

## **CALMER SELF - TERMS AND CONDITIONS**

### **1. THESE TERMS**

- 1.1 What these terms cover.** These are the terms and conditions on which we deliver our treatments to you.
- 1.2 Why you should read them.** Please read these terms carefully before you submit you engage with us. These terms tell you who we are, how we will deliver our treatments to you, how you and we may change the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1 Who we are.** We are Calmer Self, operating as a sole practitioner in England and Wales.
- 2.2 How to contact us.** You can contact us by writing to us at Nadine@calmerself.co.uk
- 2.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us.

### **3. OUR CONTRACT WITH YOU**

- 3.1** Our contract with you consists of these terms and conditions and the client consultation form
- 3.2** Our contract commences on the date of your first consultation / treatment with us and shall apply to all treatments undertaken by us, regardless of whether you have provided written confirmation of your acceptance of these terms.
- 3.3** By undertaking one or more treatments for you does not oblige us to provide you any additional treatments.

### **4. YOUR RIGHTS TO AMEND THE CONTRACT BETWEEN US**

- 4.1** If you wish to make a change to the treatments you require, please contact us. We will try and accommodate all reasonable requests and we will advise you of any changes this may require to the timing, dates or price of the treatment.

### **5. OUR RIGHTS TO AMEND THE CONTRACT BETWEEN US**

- 5.1** It may be necessary for us to make changes to these terms and conditions or the treatments we provide to;
  - a) to reflect changes in relevant laws and regulatory requirements or to co-operate with all reasonable directions from a regulatory authority
  - b) to reflect amendments in health and safety requirements
  - c) to amend or enhance the treatments we provide

### **6. OUR TREATMENTS**

- 6.1** The treatments we provide are set out on our website at [www.calmerself.co.uk](http://www.calmerself.co.uk).
- 6.2** All treatments are delivered using all reasonable skill and care and in accordance with industry standard best practice.
- 6.3** Treatments may be delivered in the Calmer Self treatment room, a 3<sup>rd</sup> party treatment room or remotely, ie at your home or a location of your choice where we are not physically present in the same room.
- 6.4** All treatments will start with an initial consultation, which will either take place in person or by telephone.
- 6.5** Treatment times will be agreed and confirmed in writing by us. Once times and dates for treatments are agreed then they shall only be amended in accordance with these terms and conditions.
- 6.6** If you book a package or multiply treatments then you agree to be guided by us as to the frequency of treatments to best suits your requirements.
- 6.7** In order for us to provide you our treatments you shall ensure that;
  - a) all information you provide to us is full and accurate and shall continue to be updated, if necessary, throughout the treatment sessions

- b) you shall not stop taking any existing medications or cease following any medical advice as a result of our treatments without first obtaining professional medical advice.
- c) You acknowledge that we cannot nor do we claim to cure or treat any medical condition
- d) You shall advise us of any positive or negative reactions to our treatments so we can modify any further treatments.
- e) You are responsible for ensuring that any treatment undertaken remotely, is undertaken in a safe and suitable environment.
- f) You understand that some of our treatments may result in you falling asleep or achieving a deep state of calm and relaxation. You shall take appropriate precautions and actions including but not limited to setting an alarm to wake you up after a treatment, ensuring that there are no hazards in at your location, ie leaving a cooker on, ensuring doors are locked if appropriate.

## **7. TREATMENT FEES AND PAYMENT TERMS**

- 7.1** The fees for our treatments are set out on our website at [www.calmerself.co.uk](http://www.calmerself.co.uk)
- 7.2** The fee for the treatment shall be paid in advance by a bank transfer at least 48 hours prior to your treatment commencing.
- 7.3** Packages or multiple treatments may be paid in installments as agreed between us.
- 7.4** Failure to make the payment for the fee may result in your treatment having to be postponed.
- 7.5** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time.

## **8. CANCELLATION PROVISIONS**

- 8.1** We may cancel a treatment or package of treatments for the following reasons;
  - a) events outside our reasonable control
  - b) you have provided us information where in our sole opinion we feel the treatment proposed is no longer suitable for you.
  - c) we do not believe that you are in a safe and suitable location to undertake a remote treatment.
  - d) You have failed to make a payment in accordance with clause 7.2
- 8.2** In the event we have to cancel a treatment or package of treatments then where appropriate we shall reschedule the treatment as soon as possible at a date and time suitable to us both.
- 8.3** You may cancel your treatment date and time up to 48 hours prior to the treatment,
- 8.4** If you cancel your treatment with less than 48 hours prior to your treatment date and time then we are entitled to retain 50% of the treatment fee. The remaining 50% fee shall be refunded within 2 working days or shall be carried forward for your rescheduled treatment.

## **9. IF THERE IS A PROBLEM WITH THE TREATMENT**

- 9.1** We pride ourselves on providing a professional and calming service. If you have any questions or in the unlikely event you have a complaint about the treatment, please contact us at [Nadine@calmerself.co.uk](mailto:Nadine@calmerself.co.uk) and we will aim to find an amicable solution within 10 working days.

## **10. OUR LIABILITY TO YOU**

- 10.1** We are responsible for loss or damage you suffer that is a foreseeable result of our negligence. Such liability whether in contract or tort shall be limited to the value of the treatment fees.
- 10.2** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence

## **11. DATA PROTECTION**

- 11.1** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website [www.calmerself.co.uk](http://www.calmerself.co.uk)

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1** All Intellectual Property Rights (IPR) including copyright in the treatments and any documents or materials in whatever paper or electronic format shall at all times remain the property of Calmer Self
- 12.2** Nothing in this contract shall permit you to copy, amend or use in any way whatsoever our IPR, this includes but is not limited to recording any of the treatment sessions without our the prior written approval.
- 12.3** If we supply you with any materials relating to our treatments then these shall be for your personal use only and shall not be copied, or sold or be permitted to be used by any third party.

### **13 CONFIDENTIALITY**

- 13.1** Both parties undertake to keep confidential any confidential information, which shall be deemed as any information exchanged between us during a treatment or any information regarding the treatments or specific information about either party obtained under or in connection with this contract
- 13.2** Any disclosure of any confidential information, is not permitted unless the disclosing party has obtained prior written approval.
- 13.3** Each party shall notify the other party immediately of any disclosure or suspected disclosure of any confidential information and both parties shall provide all necessary assistance to the other to terminate any disclosure or misuse of any Confidential Information.

### **14. OTHER IMPORTANT TERMS**

- 14.1** This contract is between you and us. No other person shall have any rights to enforce any of its terms
- 14.2** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.3** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to delivery the treatments we can still require you to make the payment at a later date.
- 14.4** This Agreement constitutes the entire agreement between the parties and replaces all other terms and conditions, undertaking and agreements howsoever agreed. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law
- 14.5** In the unlikely event of a dispute then both parties agree to attempt to resolve the matter in accordance with clause 9.1, if this process fails to find an amicable solution the both parties agree to submit the dispute to an independent mediation provider prior to engaging formal court proceeding.
- 14.6** This Contract shall be governed by English law and both parties' consents to the exclusive jurisdiction of the English courts in all matters regarding it.