

## Oxford Mindfulness Foundation

### General Terms and Conditions – Courses, Training and Events

Please read carefully before freely engaging in, or purchasing any OMF courses or training programmes, or accessing or downloading any training materials from the OMF as, by agreeing to purchase you (and your employees if applicable) agree to and are bound by the terms below. If you do not agree with these terms, we recommend that you discontinue the application / purchasing process.

#### Key words and their specific meaning in this document

- **Agreement:** these Terms and Conditions and (i) the signed Contract (if applicable); (ii) completed Online Booking Process.
- **Applicant/Your/You:** the person or organisation who purchases or engages with courses, training programmes or events from the OMF.
- **Applicant Data:** the data provided by you for the purpose of engagement with the OMF.
- **Courses:** all courses the OMF offers including: Introductory Sessions, Mindfulness for Life and advanced Taking it Further courses.
- **Charges:** the charges payable by you for the supply of course, training, or events.
- **Contract:** the document sent to you by the OMF following your indication that you wish to engage in courses, Training Programmes or Events from the OMF, setting out the details of these, and the basis upon which the OMF proposes to provide them.
- **Data:** the data provided by you for the purpose of engagement in the Courses or Training Programmes or Events.
- **Data Protection Legislation:** means:
  - (a) The General Data Protection Regulation (GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
  - (b) any other legislation in force from time to time relating to privacy and/or the Processing of Personal Data and applicable to the provision and receipt of Training under these Terms and Conditions; and
  - any statutory codes of practice issued by the Information Commissioner in relation to such legislation.
- **Events:** retreats, mindfulness sits or practices, webinars, group or individual offerings given by employees or partners of the OMF.

- **In-House:** training provided by the OMF at the Customer's premises for the Customer's Delegates.
- **OMF/Our/Us/We:** Oxford Mindfulness Foundation, the owner and the provider of all courses, training programmes or events whose registered office is; The Wheelhouse, Angel Court, 81 St Clements, Oxford, OX4 1AW, and company registration number is 06144314. The Oxford Mindfulness Foundation charity number 1122517.
- **Online Booking Process:** the booking process available through our websites.
- **Personal Data:** has the meaning given to it in the Data Protection Legislation.
- **Processing:** has the meaning given to it in the Data Protection Legislation.
- **Public:** training provided by the OMF at a physical location or online for general public applicants.
- **Training:** the training, wherever it takes place, to be supplied by the OMF to the Applicant as described in the Contract for Services or as part of the Online Booking Process.
- **Training Programmes:** all training Programmes the OMF offers including teacher training courses and professional development courses.
- **Training Materials:** any audio, printed or online materials or documents written and/or provided by the OMF as part of the Courses or Training Programmes or Events.

## **Overarching Statement of Commitment**

In the interests of aspiring to the best possible outcomes for all parties, the OMF agrees to use its best endeavours to provide the highest quality teaching and training to the Applicant and to act at all times in accordance with its Guiding Ethical Principles. In return we expect our Applicants to use their best endeavours to cooperate with, and participate fully, in the relevant Course or Training Programme or Event; and to commit and adhere to the Guiding Ethical Principles while engaged in all related activities, correspondence and interactions with OMF personnel, staff and trainers. These General Terms and Conditions are supported by a range of additional policies and procedures, namely:

- OMF Teacher Training Agreement
- OMF Fitness to Practice Policy and Procedure
- OMF Complaints Policy and Procedure
- OMF Disciplinary Policy and Procedure
- OMF External Social Media Policy
- OMF Guiding Ethical Principles
- OMF Data Protection Policy

In addition to these general terms and conditions, those who engage with the OMF agree to operate within the procedural guidance of all policies relevant to their engagement.

## **Application**

1. These terms and conditions shall apply to the provision of all Courses, Training Programmes or Events by the OMF to the Applicant.

## **Basis of these Terms and Conditions**

2. These Terms and Conditions shall come into effect when either:
  - a. An Applicant completes the Online Booking Process; or
  - b. Upon receipt by the OMF of an electronic or hard copy of a signed Contract for Services, at which point these Terms and Conditions shall be deemed incorporated into the Contract for Services.
3. Save for terms pertaining to the relevant Training in the Online Booking Process or the Contract for Services, any descriptive matter or advertising issued by the OMF, and any descriptions contained in the OMF brochures, social media platforms, their website or partner promotional materials, are issued or published for the sole purpose of giving an approximate idea of the Training Courses or Programmes or Events described in them; They shall not form part of these Terms and Conditions nor have any contractual force.
4. These Terms and Conditions apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
5. Any Contract for Services is only valid for acceptance for a period of 30 calendar days from its date of issue.

## **Cancellation**

6. If you have not commenced the course / training, you have a statutory right to cancel and receive a full refund, within 14 days (cooling off period) of submitting your application.  
If you commence your course / training during the 14-day cooling off period, your right to cancel with a full refund is withdrawn and you will be liable to pay the full fee.
7. In addition to your statutory rights, you may cancel your place up to 4 weeks before the course / training start date. The following administrative charges will apply in these circumstances:
  - 10% of the overall course fee with a minimum administrative fee of £30 administration fee for UK transactions.

- £50 administrative fees in case of transactions outside the UK.
8. All cancellation requests must be emailed to the OMF at [admin@oxfordmindfulness.org](mailto:admin@oxfordmindfulness.org) with 'cancellation request' in the subject line. These referenced emails will be acknowledged by the OMF within 24 hours of receipt (Monday – Friday, 9am – 5pm UK time). Until an acknowledgement is received by the OMF, the cancellation request will not be valid or effective.
  9. If a refund is approved by the OMF, it will be made through the original mode of payment only, unless a card has expired and new card details are obtained.

### **Changes to the Training**

10. The OMF shall use reasonable endeavours to supply the Courses or Training Programmes or Events to the Applicant in accordance with these Terms and Conditions in all material respects but reserves the right to change the content of any of the Courses or Training Programmes or Events at any time and without notice.
11. The OMF shall use reasonable endeavours to meet any specified training or event dates, but any such dates shall be anticipated dates only and may be subject to alteration.
12. The OMF reserves the right to amend these terms if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Courses or Training Programmes or Events, and the OMF shall notify the Applicant in any such event.
13. Notwithstanding the above sub-clauses, the OMF reserves the right to cancel Courses or Training Programmes or Events at any time, without incurring additional liability to the Applicant. In such circumstances, the OMF will offer (at its sole discretion) alternative dates, a full refund, or a credit note.

### **Charges and Payment**

14. Payment should be made by the Applicant using the registration page appropriate for the relevant Course or Training Programme or Event or via any web-enabled link the OMF has provided. Invoices may only be raised where an employer is paying and with agreement from the OMF.
15. Payment of any OMF invoice is due within 30 calendar days of the invoice date to the bank account provided. Interest on the overdue sums may be payable from the payment due date.

16. All sums payable to the OMF under this agreement are exclusive of VAT and an amount equal to any VAT chargeable on those sums will be due on delivery of a VAT invoice. Currently the OMF does not charge VAT on services provided.
17. Unless agreed in writing by the OMF, no place is secure on a Course or Training Programme or Event until full payment has been received. Once an invoice has been raised your place is dependent on prompt payment within the stated payment terms. Your place may be released if these are not met.
18. Responsibility for payment remains with the Applicant, if an employer or sponsor does not pay the invoice the Applicant will be liable to make payment or meet the cancellation charges.
19. Charges will apply regardless of any non-attendance.

## **Confidentiality**

20. The OMF and the Applicant may be given access to confidential information from the other party in order to perform its obligations under the Agreement. Confidential information shall not be deemed to include information that:
  - a. is or becomes publicly known other than through any act or omission of the receiving party,
  - b. was in the other party's lawful possession before the disclosure,
  - c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - d. is independently developed by the other party, which independent development can be shown by written evidence.
21. Subject to the preceding paragraph, both the OMF and the Applicant shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of the Course or Training Programme or Event.
22. A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with these paragraphs, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

23. You acknowledge that your information may be used by the OMF on an anonymous basis without limitation including compiling and publishing reports and publishing feedback.

### **Applicant's Obligations**

24. You agree to:
- a. Co-operate with the OMF in all matters relating to the Courses or Training Programmes or Events.
  - b. Provide the OMF and its employees, agents, consultants, and subcontractors, with any information which may reasonably be required by the OMF in the organisation of the Courses or Training Programmes or Events, including, but not limited to, details in respect of the Applicant(s) and ensure that such information is complete and accurate in all material respects; and
  - c. If applicable, where Courses or Training Programmes or Events are being delivered at its premises, provide the OMF with (i) access, training space and any equipment necessary for the delivery of the Training; and (ii) such facilities as are reasonably notified to the Applicant in advance.

### **Data Protection**

25. The OMF is committed to ensuring that personal data is handled appropriately and in compliance with data protection law, including the Data Protection Act of 2018 and the EU General Data Protection Regulations (GDPR).
26. The OMF is registered as a data controller with the Office of the Information Commissioner, and collects and processes information about Applicants for various teaching, research, and administrative purposes. We shall comply with any request or notice we receive from a data subject in this capacity as a data controller.
27. You may be asked to provide some personal information in order to enable the provision of certain services. By supplying this information, you are consenting to the OMF holding and using it for the purposes for which it was provided. Information provided will be kept for as long as is necessary to fulfil that purpose.
28. Purposes for which information is held can include but is not limited to:
- a. General administration requiring personal and course details.
  - b. Assessment of applications for suitability for training.
  - c. Management of training processes such as progress and competency reviews and teacher training certification.
  - d. Alumni operations, including fund-raising.

- e. Provision of advice and support to Applicants via, amongst others, academic staff.
  - f. Applicant services and internal research, including monitoring quality and performance.
29. Employees, contractors and agents of OMF may be given access to any personal information which we collect, but their use shall be limited to the performance of their duties. Our employees, contractors and agents who have access to your personal information are required to keep that information confidential and are not permitted to use it for any purposes other than to enable you to use the website or to deal with requests which you submit to us.
30. The accuracy of personal information provided by applicants may also be checked by the OMF against relevant external sources. The OMF undertakes to maintain data in secure conditions, and to process and disclose data only within the terms of its data protection notification.
31. The details above indicate the nature of this notification but are not exhaustive. Please note that we are reliant on you for much of the data we hold: help us keep your record up-to-date by notifying us of any alterations to your personal details.
32. Except (i) to the extent that we are required to do so by law, (ii) in connection with any legal proceedings (including prospective legal proceedings), or (iii) in order to establish, exercise or defend the legal rights of OMF, we will not disclose your personal information to any other party without first obtaining your permission.

## **Liability**

33. We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under these terms to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to your own fault or the fault of a third party.
34. Our liability to you in the case of loss or damage other than for death or personal injury or fraud is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.
35. We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include; industrial action, over or under demand from applicants, staff illness, significant changes to our funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such

circumstances, we reserve the right to change or cancel parts, or all, of the Course or Training Programme or Event.

36. The OMF cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:
- a. All damage to your property (including to personal I.T. equipment, vehicles and bicycles parked on OMF premises, or OMF rented buildings) unless it is caused by the negligence or fault of the OMF or its staff.
  - b. The non-return of work submitted for assessment.
  - c. Personal injuries or death except in so far as it is caused by the negligence of the OMF or its staff.
  - d. All indirect and consequential losses, however arising; and loss of opportunity and loss of income or profit, however arising.
37. Any remaining liability of the OMF (in contract, tort, breach of statutory duty, misrepresentation or any other liabilities) is limited to the value of training fees paid by or on behalf of the prospective trainees to the OMF, or the amount, if any, the OMF receives from its insurers in respect of that particular loss, whichever is the greater. The only exception to this is in cases of any liability in negligence for personal injury or death.
38. The OMF shall have no liability under these terms if it is prevented from or delayed in performing its obligations with regards to the Course or Training Programme or Event, or from carrying on its business by: acts, events, omissions or accidents beyond its reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving the workforce of the OMF or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Customer is notified of such an event and its expected duration. Under such circumstances the OMF would attempt (as is reasonably and financially feasible) to provide alternative Course or Training Programme or Event.

### **Intellectual Property rights**

39. All intellectual property rights in or arising out of or in connection with the Courses or Training Programmes or Events including any associated Training Materials shall be owned by the OMF (unless OMF advise otherwise).
40. No reproductions, scans or copies (wholly or in part) shall be made of the Course, Training or Event materials without the prior written consent of the OMF.



## **Termination**

41. Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:
- a. The other party commits a material breach of any term of the Agreement (including any subsequent Agreements / Contracts which are relevant to specific engagement).
  - b. Any subsequent agreements are breached and relevant policies and procedures are instigated which result in a termination (such as fitness to practice or disciplinary proceedings).
  - c. The other party takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
  - d. The other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its training.
42. Without affecting any other right or remedy available to it, the OMF may terminate the Agreement with immediate effect by giving written notice to the Applicant if the Applicant fails to pay any amount due under the Agreement on the due date for payment.
43. If this happens, you agree to return any of the Materials which have not been fully paid for.

## **Withdrawal of services**

44. The OMF reserves the right to make variations to or withdraw services if such actions are reasonably considered to be necessary by the OMF, for example, where:
- a. Events beyond the OMF's reasonable control prevent a service from being delivered either temporarily or permanently.
  - b. Information technology systems require essential maintenance work, upgrades or repairs.
  - c. Health and safety or other legal reasons apply; or
  - d. Improvements and changes are being made to the OMF's programmes, premises or facilities.

45. The OMF will take reasonable steps to mitigate the impact of such withdrawals on Applicants wherever reasonably possible, for example by substituting alternative similar services, and giving warning of forthcoming changes or likely periods of non-availability.

## **General**

46. If any provision of these terms is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
47. A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
48. The relationship between us shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

By signing below, I hereby acknowledge that I have completely read, and fully understand the Oxford Mindfulness Foundation's Terms and Conditions (and accompanying policies and procedures) and agree to be bound by these terms and conditions.

Signed	
Full name (please print)	
Date of signature	
Email address	

**END**