shown on the Website are inclusive of VAT and other applicable UK taxes.
- 3.2. Orders must be paid for immediately by credit or debit card. If we cannot accept your order for any reason, we will process a full refund within seven days.
- 3.3. On receipt of these funds, and subject to availability, we will reserve places on the selected course in accordance with the Timetable.

#### **4. Cancellations or Changes to Bookings**

##### **Cancellation by us**

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

##### **Event Rescheduling by us**

- 4.2. If one of the Events making up a course needs to be cancelled as a result of facilitator's absence or due to other unforeseeable circumstance, we will make all efforts to either hold an Event on another day in the same week as originally scheduled or alternatively extend the duration of other scheduled Event(s) within the course by the length of the cancelled Event.
- 4.3. If this is not possible, we may reschedule the cancelled Event for an alternative day, time, and/or location. In this case, you will be responsible for any special arrangements required for you (and any other Participants) to attend the Event. In any case, we and the course may engage a substitute facilitator as necessary to ensure the continuity of the Event.

##### **Cancellation or Non-attendance by you or a Participant**

- 4.4. If, after making a booking you decide that you would like to cancel, you have 14 days after the day we email you to confirm your order to do so and receive a full refund. After this period ends you will not receive a full refund.
- 4.5. Once we have started to provide the Services you cannot change your mind, even if the 14 day period is still running. If you cancel after we have started to provide the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
- 4.6. If you (or any Participant) fails to attend an Event then you are not entitled to a refund or transfer but will be able to have access to any handouts given to participants of such an Event upon request.
- 4.7. However, if you (or any Participant) is unable to attend an Event due to ill-health, then we will freeze your/their participation in the course for up to 6 months and you/they will be able to continue the course at a later date. At the end of this 6 month period, your/their participation in the course will be cancelled if it has not been re-commenced.
- 4.8. You must send your cancellation or transfer request to us by email at [helpme@re-mind.london](mailto:helpme@re-mind.london).

## **5. Attendance and Conduct**

- 5.1. You must ensure that you and all other Participants arrive on time for each Event.
- 5.2. We may refuse admission to any person who we believe is acting in an unsuitable way for admission to the Event and we may remove any such person after the commencement of the Event.
- 5.3. You must 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.

## **6. Confidentiality**

- 6.1. We take the confidentiality of those who come to our Events/courses and those who work for us very seriously. Facilitators 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).
- 6.2. From time to time, participants may share sensitive personal information during a group session. We expect all you to ensure that you and any other Participants respect 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 you/the Participant involved being asked to leave the course.

## **7. Materials and Handouts and Intellectual Property**

- 7.1. 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.
- 7.2. All intellectual property rights in recorded or written material included or presented as part of the Event/course are owned by us. You may, however, use such materials for your personal use and/or internal training purposes. You may not use the materials in any other way without first obtaining prior written permission from us (and/or our licensors).

## **8. Liability**

- 8.1. None of our courses or 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, we exclude all liability relating to any statement or representation made in respect of the therapeutic, psychological or medical benefits of our Services or the courses or Events. Any unresolved issues which may surface and which may warrant medical treatment, counselling or psychotherapy, will be at your / the Participant's own risk and expense.
- 8.2. We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees or agents.
- 8.3. You have certain rights under the law. These include that we will provide the Services with reasonable skill and care and within the time specified by us or where no time is specified by us within a reasonable time.
- 8.4. You have certain legal remedies if we breach any of these rights. Nothing in these Terms is intended to affect these legal rights or other rights to which you may also be entitled, for example to damages or specific performance. For more information about your legal rights contact your local Citizens Advice Service or Trading Standards Service.
- 8.5. If we breach these Terms we shall only be liable for losses which are a reasonably foreseeable consequence of such a breach, up to a maximum of the sum equivalent to the fees paid by you to us during the 12-month period preceding the date on which the claim arose. Losses are foreseeable where they could be contemplated by you and us at the time of entering into the agreement between us.
- 8.6. Subject to sections 8.2 to 8.4 above, we are not responsible for:
  - losses not caused by our breach;
  - indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and as at the time of entering into the agreement, for example loss of profits or loss of opportunity;
  - failure to provide the Service or to meet any of our obligations under this Agreement where such failure is due to Events Beyond Our Control. "**Events Beyond Our Control**" means any cause beyond our reasonable control which prevents us from providing the Service or fulfilling any of our other obligations under this Agreement and includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

## 9. Complaints

- 9.1. If you have any cause for complaint or any feedback about a course or 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.
- 9.2. If it is a matter related to the course material or instruction, we suggest you raise the issue with the course facilitator 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 at helpme@re-mind.london, who will review your matter with all parties concerned and seek a satisfactory resolution.

## 10. Law and Jurisdiction

- 10.1. Please note that these Terms are governed by English law. This means the contract 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 that the courts of England and Wales will have exclusive jurisdiction.

## 11. General

- 11.1. Any notice required by this Agreement shall be in writing to the last known address of the other party.



- 11.2. These Terms, together with the Order Form, constitute the entire agreement and understanding between us in respect of the provision of the Services.
- 11.3. If you breach these Terms and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.
- 11.4. If any provision of these Terms is found to be invalid or unenforceable by any court or regulator, the other provisions will continue to apply.
- 11.5. These Terms are not intended to give rights to anyone except you and us. No person who is not a party to the contract between us and you will have any rights under the contract pursuant to the Contracts (Rights of Third parties) Act 1999.

## **Part 2 – Business / Trade Terms and Conditions**

If you are acting the course of a business or trade, the terms set out in this Part 2 will apply in addition to or (where mentioned otherwise) in replacement of, those terms set out in Part 1.

### **Interest**

- 11.6. If you fail to pay any sums due then you will be liable to pay interest on any outstanding amount at an annual rate of six per cent (6%) above the base lending rate of the Bank of England.

### **12. Logo (promotion)**

- 12.1. Upon request, you will provide us with a copy of your logo to be included on our website and on agreed advertising literature.

### **13. Cancellation**

- 13.1. These terms replace sections 4.4 and 4.5.
- 13.2. Once you have booked a course, we are unable to offer any refunds (or transfers of Participants to other courses) for cancellations other than where a cancellation is made more than 14 days prior to the first Event of the course.
- 13.3. If you cancel a course more than 14 days in advance, we will refund the full fee minus a £20 administration fee and any costs incurred by us in providing the Services up to that date. Alternatively, you can choose to forgo your refund and apply the full fee as a credit towards a future course, which must be booked in advance and is subject to availability.

### **14. Liability**

- 14.1. This term replaces section 8 in Part 1 above.
- 14.2. None of our courses or 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, we exclude all liability relating to any statement or representation made in respect of the therapeutic, psychological or medical benefits of our Services or the courses or Events. Any unresolved issues which may surface and which may warrant medical treatment, counselling or psychotherapy, will be at your / the Participant's own risk and expense.
- 14.3. We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees or agents.
- 14.4. 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.
- 14.5. We will not be liable to you or any Participant 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;

- use of or reliance on any content displayed on the Website;
  - loss of profits, sales, business or revenue;
  - business interruption
  - loss of anticipated savings
  - loss of business opportunity, goodwill or reputation;
  - any indirect or consequential loss or damage; or
  - failure to provide the Service or to meet any of our obligations under this agreement where such failure is due to Events Beyond Our Control. “**Events Beyond Our Control**” means any cause beyond our reasonable control which prevents us from providing the Service or fulfilling any of our other obligations under this agreement and includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.
- 14.6. Our maximum aggregate liability to you (and all Participants), whether such liability arises in contract, tort (including without limitation negligence) or otherwise, shall be limited to a sum equivalent to the total fees paid by you during the 12-month period preceding the date on which the claim arose.
- 14.7. You hereby indemnify us in full, and hold as harmless, from and against all and any losses, claims, proceedings, damages, expenses and costs incurred us (and any of our personnel, employees or contractors) arising out of or incurred in connection with any misuse of the course by you or any Participant.

**Purple People Enterprises Limited – these Terms were last updated on 2 August 2017**