Workshop or retreat terms and conditions

 **TERMS AND CONDITIONS**

**The following terms and conditions apply to all companies and or persons or other entities (“you”) that are attending any workshop (“Workshop”) or retreat (“retreat”) organised by Women With Sparkle (“we” or “us”) and “The Natural Chef”. Please ensure you have read and understand the following:**

**1.     Acceptance of terms and conditions**

By completing the registration form or buying a particular workshop or retreat, you are agreeing to the terms and conditions set out below (“**Terms”**) and they will be incorporated into the contract between us (**“Contract”**). You will ensure that your employees, partners, agents, contractors, subcontractors and any other person attending the Workshop on your behalf shall comply with these Terms. The Contract is formed when we send you a payment confirmation.

**2.     Payment**

The fee for attending the Workshop **(“Registration Fee”)** will be as stated on the payment form for the relevant Workshop or retreat. Prices are exclusive of VAT except where expressly stated otherwise. All payments for the Workshop or retreat must be made in full at the time of completing the payment process and in any event prior to the date of the Workshop or retreat. If payment is not received within 7 days of your registration, your registration will be cancelled and the payment of any refund will be at our complete discretion. Payment will be made via our merchant account provider (and you consent to us passing your necessary details to the merchant account provider and to them processing necessary information about you) or directly to our bank account, as notified to you. We reserve the right to run price promotions as we think fit.

**3.     Refunds**

All Workshop or retreat places once bought shall be non-refundable except as set out in paragraphs 4 and 5 below. However, if you are unable to attend the Workshop for any reason you may email us at sally@womenwithsparkle.com to provide us with the name of a substitute to attend the Workshop on your behalf and on receipt of this email we shall make such substitution and allow the substitute access to the Workshop. We may at our discretion charge an administration fee of up to £50 for making such substitution.The subsitition needs to have the same dietary requirements as you.

**4.     Cancellation**

There may be circumstances in which we need to cancel the Workshop or retreat. In such circumstances, we will provide you with a full refund of the amount that you have paid to us and we will make every effort to provide you with such refund within 60 days of the date of cancellation.

**5.     Postponement or change to venue, speakers, food or workshop leader**

There may be circumstances in which we need to postpone the Workshop or retreat or change the venue at which the Workshop or retreat is to be held and if we do, we shall advise you of this as soon as we possibly can. If the postponement is for more than 6 months after the publicised date of the Workshop or the replacement venue is more than 50 miles away from the publicised venue, you may cancel your ticket by emailing us at sally@womenwithsparkle.com and we shall provide you with a full refund. We reserve the right to change the workshop or retreat speakers, menu, advertised sessions, leaders or talk content.

**6.     Liability and Disclaimer – important, you must read this**

Our sole liability in relation to any cancellation, postponement or change of venue shall be limited to the price paid by you for such Workshop or retreat and we shall not be liable under any circumstances for any consequential losses.

In providing this workshop or retreat, no person is acting as your healthcare provider and we are not providing you with mental or physical health teaching. We are providing you with information only. You should seek professional help from your GP or trained healthcare provider before you undertake any dietary or lifestyle changes that could impact you in any way. You are responsible for any allergies or dietary issues that you may have. It is up to you to bring any allergies or dietary issues you have to the attention of the Workshop or retreat leaders both BEFORE the workshop or retreat and on the day of the workshop or retreat.

**7.     Your obligations**

If you act in any way which in our opinion is likely to cause any harm or nuisance to any person at the Workshop or retreat, you will be required to leave the Workshop or retreat and we shall not be liable to refund your payment.

You must comply at all times with the health and safety policy of the venue. You must comply with all requests from us or the venue with regard to health and safety and failure to do so will result in you being asked to leave the workshop (in which case no refund will be provided). You may not bring any equipment or items of a hazardous or dangerous nature to the Workshop or retreat, including food items which other attendees might be allergic to.

You shall not cause any damage to any part of the venue (including outside areas, and all inside walls, flooring, fixtures and fittings). You are solely liable for any damage caused by you, your employees, contractors, sub-contractors and agents to any such area of the venue and shall fully reimburse us in relation to any damage so caused.

You must keep your personal belongings with you at all times and we accept no liability for any damage to, loss of or theft of any of your belongings or other items brought to the Workshop or retreat by you.

If you have symptoms of an illness, feel unwell or have been diagnosed with any illness that could be contagious then you must not attend the retreat or workshop and can be asked to leave the retreat or workshop. You will not be refunded. If you are unwell you can gift your place to a friend or family member.

**8.     Promotional materials and materials at the Workshop**

You agree that we may include your details in any promotional materials relating to the Workshop or retreat and/or any materials used at the Workshop or retreat. We are not liable for errors or omissions contained in such information.

Unless otherwise stated, the copyright for any such promotional materials and any materials used at the Workshop or retreat (including course notes, slides, brochures, articles and case studies) belongs to us and may not be reproduced in any medium without our prior written consent.

You may use such materials for your own business purposes only and may not reproduce, publish or deal with such materials in any way for any commercial use.

We reserve the right to change the published programme (including the publicised speakers or content) or materials as we think fit.

**9.     Photography and filming**

We may wish to photograph or film the Workshop or retreat and reserve the right to do so for the purposes of promoting future workshops or retreats or otherwise. You consent to us (or any other person attending the Workshop or retreat) photographing or filming you and any persons attending the Workshop with you. You may not photograph or video the Workshop or retreat without our prior consent.

**10.** **Data protection**

We will communicate with you using the contact details provided to us during your payment processing/on the Registration Form for the purposes of the Workshop or retreat. You agree that we may send your personal data outside of the European Economic Area (for example to the providers of our CRM system). We shall be entitled to pass on all of your contact details to the workshop or retreat contractors.

**11.   Tickets**

We shall not send you tickets for the workshop or retreat. We will have your name on the attendee list and if you have paid the Registration Fee you shall be provided with access to the Workshop or retreat.

**12.   Travel, accommodation and refreshments**

You shall be responsible for making and paying for your own travel and accommodation arrangements to and from the Workshop or retreat. If you are late at the workshop or retreat or prevented from attending the Workshop or retreat due to travel delays or any other circumstances, we shall not be obliged to provide you with a refund or to wait to start the Workshop or retreat until you arrive. Lunch and light refreshments shall be provided.

**13.   Disability, medical conditions and dietary requirements**

If you have any disability, medical condition, allergies or intolerances that requires us to make special arrangements for you or any special dietary requirements, please email us at sally@womenwithsparkle.com at least 2 weeks prior to the date of the Workshop or retreat. Receiving an email back from us to confirm we have received this information from you is our only confirmation that we have received this information. If you do not receive an email confirming this then we have not received and noted this information and it is for you to make sure that we have received this information (and it has been confirmed by an email to you). We hold no liability for conditions or requirements that we have not been made aware of at least 2 weeks before the workshop or retreat.

**14.   Limitations of Liability**

Whilst every reasonable precaution is taken by us to ensure security and safety at the workshop or retreat, we shall not in any way be liable for any loss or damage suffered by you whatsoever in relation to the Workshop or retreat, save that nothing in these Terms shall be deemed to limit the liability of any person for death or personal injury caused by negligence.

Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, any fraudulent misrepresentation, or any other liability for which it is unlawful to exclude or limit liability.

Our total liability for any matter arising out of the Contract shall in all circumstances be limited to the price paid by you for the Workshop and we shall not in any circumstances be liable to you for any consequential loss whatsoever.

**15.   Governing law**

These Terms shall be governed by English Law and your hereby submit to the exclusive jurisdiction of the English Courts.