

Terms & Conditions

- Introduction
- These terms and conditions shall govern your use of our website
www.beingworks.co.uk
- Beingworks is a corporate well-being coaching, training & consultancy service providing well-being solutions including Mental Health First Aid Training.
- By using our website, you accept these terms and conditions in full; accordingly if you disagree with our website or any part of these terms and conditions, you must not use our website.
- If you submit any material to our website or use any of our services, we ask you to expressly agree to these terms and conditions.
- The terms “we,” “us,” and “our” refers to Beingworks limited. The term the “Site” refers to www.beingworks.co.uk. The terms “user,” “you,” and “your” refer to site visitors, customers, and any other users of the site.
- Use of the Beingworks website, including all materials presented herein and all online services provided by Beingworks Limited., is subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. By using the Site or Service, you agree to these Terms and Conditions, without modification, and acknowledge reading them.

USE OF THE SITE AND SERVICE

- To access or use the Site, you must be 18 years of age or older and have the requisite power and authority to enter into these Terms and Conditions. Children under the age of 18 are prohibited from using the Site. Information provided on the Site and in the Service related to coaching and other information are subject to change. Beingworks Limited makes no representation or warranty that the information provided, regardless of its source (the "Content"), is accurate, complete, reliable, current, or error-free. Beingworks Limited disclaims all liability for any inaccuracy, error, or incompleteness in the content.

ACCOUNT CREATION

- In order to use the Service, you may be required to provide information about yourself including your name, email address and other personal information. You agree that any registration information you give to Beingworks Limited will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorised purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

LAWFUL PURPOSES

- You may use the Site and Service for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services through the Site for legitimate, non-commercial purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening,

abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

REFUSAL OF SERVICE

- The Services are offered subject to our acceptance of your requests. We reserve the right to refuse service to any request, person or entity, without the obligation to assign reason for doing so. No service is deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

ORDER CONFIRMATION

- We will email you to confirm the placement of your request and with details concerning service delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

CANCELLATIONS, REFUNDS AND CHARGEBACKS

- No refunds are available once Client signs the contract between the Client and Beingworks Limited. In the event that Client terminates services prior to the completion of the Services, Client shall be responsible for the entire fee set forth herein.

PRODUCT DESCRIPTION

- We endeavor to describe and display the Service as accurately as possible. While we try to be as clear as possible in explaining the Service, please do not accept that the Site is entirely accurate, current, or error-free. From time to time we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing.

MATERIAL YOU SUBMIT TO THE SITE

- You shall not upload, post or otherwise make available on the Site any artwork, photos, or other materials (collectively “Materials”) protected by copyright, trademark, or other proprietary right without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any Materials are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all Materials submitted by you to the Site, you automatically represent or warrant that you have the authority to use and distribute the Materials, and that the use or display of the Materials will not violate any laws, rules, regulations, or rights of third parties.

INTELLECTUAL PROPERTY RIGHTS TO YOUR MATERIALS

- We claim no intellectual property rights over the material you supply to Beingworks Limited. You retain copyright and any other rights you may rightfully hold in any content that you submit through the Site or Service.

Content you submit to Beingworks Limited. remains yours to the extent that you have any legal claims therein. You agree to hold Beingworks Limited harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you. By posting material on the Site, you grant us a worldwide, nonexclusive, irrevocable license to use the material for promotional, business development, and marketing purposes.

OUR INTELLECTUAL PROPERTY

- The Site and Service contain intellectual property owned by Beingworks Ltd, including trademarks, copyrights, proprietary information, and other intellectual property. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site or Service

Content or intellectual property, in whole or in part, without our prior written consent. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

CHANGED TERMS

- We may at any time amend these Terms and Conditions. Such amendments are effective immediately upon notice to you by us posting the new Terms and Conditions on this Site. Any use of the Site or Service by you after being notified means you accept these amendments. We reserve the right to update any portion of our Site and Service, including

these Terms and Conditions, at any time. We will post the most recent versions to the Site and list the effective dates on the pages of our Terms and Conditions.

LIMITATION OF LIABILITY

- YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, BEINGWORKS Limited IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORISED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF BEINGWORKS LIMITED. HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN NO EVENT SHALL THE BEINGWORKS LIMITED CUMULATIVE LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM BEINGWORKS LIMITED, AND IF NO

PURCHASE HAS BEEN MADE BY YOU BEINGWORKS LIMITED LIABILITY TO YOU SHALL NOT EXCEED £100.

THIRD PARTY RESOURCES

- The Site and the Service may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Beingworks. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

INDEMNIFICATION

- You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, legal fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

EFFECT OF HEADINGS

- The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

GENERAL TERMS

- If any provisions within are held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms and Conditions shall remain in full force and effect unless the business purpose of this Agreement is substantially frustrated thereby.
- Neither party shall have the right to assign or subcontract any of its obligations or duties under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.
- These terms and our Privacy Policy, term of website use and acceptable use policy constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties,

representations and understandings between us, whether written or oral, relating to its subject matter.

- You acknowledge that you have placed no reliance on any representation made but not set out expressly in these Terms of Use.
- Any notice to be given under this Agreement may be given via email, regular mail, or by hand to the address provided on the Website.
- Nothing herein shall create or be deemed to create any joint venture, principal-agent or partnership relationship between the parties and neither party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.
- No person who is not a party to this Agreement shall acquire any rights under it or be entitled to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- These Terms and Conditions shall be subject to the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts.
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