TERMS AND CONDITIONS OF SALE

The below Terms and Conditions of Sale (**terms of sale**) set out the terms applicable to the sale of digital and other products. **By confirming your acceptance to these terms of sale and completing your purchase, you understand that you are entering into a legally binding agreement** with People Work (Consulting) Ltd trading as Headspace for Change, a company registered in England and Wales (Company Number 6345811).

PURCHASE OF DIGITAL PRODUCTS AND OTHER PRODUCTS

These terms of sale (together with any relevant documents referred to in them and including our Website Terms and Conditions) set out the terms on which we supply any of the following products via our site www.headspaceforchange.com or other landing pages (the site) to you:

(digital products)

- Digital downloads of audio products to your computer or mobile device;
- Digital downloads of video products to your computer or mobile device;
- Digital downloads of supporting materials;

(other products)

- Access to webinar/masterclasses;
- Access to Group programmes;
- Access to 1:1 support packages;
- Access to memberships.

After you have read these terms of sale, you will be asked to confirm that you have read, understood and accept our terms of sale. You will not be able to purchase digital or any other products through our site unless confirmation is given. Any terms that you seek to impose in respect of your purchase of any products through this site will not form part of any contract between us. Please read these terms of sale carefully before ordering any products from our site. If you have any queries on these terms please contact us at sue@headspaceforchange.com before placing any order.

By placing an order for any products through our site, you warrant that you are legally capable of entering into binding contracts, that you are at least 18 years old and that you are purchasing our products for your private, non-commercial use only. You further warrant that you will not copy, rent, hire, record, edit, clip, exchange, lend, allow for the public performance, broadcasting, downloading or sharing of files or of access details, with anybody else other than may be allowed under the terms of any licence that is granted to you as a part of the sale.

By placing an order for products through our site you agree that we may store, process and use personal data collected from you for the purposes of processing/fulfilling your order only. We work with third parties to process your payment (for example, PayPal) and they will also have access to your personal data to enable them to help us process/fulfil your order only. More information on how we may store, process and use your personal data is contained in our **Privacy Policy**.

You are responsible for ensuring that you do not lose, destroy, or damage any product (digital or otherwise) you purchase through this site.

You are responsible for ensuring that any hardware you use to download and/or access any product functions correctly. You acknowledge and agree that the provision of all these requirements is your responsibility and is at your own cost. We are not obliged to ensure that our products are compatible with every manufacturer of mobile handsets or other hardware.

PLACING AN ORDER

After placing an order for any products via our site, you will receive an on-screen message and e-mail from us acknowledging receipt and setting out the details of your order.

The contract for the purchase of any products will only be formed when you have agreed to these terms of sale, we have received payment in full for the product you are purchasing, and we make the digital product available for download and/or the product accessible as appropriate. We reserve the right, in our sole discretion to reject any order we receive.

AVAILABILITY

All products featured on our site are subject to availability. We reserve the right to change or remove a product or other content on the site at any time without notice or liability to you.

Digital products will normally be available to download immediately upon purchase. There may be occasions when digital products are not available and we make no guarantee that any digital product ordered will be made available immediately (for example, if the site is taken down for maintenance or there is another technical issue). In such cases, we will use our best endeavours to give you access to your downloadable digital products as soon as possible following your purchase.

You will normally be contacted within 24 hours of purchase with details of access to other non-digital products.

Where we are unable to provide you with any products that you have purchased, you agree that we can offer you either alternative goods to a similar value (upon your agreement that the alternative goods are suitable) or a complete refund. We will not be liable for our inability to fulfil a particular order from you.

PRICE AND PAYMENT

The price of any product will be as quoted on this site at the current time and will be shown inclusive of any VAT. We reserve the right to make certain products available only as part of a different purchase for example, part of a Service/Support package.

Prices for products are liable to change at any time, but changes will not affect orders in respect of which we have already taken payment and made the download available or granted access.

Please note that some network/service providers may charge you an additional amount for downloading digital products to a mobile handset or for accessing on-line coaching sessions. We recommend that you contact your network/service provider to understand the nature and extent of any additional charges before downloading or accessing products via a mobile device. Note that overseas roaming charges may also apply. We will not be held liable for any such charges.

By providing the details of a credit or debit card or payment account to be debited, you confirm that you are authorised to purchase the products and that you have the permission of or are the holder of the credit or debit card, PayPal or other account being used to pay for the transaction. All card payments and cardholder details may be subject to validation checks carried out by us and/or the card issuer. If any validation checks are required, we will not be held liable for any delays or non-delivery nor are we obliged to.

In respect of validation checks and authorisation carried out by the card issuer, if the issuer of your card refuses to authorise payment we will not accept your order and we will not be liable for any delay or non-delivery or any bank charges applied to you. We are not obliged to inform you of the reason for the refusal.

REFUNDS

In accordance with Distance Selling Regulations, you have the right to cancel and obtain a full refund within 14 working days of purchasing our products on-line but only if you have not downloaded or accessed the product made available, have not requested and been accepted to join any of our private social media groups to which access may be offered as part of a purchase from the site, and have not accessed and/or used any supporting materials provided to you alongside your purchase of any digital products, within 14 calendar days from purchase. This includes any associated individual or group coaching calls etc.

If digital products are found to be defective, we shall have the right to attend to the cause of the problem and restore the digital products to functioning order or offer you a repeat download. You shall not have the automatic right of refund in this case. You must notify us within 30 days of download of the digital product that it is defective at sue@headspaceforchange.com. If we are unable to fix it and a repeat download does not resolve the issue, we will provide you with a full refund within 30 days of ascertaining that the issue cannot be resolved.

CONFIDENTIALITY:

Personal information or business information that you supply to us, other than information that is in the public domain, will be treated confidentially and in line with our Privacy Policy. Confidential information will not be disclosed to any third party, including for the purposes of marketing, without your prior permission. We will only disclose your information if it is necessary for the performance of our services or where so required by law.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or licensee of all intellectual property rights in the site and the products you purchase, including any databases that hold relevant information about the site and its products. They are protected by copyright or trademark registration and you may only use any the products in line with these terms.

All of the products that are available for sale on our site are owned or controlled by us or our licensors where applicable. Upon payment of the price for any of these products we grant you a non-exclusive, non-transferable licence to use the products for your own personal, non-commercial use. You shall not redistribute, transmit, assign, sell, commercially exploit, broadcast, modify, adapt, edit, sub-licence, rent, share, lend, or transfer any products that you purchase through this site.

OUR RESPONSIBILITY TO YOU

We do not guarantee the accuracy of content of our products, and you are responsible for the way you use its content.

We shall not limit or exclude our liability for:

- death or personal injury;
- fraud or fraudulent misrepresentation; or
- any act, omission or matter, liability for which may not be excluded or limited under any Applicable Law.

We shall not be liable to you for any indirect, special or consequential loss or damage, including:

- loss of profit;
- loss of goodwill;
- loss of savings; or
- loss of contract.

We also exclude, but only as far as legally possible, all terms and warranties or promises implied by law or by statutes.

Although we try to ensure our products work seamlessly and without errors, we do not warrant that your use of the products will be uninterrupted. We are not responsible for any loss or damage you may suffer resulting from any interruptions or although we will do our utmost to rectify any issues you encounter as soon as possible.

Any duty of care owed to you by us is owed to you alone and no duty of care is owed to any third party and we do not assume any responsibility to any third party in respect of the performance of our duties to you.

EVENTS OUTSIDE OUR CONTROL

We will not be liable for any failure or delay to perform any of our obligations under a contract for a product that is caused by events outside our reasonable control.

APPLICABLE LAW

Any dispute arising from these terms of sale shall be governed by and construed in accordance with the law of England and Wales and you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any arising dispute.

If any part of these terms and conditions is held to be invalid or unenforceable, the remaining terms and conditions will continue in full force and effect.

COMPLAINTS

If you have any questions or a complaint about the service provided by us please contact sue@headspaceforchange.com to make your complaint.