Mindful Artbox

**Terms and conditions**

1. Introduction

1.1 These terms and conditions shall govern the sale and purchase of products through our website.

1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.

1.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

2. Interpretation

2.1 In these terms and conditions:

(a) "we" means *[Mindful Artbox]*; and

(b) "you" means our customer or prospective customer,

 and "us", "our" and "your" should be construed accordingly.

3. Order process

3.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.

3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 4.

3.3 To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; we will then send you an initial acknowledgement; and once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.

3.4 You will have the opportunity to identify and correct input errors prior to making your order.

4. Products

4.1 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

4.2 For most products bought online you have a legal right to change your mind within 14 days and receive a refund. We occur a payment charge when the booking occurs (through Square/ PayPal) which will be deducted from the refund. And an administration fee outlined in 6.4 ( c ) will also be deducted from the total monies.

4.3    If the fault is of our own we will dismiss the additional charges outlined in 4.2 and do our utmost to make alternative arrangements or supply you with a gift card equivalent to the value you paid. We occur a payment charge when the booking occurs (through Square/ PayPal) which will be deducted from the refund.

4.4     You do not have a right to change your mind in respect of:

a) If you have bought services, you have 14 days after the day we contact you to confirm you accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after, you must pay us for the services provided.

4.5 If your child is under the age specified, as instructed in the required age description, we have the right to immediately contact parents to collect their child and a refund will not be issued.

5. Prices

5.1 Our prices are quoted on our website.

5.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.

5.3 All amounts stated in these terms and conditions or on our website are stated inclusive of VAT.

5.4 It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.

5.5 In addition to the price of the products, you may have to pay travel expenses, which will be notified to you before the contract of sale comes into force.

5.6 If the adult responsible for pick up at Art Camp arrives later than 4.10pm (camp finishes at 4pm) more than once, a fee of £15.00 will be charged directly to the parents for that student.

6. Payments

6.1 You must, during the checkout process, pay the prices of the products you order.

6.2 Payments may be made by PayPal, Square or Bank Transfer.

6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.

6.4 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

(a) an amount equal to the amount of the charge-back;

(b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);

(c) an administration fee of GBP £15.00 including VAT; and

(d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 7.4 (including without limitation legal fees and debt collection fees),and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 7.4.

6.5 If you think an invoice is wrong, please contact us promptly to let us know.

7. Cancellation right

7.1 We reserve the right to cancel workshops 2 weeks before commencement. Fees will be refunded, dismissing the additional charges outlined in 4.2, in this instance and you will notified through email.

7.2 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

7.3 In order to withdraw an offer to contract or cancel a contract, you must inform us of your decision to withdraw or cancel (as the case may be) and give 4 weeks’ notice period before the start of the service offering. You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may email us, replying to the confirmation email sent by mindfulartbox@outlook.com. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

7.4 Failure to provide sufficient notice as per 7.3 will result in forfeit of price paid.

8. Variation

8.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

8.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

9. Discipline

9.1 Mindful Artbox teachers provide a fun and structured environment and encourage disciplined behaviour. Mindful Artbox reserves the right to dismiss students who are consistently disruptive.

9.2 Mobile phones are not permitted in any classes (apart from All Day Art Camp where pupils may have them on silent and always kept in their bag. Pupils must only use them to contact parents, and ask permission by a staff member, before doing so.) If pupils are not deemed to follow this conduct parents may be immediately contacted to collect their child and a refund will not be issued.

9.3 Rude and/or poor behaviour to other pupil/s or member of staff will not be tolerated. The teacher reserves the right to dismiss students and parents will be immediately notified. A refund will not be issued.

9.4 Students are also expected to attend regularly and arrive on time for class.

10. Third party rights

10.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

10.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

11. Our details

11.1 This website is owned and operated by *Nishma Shah-Delaney*.

11.2 You can contact us:

(a) using our website contact form; mindfulartbox.com

(b) by email, replying to the confirmation email sent.

12. Credit

12.1 This document was created using a template from SEQ Legal (<https://seqlegal.com>).