



SOMEWHERE

Terms & Conditions

Thank you for signing up for the SOMEWHERE Two Day Nature-Inspired Wellbeing Retreat
- please read the following important terms and conditions.

This Agreement sets out:

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

The Agreement below sets out the legal terms that will govern my relationship with you and apply to the activities and services delivered at the Retreat. The intention of this contract is to bring clarity to our relationship, protect both parties, and take care of the practical/business elements to ensure we can focus on the Retreat.

In this contract

'I', 'me' or 'my' means Jennie-Kate McQuinn + Where the Mind Grows (Trading name of JKChangeWork)

'Collaborators' associates I will use to deliver elements of the retreat, including 'venue'

'You' or 'your' means the person booking a place on a SOMEWHERE Two Day Regenerative Retreat ('the Retreat').

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

- e-mail: events@wherethemindgrows.co.uk

BACKGROUND

I run a range of well-being & personal development coaching, facilitation, and events, and we 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 the Retreat, you agree to be legally bound by this Agreement, including the details of the Retreat, which are set out on the webpage for the relevant Retreat at www.wherethemindgrows.co.uk

1.2 You also agree to the website's terms of use and privacy policy.

2 Information I give you

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

I shall give you information on:

- the main nature, activity, and expectation 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 claim the cooling off period
- my complaint handling policy



3 Reserving your place on the Retreat

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

3.2 You place an order on the site by clicking on the 'book now' button and filling in the booking form. Following the booking guidance and selection options to complete a Group, Solo, or Deposit booking.

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

3.2.3 On making payment and/or deposit, we will review your booking & sign you up to receive a further confirmation email and registration form.

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 On receipt of your initial registration form and confirmation email, at this point, you enter:

(a) A legally binding contract that 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 may use collaborators 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 Retreat 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 that 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 the programme and experienced facilitators are expected to deliver a programme to enhance your health and well-being, I cannot guarantee any specific outcomes or that all attendees will achieve the same results.



5. Your Responsibilities - Continued...

- 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.
- 5.5 Whilst we have aimed to ensure that the programme remains accessible to all, some of our activities will require a level of fitness and physical capability. It is entirely your responsibility to engage in activities at a level matched to your physical capability. I am not able to accept any responsibility for any damage or loss you may suffer as a result of taking part in activities outside of your physical fitness & capabilities.
- 5.6 As part of your welcome pack (received a minimum of 4 weeks before the event where possible), you will be provided with a list of recommended equipment and supplies. We believe this equipment should be accessible to most and cannot provide and be charged for additional equipment.
- 5.7 You will answer any of our onboarding or pre-attendance forms openly and honestly ensuring confidential disclosure of any information pertinent to accurately assessing risk and ensuring provisions that match your needs - where reasonably possible. I take measures to ensure the event can run safely and inclusively.

6. Investment, Fees and payment

- 6.1 The price for the Retreat is set out on the webpage and booking page for the event/experience.
- 6.2 Payment is via direct bank transfer or any other method described on the webpage for the Retreat or as agreed between us. (If paying through a business we can raise an invoice).
- 6.3 A non-refundable deposit of £100 is payable when you book the Retreat. The final payment is due six (6) weeks before the Retreat.
- 6.4 If any payments are not paid on the due date, you may lose your place on the event and will lose your deposit.
- 6.5 ALL payments full and deposit schemes, must be completed a minimum of six weeks in advance of the retreat start date.

7 Refund and cancellation policy

- 7.1 The fees are non-refundable except for:
- 7.1.1 Where I were to cancel the 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 14 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 paid forward to someone else prior to approval - please contact events@wherethemindgrows.co.uk to discuss your options.
- 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 14 days without giving any reason.
- 8.2 The cancellation period will expire 14 days after the date of the contract. After 14 days from your purchase and/or where the event is less than 14 weeks. Your cooling off terms cease and there will be no refund.
- 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 agreement in accordance with the cooling off period in clause 8.1, I shall reimburse to you all payments received from you (with the exception of the non-refundable deposit), 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

10.1 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

11.1 I may photograph and video group activities for use in future marketing materials, and by entering into this contract with me you hereby give to me your consent to use your image for this purpose. I will never use your full name or tag you in social media without written consent. If you truly wish not to have your picture taken, please provide me with written notice of this at least 14 days before the event.

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 Experience 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.

12.1.4 Inform any collaborators of key information that will ensure the safe, comfortable and inclusive delivery of the retreat experience.

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

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

12.4 Collaborators will sign our own privacy and data agreement ensuring they are compliant with the terms above, and do not use your data for marketing or third party purpose without consent and/or where required by law.

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 Amendments

Whilst all efforts will be made to provide a clear and structured itinerary of events throughout the Retreat experience. I reserve the rights to make amendments to the timings.

14.1 In the event a collaborator/supplier is unable to deliver their service, we will aim to provide a suitable alternative or replace with a service or activity equal to the learning & cost value of the collaborator cancellation.



14.2 In the event that we have to change the running order of events we will do our best to communicate and inform you of this at the nearest possible time.

14.3 We reserve the right to make additions and amendments to the programme to enhance your experience.

15 End of the agreement

15.1 Subject to 15.2 this agreement will end at the close of the retreat.

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

15.2.1 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

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

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

16 Limit on my responsibility to you

16.1 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:

16.1.1 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

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

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

17 Disputes

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

17.2 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.

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

18 Third party rights

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

19 Additions

19.1 - Alcohol Policy - Alcohol is not permitted before or during our retreat activities. We ask that should you choose to have a drink in the evening, you do so away from communal areas in the privacy of your cabin and respect others' choices. Drinking to excess is not permitted at this health and well-being retreat.

19.2

19.3 Sale of Products - You are not permitted to bring or sell products during this event unless otherwise agreed in writing, with Where the Mind Grows.

19.4 - Dogs and other pets. Please do not bring animals to the retreat, unless these are assistance animals. Please let us know on booking.

19.5 Abuse or discrimination - anyone witnessed to be acting out of accordance with respect and care for others or the venue. Or expressing abuse or violence will be asked to leave.



CONTACT INFORMATION

www.wherethemindgrows.co.uk

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