

Terms & Conditions

WEXPRESIF would like to ensure that you have a good learning experience in your art therapy sessions, courses, or workshops. To this end, I kindly request that you, embrace and comply with these terms and conditions at all times, as these are the terms on which I supply these services.

Please read the terms and conditions carefully before you submit any booking or payment with us. These terms will tell you how we provide the services offered, any changes or ending the contract as well as what to do if there is a problem and other important information.

1. About these Terms & Conditions.

By submitting a booking, you are signifying your agreement to and acceptance of our Terms and Conditions. All references to the terms and conditions refer to these terms and conditions as amended and updated from time to time.

You can contact us by telephone: 07867653439, Monday – Friday (9am-5pm) or by email at wexpresif@outlook.com

If I have to contact you I will do so by telephone or by the email address you have provided me with during our consultation session.

2. About WEXPRESIF

Our address is 42/46 Geddes House, Kirkton Nr Rd, Livingston. West Lothian EH546GU.

Owner: Joan Toall

I am a fully qualified and registered Teacher of Art & Design with General Teaching Council for Scotland (GTCS) Ref: 077274 since June 2007.

Please be aware that you are signing up for Art Therapy sessions that **DO NOT** have any medical connection in any way.

3. Bookings & Payments

Sessions, courses or workshop – in person or online must be paid for as requested, unless otherwise agreed and can be proven by document, online or written.

Payment of the Fee shall be due to WEXPRESIF within the date specified.

The Fee is non-refundable under any circumstances except with the prior written agreement of WEXPRESIF, unless WEXPRESIF is unable to offer

concessions for missed classes due to sickness or holidays, in certain circumstances and solely at the discretion of WEXPRESIF, the following options may be available:

- Subject to availability, adequate notice and without any guarantee, WEXPRESIF may be able to fit the person into another session that week.
- Missed sessions, courses, workshops cannot be carried over to the next Term/event without prior written consent (online or actual document)

4. Changes to sessions, courses or workshops and Cancellation

WEXPRESIF may cancel this Agreement at any time and for any reason whatsoever. If the Agreement is cancelled by WEXPRESIF the unused portion of the Fee will be refunded to the customer.

If for any reason a session, course or workshop is unable to run, then WEXPRESIF will, at its sole option, either (i) reschedule the session by adding another or (ii) will refund the Fee for that session, course or workshop.

5. Attending a session, course or workshop – Code of Conduct

In order to create a relaxed and comfortable environment for all attendees, we ask that you comply with the code of conduct below:

- All sessions, courses and workshops will start on time and people must arrive
- The WEXPRESIF environment is relaxed and sociable.

6. Responsibilities

The participant is aware that

- the information set out in the Booking whether completed and or accepted/signed by the participant is accurate in all respects and will notify WEXPRESIF of any change in such information immediately.

7. Limitation of Liability

WEXPRESIF shall not be responsible for any loss that a participant suffers as a result, except for those losses which it could reasonably foresee would result from the failure to comply with these Terms and Conditions.

WEXPRESIF shall not be responsible to the participant for losses that result from its failure to comply with these Terms and Conditions including, but not limited to, losses that fall into the following categories:

- loss of income or revenue;
- loss of business;
- loss of anticipated savings; or
- loss of data.

- This clause shall not prevent claims for foreseeable loss of, or damage to, the participant's physical property.

This clause does not exclude or limit in any way WEXPRESIF liability for:

- death or personal injury caused by our negligence; or
- fraud or fraudulent misrepresentation; or
- any breach of obligations under the Consumer Rights Act 2015
- any other matter for which it would be illegal or unlawful for WEXPRESIF to exclude or attempt to exclude its liability.

The participant agrees that any claim against WEXPRESIF or any teacher, practitioner, employee or agent of WEXPRESIF must be brought within 60 days of the event that gave rise to such claim. The participant agrees any claim made thereafter should be discussed.

The participant acknowledges, warrants and undertakes that the maximum aggregate liability of WEXPRESIF to the participant under these Terms and Conditions shall not exceed the Fee paid.

All warranties and conditions whether implied by statute or otherwise are so far as is permitted excluded from these Terms and Conditions.

8. Data Protection

WEXPRESIF acts a Data Controller in relation to services supplied under these Terms and Conditions and the person responsible for data protection matters is **Joan Toall**.

WEXPRESIF will adhere to all applicable data protection laws and always stores data sent to us in a secure manner.

9. Personal Data

Once our relationship with you as a user of our sessions has terminated, we will retain personal information only to comply with legal requirements, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, enforce our Terms and Conditions, and take any action permitted by law.

We do not pass participants/clients/customers information to any third parties. Your data will not be used or sold outside of the agreed Terms and Conditions.

10. Fair Processing Notice or Audio or Visual Records and Photographs

WEXPRESIF may take and use audio or visual recordings and photographs of you (only with consent) for the following purposes:

- to be displayed on the WEXPRESIF website;
- to be displayed on WEXPRESIF administered social media platforms;
- general publicity purposes