

Terms and Conditions

1. Contact Information

1.1 Organiser: Karen Packwood

1.1 Email: karenpackwood@gmail.com

2. Cancellation and Refunds Policy

- 2.1 Full refunds, minus a £50 cancellation fee, are available for cancellations made up to three weeks prior to the retreat.
- 2.2 You must inform the organiser of your wish to cancel in writing by emailing: karenpackwood@gmail.com no later than three weeks prior to the Retreat date.
- 2.3 No refunds will be issued from 21 calendar days before the Retreat date.
- 2.4 If the organiser has to cancel the retreat, a full refund will be issued.

3. Code of Conduct

3.1 Participants must behave respectfully towards facilitators and other attendees. Disruptive, discriminatory, or inappropriate behaviour will not be tolerated and may result in removal from the retreat without refund.

4. Data Protection and Intellectual Property

4.1 You acknowledge that your personal data will be processed by and on behalf of me as part of the me providing you with the services for the one day Writing for Wellness retreat. I will use and process your personal data in accordance with my Privacy Notice that you can view at <https://retreat.karenpackwood.com/>.

5. Intellectual Property

5.2 I am the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that I use within the one day Writing for Wellness retreat and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other person.

5.3 You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that I use in the retreat.

5.4 I grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content or material used in the retreat for the purposes for which the material was provided only.

5.5 You may not without my prior written consent make any audio or visual recordings of all or any part of the retreat.

6. Force Majeure

6.1 I shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond my reasonable control.

7. Entire Agreement and Previous Contracts

7.1 This agreement supersedes all previous agreements. You acknowledge that you have not relied on any statements not included in this agreement.

8. General Warranties

8.1 By registering, you warrant that:

- You are legally capable of entering contracts.
- You are at least 18 years old and mentally and emotionally medically fit to attend.
- You reside in England and Wales.
- All information provided is accurate.

9. Limitation of Liability

9.1 Other than (i) liability for death or personal injury to any person caused by our negligence, (ii) liability for any fraud or fraudulent misrepresentation made by us or (iii) liability for any other matter which I may not legally exclude or limit, I exclude all liability for any loss or damage suffered by you resulting from the Contract (including all consequential loss or damage howsoever caused and whether or not this was in your or my reasonable contemplation and including any loss or damage suffered by you as a result of advice or opinions given by me or by any of my employees, agents, consultants or subcontractors).

9.2 In the event that I am found liable to you for any loss or damage, this liability shall be limited to the amount of any fees you paid to me in accordance with these Terms in the 12 months preceding the date on which any claim is made.

9.3 If I am prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, I shall not be liable for any costs, charges or losses incurred by you that arise from such prevention or delay.

9.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

9.4 This clause 9 shall survive termination of the Contract.

10. NOTICES

10.1 All notices sent by you to me must be sent to: karenpackwood@gmail.com I may give notice to you at either the e-mail or postal address you provided to me. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

11. Variation

11.1 No changes to this agreement are valid unless made in writing and signed by both parties.

12. Counterparts

12.1 This agreement may be signed in counterparts, all of which form the same document.

13. Third Party Rights

13.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

13.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

14. Governing Law and Jurisdiction

14.1 This 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) shall be governed by and construed in accordance with English law.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

15. Interpretation

15.1 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

15.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

15.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.