

## TERMS AND CONDITIONS

**Effective Date: 1<sup>st</sup> August 2017**

### **1. Introduction**

- 1.1 This website is owned and operated by MLJ Support Services Limited trading as “Mindful Life Journeys” and “Magical Light Journeys”. Our company information is at the end of this document.
- 1.2 Please read these terms and conditions carefully. They replace any previous versions. By registering on or using our Service (as defined below) you agree to be bound by these terms and conditions. Please print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future. These terms and conditions are available in the English language only.
- 1.3 These terms and conditions apply to all Users. The Addendum (at the end of these terms and conditions) contains additional terms which apply only to Facilitators (as defined below). In the event of any conflict, the Addendum takes priority.

### **2. Definitions**

- 2.1 Capitalised terms have the following meanings in these terms and conditions:
  - a) “Authorised User” – a User authorised by Facilitator to use or facilitate the Service.
  - b) “Consumer” - an individual acting for purposes which are wholly or mainly outside that person’s trade, business, craft or profession.
  - c) “Content” - all information of whatever kind (including posts, comments, blogs, chat, images, photos, audio, video, advertisements, messages, published, stored or sent on or in connection with our Service.
  - d) “End User”- a User for whom a Facilitator facilitates the Service, e.g. pupils, care home residents and employees.
  - e) “Facilitator” – Users such as care homes, schools and businesses who use our Service for the purpose of facilitating the supply of our Service to others.
  - f) “Service” – our website, the services we offer by means of our website and any related software and services.
  - g) “User” - persons or organisations using our Service (whether or not registered with us).

### **3. Medical and other disclaimers – IMPORTANT**

- 3.1 While we believe that meditation can be beneficial in many ways, our Service is not intended, designed, or implied to diagnose, prevent, or treat any condition or disease, to ascertain the state of your health, or to be used as a substitute for medical advice and we make no promise that the Service provides therapeutic benefit or that any particular “wellness” objective will be achieved. There have been rare reports of certain psychiatric problems being worsened by intensive meditation. Please ensure you consult your doctor before starting any meditation practice, particularly if you have an existing mental health or other medical condition.
- 3.2 Users with epilepsy should be aware some videos and presentations contain animation.

3.3 You should not use the Service if not being aware of your environment could put you or any other member of the public at risk, for example whilst driving.

3.4 Any guidance or similar information which we ourselves make available on our Service is intended as very general guidance information but we cannot guarantee that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. You rely on such information at your own risk.

#### **4. Changes to the terms and conditions**

4.1 We may change these terms and conditions by posting the revised version on our website at least 14 days before they become effective. Please check our website from time to time. You will be bound by the revised agreement if you continue to use our Service following the effective date shown.

4.2 If you are a Consumer with a subscription to our Service and you don't agree to the changes (provided that they are neither minor nor required by applicable law or regulations), you can end your subscription by giving us notice by email to [hello@mindfullifejourneys.com](mailto:hello@mindfullifejourneys.com) before the effective date of the revised terms and conditions. If so, we will refund any advance payments referable to the period after your termination.

#### **5. Your order**

5.1 Your order is an offer to contract with us.

5.2 You place your order by using the ordering process on our site. This involves transmitting the order to us by clicking on the relevant button. This process permits you to check and amend any errors before making an order by using the change function and/or the internet browser back button.

5.3 We will send you a confirmation email after your order. This is our acceptance of your offer and the point at which a legally binding contract is formed.

#### **6. Right to cancel ("cooling off")**

6.1 If you are a Consumer located within the European Economic Area, you have the right to cancel this contract subject to the provisions set out below.

6.2 You lose the right to cancel contracts for the supply of services which have been fully performed, i.e. completed.

6.3 You lose the right to cancel contracts for digital downloads where the supply began before the end of cancellation period with your express consent and you acknowledged that your right to cancel would be lost in such case.

6.4 If you do have the right to cancel, the following apply:

##### *Right to cancel*

6.5 You have the right to cancel this contract within 14 days without giving any reason.

- 6.6 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 6.7 To exercise the right to cancel, you must inform us MLJ Support Services Ltd, 188 Main Street, Greenham Business Park, Thatcham, RG19 6HW, hello@mindfullifejourneys.com of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail). You may use the model cancellation form at the end of this document but it is not obligatory.
- 6.8 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### *Effects of cancellation*

- 6.9 If you cancel this contract, we will reimburse to you all payments received from you.
- 6.10 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.11 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 6.12 If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract in comparison with the full coverage of the contract.

### **7. Right to cancel (trial period)**

- 7.1 The following right to cancel is separate from Consumer cooling off rights mentioned above.
- 7.2 If we say so on our Service when you subscribe, and provided that you have complied with this agreement, you have the right to cancel this contract within 10 days of making your first subscription payment by email to hello@mindfullifejourneys.com. In such case we will reimburse your payment within 14 days via same method you used for payment.

### **8. Use of our Service**

- 8.1 We grant Users a limited personal non-transferable right to use our Service subject to these terms and conditions.
- 8.2 Except as specifically allowed below, you must not use or register on, our Service if:
- a) you are below 18 years of age; or
  - b) display of or access to any aspect of this Service is illegal under the laws (if applicable) of the country from which you are accessing the Service (e.g. because the country does not permit such a Service or display of or access to such material at all or because you are under the relevant age limit in that country).
- 8.3 If you are a parent or guardian, you may facilitate your children aged 5 or over to use (only) those parts of our Service which are specifically geared towards children

on the basis that you are solely responsible for assessing whether the relevant Content is appropriate for the child and that you carefully supervise the child's use of the Service.

- 8.4 Our Service is designed for, and may only be used by, *bona fide* meditation-related purposes.
- 8.5 Where you communicate with us on behalf of a company / organisation, you promise that you have authority to act on behalf of that entity.
- 8.6 You may only use any trial period for the purpose of a genuine assessment of the Service. You must not attempt to use the Service for more than one trial period.
- 8.7 You agree that you will not in connection with the Service:
- a) breach any applicable law, regulation or code of conduct;
  - b) publish or send any Content (including links or references to other content), or otherwise behave in a manner, which:
    - i) is defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic, sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;
    - ii) infringes any intellectual property or other rights of others;
    - iii) involves phishing or scamming or similar; or
    - iv) we otherwise reasonably consider to be inappropriate;
  - c) reveal any information that enables you to be contacted other than through the Service;
  - d) publish or send any Content which involves revealing any personal data of another person (i.e. information enabling someone to be identified or contacted) unless that person is 18 years or over and you have obtained that person's explicit written consent or you are the parent/guardian of such person;
  - e) impersonate any person or entity for the purpose of misleading others;
  - f) publish or send any Content which links to any third party websites which are unlawful or contain inappropriate Content;
  - g) sell access to the Service;
  - h) use the Service to provide a similar service to third parties or otherwise with a view to competing with us;
  - i) sell advertising, sponsorship or promotions on or in connection with Content except where explicitly authorized by us;
  - j) use the Service for junk mail, spam, pyramid or similar or fraudulent schemes;
  - k) do anything which may have the effect of disrupting the Service including worms, viruses, software bombs or mass mailings;
  - l) do anything which may negatively affect other Users' enjoyment of the Service;
  - m) gain unauthorised access to any part of the Service or equipment used to provide the Service;
  - n) use any automated means to interact with our systems excluding public search engines; or
  - o) attempt, encourage or assist any of the above.

- 8.8 You must comply with any guidelines or requirements on our website.
- 8.9 You must promptly comply with any reasonable request or instruction by us in connection with the Service.
- 8.10 We are entitled to impose and/or change limitations on usage of our Service, for example in relation to bandwidth.
- 8.11 You must ensure that any contact or other information which you supply to us is accurate and not misleading and you will update it so that it remains so.
- 8.12 We do not supply support except to the extent specifically stated on our site, as may be varied from time to time.

## **9. Your Content**

- 9.1 You are responsible for your Content such as blog comments.
- 9.2 You promise to us that you have (and will retain) all rights and permissions needed to enable use of your Content as contemplated by the Service and these terms and conditions.
- 9.3 We reserve the right without notice or refund to suspend, alter, remove or delete Content or to disclose to the relevant authorities or to a complainant any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal act has been committed, or if we are required to do so by law or appropriate authority. If so, you must not attempt to re-publish or re-send the relevant Content.
- 9.4 We do not accept responsibility if your Content is misused by other Users as this is outside our reasonable control.
- 9.5 If you use any features on our site which enable you to share your Content with third party sites, we are not responsible for use of your Content on those third party sites.
- 9.6 It is your responsibility to make your own backup of any Content stored within the Service to protect you in case of loss or damage to such material. We are not responsible for such loss or damage.
- 9.7 We reserve the right to place advertisements adjacent to or within your Content. We retain all revenue from such advertisements.
- 9.8 We may irretrievably delete your Content without telling you after this agreement ends or if your account has been inactive for six months.

## **10. Content of other Users**

- 10.1 You accept that we have no obligation to vet or monitor Users or their Content. We accept no legal responsibility for the accuracy of, or otherwise in relation to, any such Content or in connection with any dealings between Users. It is your

responsibility to carry out careful and detailed investigations before interacting with other Users.

- 10.2 You acknowledge that in using the Service you may be exposed to offensive or other inappropriate Content or behaviour. If so, please contact us using the email address shown below. If appropriate, you should seek relevant external help, for example from law enforcement authorities and/or stop using the Service.
- 10.3 If you have any complaint about Content or behaviour which you think is defamatory or otherwise infringes your rights, please email us at [hello@mindfullifejourneys.com](mailto:hello@mindfullifejourneys.com).
- 10.4 In your own interests, you should not attempt to contact any other User other than through the Service.

## **11. Third party services / advertising / websites**

- 11.1 We may display third party-provided services or display third party advertising within our Service and/or link to third party websites which may be of interest to you. We do not recommend or endorse, nor are we legally responsible for, those sites or services. You use them at your own risk.

## **12. Your account**

- 12.1 Your account on our Service is for your personal use only and is non-transferable. You must not authorise or permit any other person to use your account except to the extent allowed in this agreement. You must take reasonable care to protect and keep confidential your password and other account or identity information. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault).

## **13. Payment**

- 13.1 While certain features and parts of our Service are available to Users free of charge, full use of our Service is available only to Users who subscribe. Subscriptions can be acquired at the prices, for the periods and by the payment methods specified on our Service. Payment is in advance. Monthly subscriptions run for 30 calendar days.
- 13.2 The prices shown on our website include VAT unless we say otherwise.
- 13.3 You are legally committed to pay your subscription payment once we confirm your order.
- 13.4 If you are a Facilitator, each subscription covers use and facilitation of the Service by all Authorised Users who are permanently based in a particular geographic location, for example all care staff at a particular care home or all teachers in a particular school. Additional subscriptions would be necessary if you want to extend use of the Service to other care homes or schools within your group.

- 13.5 Where specified on the payment page of our Service when you subscribed, your subscription will continue to be auto-renewed for the same subscription period which you signed up to unless you cancel before the renewal date by following the instructions on our Service. You authorise us and our payment provider to charge your payment card for the relevant amounts when payments are due in accordance with this agreement.
- 13.6 We may at any time change our subscription prices. The new rate takes effect if you apply for a new subscription after we post the new prices on our Service. For existing subscribers, we will give you notice by email at least one month before any price change takes effect. If you do not accept the new fee, you should end your subscription as explained below. Otherwise the next renewal of your subscription after the one month's notice will be at the new price.
- 13.7 You must contact us by e-mail to [hello@mindfullifejourneys.com](mailto:hello@mindfullifejourneys.com) if you dispute any payment.

#### **14. Discount codes**

- 14.1 We may offer discount codes from time to time. Such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered and are not transferrable or redeemable for cash. Unless otherwise stated: codes (1) are only available for future new orders placed online; (2) cannot be used retrospectively; (3) can only be redeemed once per customer; and (4) expire after 12 months. You cannot use more than one discount code per transaction unless we state otherwise; if we do so, the order in which the codes are to be applied is in our sole discretion.
- 14.2 We reserve the right to reject any discount code if we consider that it is being used in breach of these terms. Discount codes are subject to any additional specific terms and conditions which are specified at the point of issue. We reserve the right to discontinue or otherwise modify any discount codes at any time without prior notice.

#### **15. Donations to the Mindfulness Fund**

- 15.1 If you make donations to the Mindfulness fund, we will use your donation at our discretion but within the stated Mindfulness Fund objectives which are specified on our website at <https://mindfullifejourneys.com/mindfulness-fund/>
- 15.2 The Mindfulness Fund does not have charity status and therefore your donation will not apply for Gift Aid.
- 15.3 If you set up a regular donation, you will be scheduling a series of donations to be made on your specified day each month until you cancel by emailing us at [hello@mindfullifejourneys.com](mailto:hello@mindfullifejourneys.com) or cancelling your agreement directly with the payment provider. You authorise us and our payment provider to charge your payment card for the relevant amounts when payments are due.
- 15.4 You can cancel any individual donation provided you email us at [hello@mindfullifejourneys.com](mailto:hello@mindfullifejourneys.com) within 14 days of making it and request a refund. If so, we will reimburse your payment within 14 days via same method you used for payment.

**16. Ending or suspending this contract**

- 16.1 You may at any time end this contract by following the instructions on our Service but doing so doesn't entitle you to a refund. (Though this doesn't affect any Consumer "cooling off" rights, explained above.)
- 16.2 We are entitled at any time to end this contract by email notice without cause. If so, we will refund in full any fees already paid which relate to the period after termination.
- 16.3 We are entitled at any time end this contract by email notice without refund if we terminate our Service as a whole.
- 16.4 We are entitled at any time (with or without notice or refund) to end this contract or suspend part or all of our Service if we have reason to believe that you have breached our terms and conditions or if any fees due to us are unpaid / unjustifiably charged back or if it is necessary to protect us or others or if we are required to do so by law or appropriate authority.
- 16.5 If this contract ends: Your right to use our Service and all licences are terminated. Existing rights and liabilities are unaffected. All clauses in this contract which are stated or intended to continue after termination will continue to apply. You must not attempt to re-register for or continue to use our Service if we have given you notice of termination.

**17. Functioning of our Service**

- 17.1 We do not guarantee that the Service will be uninterrupted or error-free.
- 17.2 We are entitled, without notice and without liability, to suspend the Service for repair, maintenance, improvement or other technical reason.
- 17.3 We are entitled, without notice and without liability, to make changes to the Service provided these do not have a material adverse effect.

**18. Liability**

- 18.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.
- 18.2 **Very important:** *If you are a Consumer*, we shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
- a) there is no breach of a legal duty owed to you by us or by any of our employees or agents;
  - b) such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
  - c) such loss or damage is caused by you, for example by not complying with this agreement; or
  - d) such loss or damage relates to a business of yours.

18.3 **Very important:** *If you are a Consumer*, you will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement or misuse of our Service (subject of course to our obligation to mitigate any losses).

18.4 *The following clauses apply only if you are not a Consumer:*

- a) If you are or were a subscriber, our total aggregate liability of any kind (including our own negligence) is limited to the total fees paid by you to us in connection with our Service.
- b) In no event (including our own negligence) will we be liable for any:
  - i) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
  - ii) loss of goodwill or reputation;
  - iii) special, indirect or consequential losses; or
  - iv) damage to or loss of data(even if we have been advised of the possibility of such losses).
- c) You will indemnify us against all claims and liabilities directly or indirectly related to your use of the Service and/or breach of this agreement.
- d) To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.
- e) This agreement constitutes the entire agreement between us with respect to its subject matter and supercedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

## 19. Intellectual property rights

19.1 All intellectual property rights in connection with our Service are owned by us or our partners or other Users. For the purpose of your personal use, you may view and listen to the Service on your device. If you are authorised to facilitate the Service for other persons, then you can take reasonable steps to make the Service accessible by those persons (only) including printing a single copy but subject to the terms of this agreement. You may not otherwise use, sublicense, retrieve, display, modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by applicable law) or create extracts of, or derivative works from, such material without our specific prior written consent.

19.2 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Content on our Service without our specific prior written consent.

19.3 You must not circumvent or otherwise interfere with any security related features of the Service or features that limit or prevent copying of Content or which restrict use of Content.

19.4 You must not reverse-engineer or decompile any of our software in any way (except to the extent allowed by applicable law). You must not create or use a modified or derivative version of our software or distribute or sublicense our software to third parties. You must take reasonable steps to ensure that our software is not disclosed to any third party.

19.5 You grant us worldwide, perpetual, non-exclusive, transferable (with right to sub-license), royalty-free permission to use, copy, alter, display, and create extracts of, or derivative works from, your Content in any media formats, on our own Service, on our other channels including mobile, email communications, social media, PR, competitions and press releases and also on third party media, including for the purpose of redistribution or promotion of our Service. You waive your moral rights in relation to such Content to the extent legally permitted. You also grant each User a licence to use your Content in accordance with these terms and conditions.

## **20. Privacy**

20.1 You acknowledge and agree that we may process your personal data in accordance with the terms of our [privacy and cookies policy](#) which is subject to change from time to time.

## **21. Events outside our control**

21.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

## **22. Transfer**

22.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

## **23. English law**

23.1 These terms and conditions shall be governed by English law and any disputes will be decided only by the courts of the United Kingdom. You may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/consumers/odr/>. Our email address is via [hello@mindfullifejourneys.com](mailto:hello@mindfullifejourneys.com).

## **24. General**

24.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement). You should send all notifications by email via [hello@mindfullifejourneys.com](mailto:hello@mindfullifejourneys.com) (unless otherwise stated) and will be deemed served on the date actually received. Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a “waiver” (i.e. that it cannot be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights to enforce this agreement except insofar as expressly stated otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement constitutes any party as agent, employee or representative of the other.

## **25. Complaints**

25.1 If you have any complaints, please contact us via [hello@mindfullifejourneys.com](mailto:hello@mindfullifejourneys.com).

## **26. Company information**

- 26.1 Company name: MLJ Support Services Limited trading as “Mindful Life Journeys” and “Magical Light Journeys”
- 26.2 Country of incorporation: England and Wales.
- 26.3 Registered number: 09647718
- 26.4 Registered office: PO BOX, 6252, Newbury, RG14 9NF
- 26.5 Trading office: MLJ Support Services Ltd, 188 Main Street, Greenham Business Park, Thatcham, RG19 6HW
- 26.6 Other contact information: See our website.
- 26.7 VAT number: 229 1665 95

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## **ADDENDUM APPLICABLE ONLY TO FACILITATORS**

### **27. Obligations of Facilitators**

- 27.1 In relation to “Magical Light Journeys” and “Later Years” sessions and as otherwise specified by us, Facilitators must ensure that all of their Authorised Users have completed and will comply with the relevant mandatory facilitation training supplied by us. Facilitators acknowledge that such training is designed only to enable them to facilitate the Service and does not constitute training or qualification to enable them to teach meditation.
- 27.2 Facilitators must make clear including in all publicity materials that they are acting as independent facilitators and not as employees of or otherwise on behalf of MLJ Support Services Ltd.
- 27.3 Facilitators must not facilitate or otherwise offer access to the Service as a public course, i.e., freely advertised for any interested party to attend. Facilitators may only facilitate the Service to End Users with whom they have an existing relationship such as pupils, employees or care home residents.
- 27.4 It is the responsibility of Facilitators to take all appropriate steps when organising facilitation sessions:
  - a) possession of appropriate insurance cover;
  - b) development and use of the necessary framework of policies and procedures to safeguard End Users;
  - c) where appropriate, assessing whether the relevant Content is appropriate for the End Users and carefully supervising their use of the Service;
  - d) ensuring that children End Users aged 5 or over and are only given access to those parts of the Service which are specifically geared for children; and
  - e) having particular regard to the medical disclaimers above including the epilepsy warning and ensuring that medical advice is taken in advance where appropriate including End Users with existing mental health conditions, child protection or protection of vulnerable adult issues.
- 27.5 Facilitators are responsible for all use of the Service by their Authorised Users and End Users including responsibility for procuring that all such Users comply with this agreement.

## MODEL CANCELLATION FORM

Complete and return this form only if you wish to cancel the contract:

— To MLJ Support Services Limited, MLJ Support Services Ltd, 188 Main Street, Greenham Business Park, Thatcham, RG19 6HW, hello@mindfullifejourneys.com

— I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/ for the supply of the following service [\*],

— Ordered on [\*]/received on [\*],

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

[\*] Delete as appropriate