

## T&Cs

### Terms and Conditions

#### 1. These terms

**1.3 How to contact us.** You can contact your Class Leader using the relevant contact details which can be found here: [Lauren@momentmindfulness.co.uk](mailto:Lauren@momentmindfulness.co.uk)

#### Our contract with you

**2.2 How we will accept your order.** Our acceptance of your order will take place when you complete the booking form questions and make payment, at which point a contract will come into existence between you and us (the “**Contract**”).

**2.3 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this (including why we cannot accept your order) and will not charge you for the Services.

**2.4 If you continually cancel orders placed with us or breach our terms.** We understand that at times there may be many valid reasons for you to cancel or request to change your child’s place. However, the nature and sequence of the sessions it means there are limited spaces and rely on customers to keep to the agreed arrangement. If you continually cancel your child’s place without a good reason, we reserve the right, at our absolute discretion, to not accept further bookings from you.

**2.5 Intellectual property rights belong to us.** All intellectual property rights in the sessions, including any materials provided to you belongs to Moment Mindfulness. Unless otherwise permitted by these terms, you must not permit any other person to use or benefit from any materials or information provided.

**2.6 Photography and media use.** Parents are welcome to take photos and videos of their own child throughout any of the sessions, and to share these on social media or with their friends and family. However, the Class Leader may withdraw this right at any time where a parent is acting unreasonably (for example, preventing or delaying the session, taking excessive amounts of photos, videoing whole segments of sessions, or taking photos or videos of other children without their parent’s permission).

#### 3. Our Services

**3.1 Services may vary slightly from their description on the website.** The descriptions of the Services on the course outline are for indicative purposes only. Although every effort has been made to describe the sessions accurately, the sessions structure or activities may vary.

**3.2 You confirm that you and your child are able to take part in our Classes.** By placing an order or attending a session, you agree that both you and any child under your care or supervision are able to take part in our sessions and that it would not be harmful to either your or your child’s health, safety, comfort or physical condition to do so. Please note, Moment Mindfulness will not be liable for any loss, injury or damage suffered where you do not inform us about a medical condition, or you or the child do an activity which you are aware (or should have been aware) would, or might be, detrimental to you or the child.

**3.3 You and your child use our Services at your own risk.** You and any child for which you are responsible for use our attend the sessions at their own risk and you are responsible for supervising any child in your care at all times (including during sessions). We will not be liable to

you for any loss, damage or injury suffered by you or a child for whom you are responsible for as a consequence of you or child not following our instructions during the provision of the sessions.

**3.4 You shall not allow your child to attend a Class if they are ill.** You must not bring your child to a class in the following circumstances:

3.4.2 they have had an upset stomach or diarrhoea in the 48 hours prior to the Class;

3.4.3 they have heavy nasal discharge;

3.4.4 they have discharging eyes; or

3.4.5 they have symptoms of a possible communicable disease, including, but not limited to, Covid-19, measles, chicken pox, German measles, whooping cough, impetigo, scarlet fever, hand foot and mouth disease or norovirus.

**3.5 You must comply with our policies and procedures.** You must comply with, and ensure that your child complies with, any policies and procedures which you have stated your agreement in the booking questions. This may include (but shall not be limited to) policies in relation to health and safety.

#### 4. Providing the Services

**4.4 When you purchase a course of sessions.** Your Term will commence on the date of the first session. Moment Mindfulness will supply sessions to you and your child until either the course is completed and your term expires, or this contract is otherwise brought to an end by you or us under these terms.

**4.5 We are not responsible for delays outside our control.** If sessions are delayed by an event outside of Moment Mindfulness' control then you will be contacted as soon as possible to let you know that steps are being taken to minimise the effect of the delay. These steps may include offering rescheduled dates for the sessions. If there is a risk of continuous substantial delay and we are not able to reschedule the sessions, you may contact us to end the contract and receive a refund for any courses you have paid for but not received.

**4.6 If you do not allow us to provide sessions.** If your child misses a session (and you do not have a good reason for this), we are unable to provide a refund for any sessions which you paid for but did not receive.

**4.7 What will happen if you do not give required information to us.** Moment Mindfulness may need certain information from you for example, the names and ages of any children attending our sessions, existing medical or health conditions, any medication your child takes or additional needs that Moment Mindfulness would benefit from knowing to ensure sessions are accessible to your child. We will not be responsible for supplying sessions late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**4.8 Your rights if we suspend the supply of Services.** Moment Mindfulness will contact you in advance to tell you if the supply of sessions are suspended, unless the problem is urgent or an emergency. If session(s) are suspended for any substantial period of time, we will adjust the price so that you do not pay for sessions while they are suspended.

4.9 **Your rights if we withdraw the supply of Services.** Moment Mindfulness will contact you at least 7 days in advance to tell you that the sessions being withdrawn and will inform you of an alternative arrangement or refund any sums you have paid in advance for sessions which will not be provided.

## 5. Our Class Transfer & Cancellation Policy

5.2 **No automatic right to a refund.** Unless you are cancelling your child's place during the 14 day cooling-off period, you shall not be entitled to a refund in any respect when you cancel or transfer your place under this clause.

5.6 **If you wish to cancel your child's place for any session.** If you wish to cancel your child's place (either for a specific session, or for all remaining sessions in a course) , you must contact your Class Leader:

5.6.1 in the case of illness – as soon as practicable; or

5.6.2 in any other case – not less than 7 days before the date of the relevant session.

5.7 **Moment Mindfulness may re-sell your place when you cancel.** Where you cancel your child's session place, at Moment Mindfulness' discretion try to sell your child's session place to another customer. If successful in doing so, you shall be refunded for the session which you have cancelled.

## 6. Your rights to end the contract

6.1 **Ending the Contract without good reason.** You may end the contract between Moment Mindfulness and yourself at any time for any reason by giving notice in writing. Where you give notice that you would like to end the contract, this will be with immediate effect unless you have stated otherwise. When you cancel under this clause you will not be entitled to a refund of any payments you have made in respect of the sessions, whether such sessions have been received or not, and you may have to pay us an administration fee, to cover the costs we will incur as a result of your ending the contract.

6.2 **Where you have a good reason for ending the Contract.** You may end the contract by giving us 7 days' written notice at any time if:

6.2.1 you have been told about an upcoming change to the sessions or these terms which you do not agree to;

6.2.3 Moment Mindfulness has told you about an error in the price or description of sessions which you have ordered, and you do not wish to proceed;

6.2.4 Moment Mindfulness has suspended supply of the sessions or have notified you they will be suspended, in either case for a period of more than 30 days; or

6.2.5 Moment Mindfulness commit a serious breach of any provision of these terms,

in which case you will be refunded any payments made for sessions which have not been received at the date your notice is provided.

6.3 **Your right to cancel the Contract.** You can cancel within 14 days of confirming your order (the “cooling off period”) without giving a reason. If you want to exercise the right to

cancel, please contact your Class Leader and reasonable deduction from any refund we give will reflect your use of the Services during the cooling off period.

## 8. Our rights to make changes

8.1 **Minor changes to the sessions.** Moment Mindfulness may change the sessions structure or activities to implement minor adjustments and improvements to respond to customer needs or to remain competitive, for example to address a health and safety concern.

8.2 **More significant changes to the sessions and these terms.** In addition, Moment Mindfulness may make more significant changes to these terms or and you will be notified. You may then contact us to end the contract before the changes take effect and receive a refund for any sessions paid for but not received.

## 9. Price and payment

9.1 **Where to find the price for the sessions.** The price of the sessions will be the price indicated on the website. The amount of weeks in a half term vary so this will be reflected in the length of each course.

9.2 **When you must pay and how you must pay.** Payment for a course or session must have been made in full as agreed between you and Moment Mindfulness before any sessions are provided. Once a booking form has been completed and confirmed, Moment Mindfulness will contact you to arrange bank payment via bank transfer.

## 10. Our responsibility for loss or damage suffered by you

10.1 **Responsibility to you for foreseeable loss and damage caused by us.** If there is a failure in complying with these terms, Moment Mindfulness are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or failing to use reasonable care and skill, but Moment Mindfulness is not responsible for any loss or damage that is not foreseeable. For the avoidance of doubt, provided that sessions have been delivered with reasonable skill and care and the contract has not been breached, we will not be liable to you for any loss or damage you suffer as a result of attending our sessions (save where such an exclusion is prohibited by law).

10.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the sessions including the right to receive sessions which are supplied with reasonable skill and care.

10.3 **We are not liable for your property.** Please note that your property and belongings which you or your child bring to a session are your responsibility and Moment Mindfulness is not responsible for any loss of, or damage to, such property.

10.4 **We are not liable for business losses.** These terms cover the supply the sessions to you as a consumer. If you use the teachings or materials covered by the contract and these terms, for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 11. How we may use your personal information

**How we may use your personal information.** Moment Mindfulness will only use your personal information as set out in our Privacy Policy, which can be found here: <https://momentmindfulness.co.uk/>

## 12. Other important terms

**12.1 We may transfer this Agreement to someone else.** We may transfer our rights and obligations (in full or in part) under these terms to another organisation. Moment Mindfulness will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for sessions not provided.

**12.3 Nobody else has any rights under this Contract.** This contract is between you and Moment Mindfulness. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**12.4 If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**12.5 Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

**12.6 Which laws apply to this Contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

Terms and Conditions created January 2026

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