



Terms & Conditions

Welcome to the Feel Free website (www.feelfree.org.uk).

The following paragraphs provide the terms and conditions for access to the Programme materials and the terms upon which you agree to use and interact with the Website and services. Please read these Conditions carefully before using the Website. By using the Website you agree to be bound by these Conditions. If you do not agree to these Conditions you should not access the Website. You should print a copy of these Conditions for future reference. If you have any questions relating to these Conditions please contact us on 0844 415 2420 between 9.00am and 5.00pm Monday to Friday or e-mail info@feelfree.org.uk.

Definitions

When reviewing these terms and conditions, the following definitions will apply to capitalised words, unless either otherwise expressly stated or required by the context of use: "Conditions" means these terms and conditions; "Programme" means the course information indicated on the Website; "Product Description" means that part of the Website where certain specific description and, from time to time, terms and conditions in respect of the Programme are provided; "Users" means the users of the Website collectively; "We/us" means Purple Orchid Health Ltd; "Website" means the website located at www.feelfree.org.uk or any subsequent URL which may replace it.

Information about us

www.feelfree.org.uk is a website operated by Purple Orchid Health Ltd. We are a company registered in England and Wales under company number 09924529 and with our registered office at Albany house, 14 Shute End, Wokingham, Berks, RG40 1BJ. Our trading address is Purple Orchid Health Ltd, PO box 15079, Dunblane, FK15 5BA. Our VAT number is GB 331 9840 96.

Use of the Website

Registration and Access

By placing a request through the Website, you warrant that: (a) you are at least 18 years old; (b) you are resident in the United Kingdom or Ireland or USA and are accessing the Website from either the United Kingdom or Ireland or USA; (c) any personal information that you provide to us when using the Website is true, accurate, current and complete in all respects; (d) you will notify us immediately of any changes to your personal information by contacting us on 0844 415 2420 between 9.00am and 5.00pm Monday to Friday or e-mail info@feelfree.org.uk; and (e) you agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. The Website is available only to individuals and others who meet our terms of eligibility. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw, deny access to or modify the service we provide on the Website without notice. We will not be liable if, for any reason, the Website is unavailable at any time or for any period. You are provided with access to the Website in accordance with these Conditions and any requests placed by you must be placed strictly in accordance with these Conditions. We do not guarantee that the

Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

Privacy Policy

The Website is made available to you in accordance with our Privacy Policy. The information set out in the Privacy Policy is important and provides details of the personal information we collect about you, why we collect it, how we use it, and when we share it with third parties. You can browse the Website without providing any personal information, but if you choose not to provide us with certain personal information, this may result in your being unable to use certain services or features offered by us.

Our rights

We reserve the right to: modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

Third party links

To provide increased value to our Users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for: the privacy practices of such websites; the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources; use others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

If we provide links from the Website to other websites from which you can buy products you should note that your purchase will be subject to the terms and conditions of such other website.

General

Our Liability

If we fail to comply with these Conditions we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Conditions or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you or us at the time of your use of the Website. We do not in any way limit or exclude our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that we cannot lawfully limit or exclude.

Intellectual property and right to use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Compliance with laws

You agree to use the Website and Products only for lawful purposes and in a lawful manner.

Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your legal rights.

Notices

All notices given by you to us must be given to info@feelfree.org.uk or Purple Orchid Health Ltd, PO box 15079, Dunblane, FK15 5BA. We may give notice to you at either the e-mail or postal address you provide to us. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, which such e-mail was sent to the specified e-mail address of the addressee.

Law and Jurisdiction

These Conditions are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim arising out of your use of the Website. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.