

## Breathwork training or Breathing workshop (online or in person)

### Terms & Conditions of Sale

Last updated 27<sup>th</sup> March 2024

#### 1. About us

We are Nutrition Matrix Ltd: incorporated in England and Wales under company number **12385060**. In these T&Cs, we refer to ourselves as “we”, “us” and “our”.

#### 2. How to contact us

You can contact us by sending an email to [helen@helenmaxwellnutrition.co.uk](mailto:helen@helenmaxwellnutrition.co.uk)

#### 3. These T&Cs

3.1 These T&Cs apply to your purchase of breathwork from our website referred to as:

- a) **“Breathwork training to optimise physical and mental health”**
- b) **“Breathwork training for sports performance”**

which we'll refer to as the Breathwork Training in these T&Cs.

Or

- c) **“Breathing workshop for anxiety, sleep and stress”**

which we'll refer to as the “Breathing Workshop” in these T&C's.

References to Breathing Technique(s) refers to the Oxygen Advantage® certified breathing exercises that are taught during the Breathwork Training or Breathing Workshop. Please read these T&Cs carefully before you place your order on our website, as they set out important information about your rights and obligations, as well as important information about our rights and obligations.

3.2 Please note that you must agree to these T&Cs before you place your

order.

3.3 For the purposes of these T&Cs, you are a “consumer” if you are buying the Breathwork Training or Breathing Workshop from our website as an individual for purposes wholly or mainly outside of your trade, business, craft or profession.

3.4 References to “you” and “your” in these T&Cs is to the person placing an order on our website.

3.5 You must be at least 18 years old to place an order on our website.

3.6 We may make changes to these T&Cs at any time without notice to you. However, the T&Cs which apply to your order will be those in force at the time you placed your order to us.

3.7 Please save a copy of these T&Cs and any emails from us for your records, as we will not save a copy for you. These T&Cs are only available in English.

#### **4. All consumers are requested to note the following:**

4.1 The degree of benefit obtainable from the Breathwork Training or Breathing Workshop and applying the Breathing Technique(s) learnt, may vary between consumers even if they have similar breathing difficulties or health problems.

4.2 Your Instructor is not permitted to diagnose, or claim to treat, medical conditions.

4.3 The training you receive is not a substitute for professional medical advice and/or treatment.

4.4 All consumers are responsible for contacting their GP with any health concerns.

4.5 If you are receiving treatment from your GP or any other medical provider, you should tell him/her about your attendance on this Breathwork Training or Breathing Workshop. This is necessary because of any possible conflict between your treatment, health condition and the breathing techniques you will be learning.

4.6 This course is not suitable if you are pregnant.

## **5. Orders**

5.1 Please check your order carefully and correct any errors before you place it.

5.2 Your order is an offer to buy either a single session or a course (4 x one hour sessions) of Breathwork Training or the Breathing Workshop on these T&Cs. Confirmation that your order has been successfully placed does not mean that your order has been accepted by us.

5.3 Our acceptance of your order takes place when we send you an order confirmation email, which confirms your purchase of Breathwork Training or the Breathing Workshop, at which point a legally binding contract is formed between you and us on these T&Cs.

5.4 If we do not accept your order (for example because we have been unable to take payment, you are under 18, the Breathwork Training or Breathing Workshop is unavailable or there has been a mistake regarding the pricing or description of the Breathwork Training or Breathing Workshop, we will email you using the details you provided when you placed your order and provide you with a refund if payment has already been taken. We have the right to reject any order for any reason.

## **6. Availability**

6.1 The Breathing Workshop is live and must be attended in person over four separate dates as outlined in the course description and confirmed in your order.

6.2 If you are purchasing a course of breath-work training (4 x 1 hour sessions) these are ideally taken over consecutive weeks but must be taken within a 2 month period following your initial session.

6.3 In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop providing the Breathing Workshop. If this happens and it affects your order, we will notify you by email, cancel your order and provide you with a full refund if payment has already been taken.

## **7. Changing your order**

If you would like to make any changes to your order after you have placed it, please contact us as soon as possible and we will let you know if it is possible to change your order.

## **8. Descriptions and technical requirements**

8.1 The description of the Breathwork Training and the Breathing Workshop is set out on our website. Please read the description carefully.

8.2 The Breathwork Training will take place either in person in Old Town, Eastbourne (address to be advised on confirmation of your order) or over zoom. If it takes place over zoom this will not be recorded. You will need internet access and a stable internet connection.

8.2 The Breathing Workshop (online) will take place over zoom and will not be recorded. You will need internet access to attend the Breathing Workshop (online) and you are responsible for any charges you may incur in connection with your stream. The streaming resolution and visual quality will depend on the type of device you are using, your resolution settings and the speed of your internet connection.

8.3 We are not liable to you if you are unable to stream the Online Workshop due to a poor internet connection or for any other reason outside of our reasonable control. You will however receive the course materials as outlined in the workshop description on our website.

8.4 8.2 Breathing Workshop (in-person) will take place at the location specified our website.

## **9. Permission to use the Breathwork training materials**

9.1 Your instructor will train you in the breathing technique(s) but you must not share any of the exercise sheets, audio downloads, homework sheets or other information provided to help you learn, remember, practice and integrate the breathing Technique(s) with others who are not part of the Breathwork Training.

9.2 As a consumer, the information is shared for your personal and domestic use only. You must not use it for commercial, business or resale purposes.

9.3 You do not own the Online Workshop or any of its content, but you may use it as set out in these T&Cs. You are not allowed to pretend that the Online Workshop is your own or make it available to others to stream, download or use.

9.4 You must not conceal, change or remove any markings which show who owns the Breathing Workshop, or try to circumvent any digital rights management or technical protection measures put in place to prevent you from using the Breating Workshop in a way that you are not allowed to.

9.5 If you do not comply with any term in this section 9, we have the right to end our contract with you immediately by sending an email to the address you provided when you placed your order.

9.6 If we end our contract with you under section 9.5:

(a) we may seek to recover reasonable compensation from you according to law to cover losses resulting directly from your breach of this section 9;

(b) we may prevent or suspend your ability to purchase further digital content or other services from us.

## **10. Prices and payment**

10.1 Prices for the Breathwork Training and the Breathing Workshop (online or in-person) are set out on our website. All prices are in pounds sterling (£)(GBP).

10.2 Prices may change at any time. Except as set out in section 10.3, such changes will not affect existing orders.

10.3 If there has been an error on our website regarding the pricing of the Breathwork Training or Breathing Workshop and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order and get a full refund. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

10.4 We accept most major credit cards and debit cards. All credit card and debit card payments need to be authorised by the relevant card issuer.

10.5 We will take payment from your card when you place your order.

## **11. How to attend the Breath-work Training**

11.1 The Breathwork Training will run over zoom or take place one to one in Eastbourne, location confirmed following confirmation of your order. You do not need to have a zoom account to participate. See section 13 for more information on your cancellation rights.

11.2 If you are attending online and progress to the more advanced altitude training then ideally you will have a clear space of 4.5m x 1.5m and be able to angle your screen so your instructor can observe you carrying out the exercises. However you can learn the exercise jogging on the spot if space is tight.

11.3 If you are having trouble joining the online training, please email us at the email address given in section 2 or call on 07740 876233.

## **12. How to attend the Breathing Workshop**

12.1 The Breathing Workshop (online) will run over zoom. You do not need to have an account to participate. See section 13 for more information on your cancellation rights.

12.2 If you are having trouble joining the Breathing Workshop (online), please email us at the email address given in section 2 or message 07740 876233.

12.3 If you are attending a Breathing Workshop (in-person) the location will be specified on our website.

## **13. Consumer cancellation rights**

13.1 You have 14 days from the date of your order confirmation email to change your mind and cancel your order. However, you lose your right to cancel once you start attending the Breath-work Training or Workshop and you will not be entitled to a refund in such circumstances unless the Breath-work Training or Workshop is faulty.

13.2 To cancel your order, please email us at the email address given in section 2. To help us process your cancellation more quickly, please include your order number in the email you send to us.

13.3 We will provide you with a full refund as soon as possible and no later than 14 days after the day on which you told us that you want to cancel.

13.4 We will issue your refund to the same payment method you used when you placed your order.

#### **14. Faulty content – for consumers**

14.1 The Breathwork Training and Breathing Workshop must be as described, fit for purpose and of satisfactory quality.

14.2 If the Breathwork Training or Breathing Workshop is faulty, you are entitled to a repair (where possible) or a replacement.

14.3 If the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience to you, you can get some or all your money back.

14.4 If there is a problem with the Breathwork Training or Breathing Workshop, please contact us as soon as reasonably possible.

#### **15. Events beyond our control**

15.1 We are not liable to you if we fail to comply with these T&Cs because of circumstances beyond our reasonable control.

#### **16. Our liability – to consumers**

16.1 If we breach these T&Cs or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable', we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

16.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or

any business loss or damage.

16.3 Nothing in these T&Cs excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **17. Guarantees**

17.1 Any results mentioned in the description of the Breathwork Training or Breathing Workshop as set out on our website are not guaranteed. Any type of result mentioned are what might be possible when students apply the Breathing Technique(s).

17.2 Potential results mentioned in the Breathwork Training or Breathing Workshop description as set out on our website will depend on several factors:

17.2.1 Your unique physiology and respiratory system

17.2.2 For how long and how frequently you practice the Breathing Technique(s).

17.2.3 Your general level and fitness and health.

## **18. Your information**

Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at <http://s829484404.websitehome.co.uk/privacy-policy-2/>, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## **19. Third party rights**

No one other than us or you has any right to enforce any of these T&Cs.

## **20. Complaints**

If you are unhappy with us or Breathwork Training or Breathing Workshop please email us at the email address given in section 2.



## **21. Governing law and jurisdiction**

21.1 If you are a consumer, the laws of England and Wales apply to these T&Cs, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **22. General terms**

22.1 You are not allowed to transfer your rights under these T&Cs to anyone without our prior written consent. We may transfer our rights under these T&Cs to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

22.2 If any provision of these T&Cs (or part of any provision) is or becomes unenforceable, the enforceability of any other provision of these T&Cs will not be affected.

22.3 If you breach these T&Cs and we take no action, we will still be entitled to use our rights and remedies in other situations where you breach these T&Cs.