# Terms and Conditions

These terms are set in addition to the full terms found at <a href="https://livelongltd.com/terms">https://livelongltd.com/terms</a>

If you disagree with any of these terms and conditions, please do not use this website

'Participant' - The person booking and taking part in the activity

**'Contractor'** – Livelong Health & Wellness Limited, Hill Farm, Silver Hill, Hintlesham, Ipswich IP8 3NJ

**'Booking Agent''** – Promotion Line Limited, Oak Barn Offices, Thoringotn Street, Stoke by Nayland, Suffolk, CO6 4SP

## **Booking**

When you book an event, you are agreeing to pay all charges for your booking and any other items identified during checkout (collectively, 'total price'). In addition to these terms, you will be subject to, and responsible for complying with, all terms of the reservation, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the itinerary or during checkout that apply to the reservation. It is your responsibility to read and understand these rules, standards, policies, and requirements prior to booking the event.

Bookings must be reserved with a valid credit or debit card with a 100% payment taken at the time of the booking.

Credit or debit cards which are unable to be charged will result in the reservation being null and void.

The booking entitles you to participate in or attend for the duration of the event specified and activities included within the specified itinerary.

Participants must be 18 years and over.

# **Our Agreement**

A contract (our agreement) is formed when we receive the required payment and you have received the confirmation. If you do not receive a confirmation within 24 hours, please contact us immediately.

Required payment means either the required deposit or the full amount due for your event activity.

Our agreement with you binds you, (the person named on the confirmation), and all members of your party. You must ensure that all members of your party are aware of and accept all of this agreement.

We will send you, an email confirmation showing the price for your event and any additional charges. It will also detail payments received and due.

#### The Price

All prices are inclusive of VAT unless explicitly stated otherwise. All prices are in GBP.

The price of the event is fully inclusive of accommodation, food and drink, airport transfers and specified activities within the itinerary.

The price **does not** include flights, personal travel/medical insurance.

## **Payment**

We will be responsible for managing your payment and ensuring the completion of your transaction with our booking agency.

Payments are accepted via the website by credit or debit card (VISA, MasterCard, American Express, Maestro, Electron). We do not accept cheques or Union Cards.

We do offer a buy now, pay later option via Klarna. At booking payment stage you will be redirected to the Klarna payment page to pay. If you choose a deferred payment option, Klarna may collect additional information for risk assessment and approval. After providing payment details to Klarna, the transaction succeeds, and you will be redirected back to your website.

# **Adjustments**

Please check the details on the confirmation carefully. If any of the details are incorrect, you must inform the booking agent as soon as possible at <a href="mailto:tparry@livelongltd.com">tparry@livelongltd.com</a>

The contractor may change any set dates and times at any time.

The Contractor is within rights to amend the agreement forthwith, if during an activity the participant is not capable, physically or otherwise, of continuing the activity, as determined by the Contractor who has full and sole discretion to do so at all times. The Contractor is not liable for any damage and/or injury sustained by the participant. Nor is the Contractor obliged to refund the payments made by the participant and agreed upon in the contract.

Irrespective of the above stipulations, the contractor is within rights to modify the contract in case of extreme circumstances, for example in case of emergencies.

#### Cancellation

The participant may cancel the agreement at any time. However, the amount refunded will be dependent on the number of days prior to the event start date that notification of cancellation is received. Deposits are non-refundable.

More than 70 days

Between 69 days and 56 days

Between 59 and 28 days

100% refund less deposit

50% refund less deposit

25% refund less deposit

Within 28 days No refund

To cancel the booking, the participant must notify the contractor in writing to the following email address <a href="mailto:tparry@livelongltd.com">tparry@livelongltd.com</a>

The participant is entitled to nominate a replacement participant in case of cancellation, up to 48 hours before start of the activity provided by the contractor. In case the replacement candidate is accepted by the contractor and a valid agreement between the contractor and the replacement candidate has been realised, then the participant will owe no penalty to the Contractor. The participant, however, does remain jointly and severally liable, besides for the replacement participant, for all obligations arising from both contracts against the Contractor. Cancellation and / or nomination of a replacement candidate by the participant must be in writing.

The Contractor is entitled to terminate the agreement and cancel the event if 7 days before the starting date of the activity less than the minimum number of participants signed up. If the contractor makes use of this power, then the participant will recover any payments. Nevertheless, the participant is not entitled to interest or compensation for other damages.

The Contractor is entitled to terminate the agreement immediately if, during an activity, the participant does not have the required physical condition to continue the activity. Contractor is not liable for any damage as a result. Nor is the contractor obliged to return the implementation of the contract payments made by the participant.

The contractor shall be entitled to terminate the contract immediately if the participant does not follow the guidelines and / or instructions given in the context of safety. Contractor is not liable for any damage as a result. Neither is the contractor obliged to return the payments made by the participant for the completion of the agreement.

#### Information and documentation

The participant responsible for informing the contractor of any medical, physical or mental conditions, or other circumstances that may impact the ability to participate in any of the scheduled activity. This includes the use of alcohol, drugs or medication, as these can lead to discomfort, danger or risk to the participant, contractor or other participants.

The participant is required to have all relevant documentation, such as a valid passport to allow them to travel to the event destination

The participant is responsible for obtaining any information and documents from the authorities that are required in order the participate in the activity.

# Liability and insurance

The condition for the existence of any right to compensation is always that the damage must be reported in writing by the participant to the Contractor as soon as possible after its occurrence. Any claim to damages against the Contractor shall be extinguished by the mere lapse of three months after the claim arises.

The participant shall safeguard the contractor against all claims from third parties.

The provisions of this article and all other restrictions and exclusions of liability set out in these terms and conditions shall also apply to the benefit of all (legal) persons with whom the Contractor works with to execute the agreement.

The participant is jointly liable for all obligations deriving from the agreement. Similarly, with respect to any other persons for which the Contractor has booked/organized an activity.

The participant shall be adequately insured for all damages and any consequential damage on all possible claims that may arise during the activity and will stay adequately insured during the execution of the agreement.

The participant shall in any case have the following insurances (I) health insurance (II) liability (including liability for damage caused to persons and / or property owned by the participant) and (III), travel and / or mountaineering insurance (IV) an insurance on loss and damage to property and affairs of both participant and Contractors (causes including fire and theft).

Notwithstanding the foregoing clauses, the amount for which the Contractor could possibly be liable cannot exceed the amount that its insurer remunerates for the case

#### **COVID 19**

You do not need to demonstrate your COVID-19 vaccination status, or show a negative COVID-19 test result to enter Poland as of 16<sup>th</sup> March 2023

Please make sure to read the travel restrictions imposed by the government. It is the participants responsibility to ensure this status does not change before the date of travel and allow time for test results to come back, if required.

#### **Guest Consideration**

We politely ask all our participants respect each other. We may ask you and/or any member of your party to leave immediately if your/their conduct is considered by us to be inappropriate, likely to cause harm or discomfort to other participants, us or our staff, or is likely to breach this term/policy. No refunds will be given in these circumstances.

# **Privacy Policy**

#### Introduction

Welcome to 'our' privacy notice.

We respect your privacy and are committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

It contains important information on who we are and how and why we collect, store, use and share your personal information. It also explains your rights in relation to your personal information and how to contact us or supervisory authorities in the event you have a complaint.

We collect, use and are responsible for certain personal information about you. When we do so we are subject to the General Data Protection Regulation, which applies across the European Union (including in the United Kingdom) and we are responsible as 'controller' of that personal information for the purposes of those laws.

### 1. Important information and who we are

### Purpose of this privacy notice

This privacy notice aims to give you information on how we collect and process your personal data through your use of this website, including any data you may provide through this website when you fill in our contact form, sign up to our newsletter, purchase a product or service or take part in a competition.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

#### Controller

Livelong Wellness Ltd and its associated companies Parry Physical Health Ltd and Long Melford Osteopaths Ltd are the controller and responsible for your personal data (collectively referred to as , "we", "us" or "our" in this privacy notice).

If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact us using the details set out below.

#### **Contact details**

Our full details are:

Livelong Wellness Limited

Person to contact: Business Manager

Email address: team@livelongltd.com

Postal address: Hyntle Barn Clinic, Hill Farm, Silver Hill, Hintlesham IP8 3NJ

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). However, we care deeply about your data protection rights and we would appreciate the chance to deal with your concerns before you approach the ICO so please contact us using the details above in the first instance.

# Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

### Third-party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

# 2. The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes first name, last name, username or similar identifier, title, date of birth and gender.
- **Contact Data** includes billing address, delivery or postal address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details.
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature.

# 3. How is your personal data collected?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you (where applicable):
  - apply for our products or services;
  - create an account on our website;
  - subscribe to our service or publications;
  - o request marketing to be sent to you;
  - o enter a competition, promotion or survey; or
  - o give us some feedback.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies.
- **Analytics** We may receive technical personal data about you from analytics providers such as Google.
- We may receive Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as Paypal.

# 4. How we use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	<ul><li>(a) Identity</li><li>(b) Contact</li><li>(c) Financial</li><li>(d) Transaction</li><li>(e) Marketing and</li><li>Communications</li></ul>	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy	(c) Profile (d) Marketing and	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate

(b) Asking you to leave a review or take a survey		interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a competition or complete a survey	<ul><li>(a) Identity</li><li>(b) Contact</li><li>(c) Profile</li><li>(d) Usage</li><li>(e) Marketing and Communications</li></ul>	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	<ul><li>(a) Identity</li><li>(b) Contact</li><li>(c) Profile</li><li>(d) Usage</li><li>(e) Marketing and Communications</li><li>(f) Technical</li></ul>	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	<ul><li>(a) Identity</li><li>(b) Contact</li><li>(c) Technical</li><li>(d) Usage</li><li>(e) Profile</li></ul>	Necessary for our legitimate interests (to develop our products/services and grow our business)

# Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

## **Promotional offers from us**

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us or if you provided us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

# Third-party marketing

[We will get your express opt-in consent before we share your personal data with any third party][We do not share your personal data with any third parties].

## Opting out

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us http://livelongltd.com/contact at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

#### **Cookies**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see our cookie policy

## **Change of purpose**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## 5. Disclosures of your personal data

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above:

- External Third Parties such as service providers, professional advisers, HMRC and regulators; and
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

#### 6. International transfers

To deliver services to you, it is sometimes necessary for us to share your personal information outside the European Economic Area (EEA), eg:

- with our service providers located outside the EEA;
- if you are based outside the EEA;
- where there is an international dimension to the services we are providing to you.

These transfers are subject to special rules under European and UK data protection law.

These non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. We will, however, ensure the transfer complies with data protection law and all personal information will be secure. Our standard practice is to use standard data protection contract clauses that have been approved by the European Commission. Please contact us using the details above if you wish to obtain a copy of those clauses.

If you would like further information please contact us using the contact details in clause 1 above.

## 7. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

#### 8. Data retention

# How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

If you use our products or services we shall retain your personal data for the time you are our client and for 3 years afterwards. If you are not a client we shall retain your data for 2 years following your last engagement with us.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see 'Request erasure' below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 9. Your legal rights

Under certain circumstances, you have the following rights under data protection laws in relation to your personal data:

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please contact us http://livelongltd.com/contact.

# No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

Changes to this privacy notice

We may change this privacy notice from time to time – when we do we shall inform you via our website.