

Terms & Conditions

These terms and conditions apply to Services provided by **Jean Powell Holistic Practitioner** which for the purpose of these terms and conditions will be referred to as “we” or “us” or “our”. You the purchaser of the service for the purpose of these terms and conditions will be referred to as “the client” or “you”.

For the purpose of these terms and conditions together **Jean Powell Holistic Practitioner** and The Purchaser together will be referred to as “party” or “parties”

Please contact info@eftemotionalhealing.net for any queries.

These terms and conditions apply to the sale of any service and/or material that is purchased from us. Please read these terms and conditions carefully before purchasing and paying for our services and print off a copy for your records.

By purchasing a service from us either online or in person you agree to the terms of this agreement. If you do not agree to these terms and conditions you must cease to continue to purchase any service from us.

1. Definitions

“Fees” means the fees paid by you to **Jean Powell Holistic Practitioner** for the Services.

“Services” means the provision of services, either online courses/ sessions or offline sessions and courses and any communication between us.

2 “you” means the individual purchasing The Services.

A description of the Services you have agreed for us to provide is confirmed either on the website at time of purchase or detailed in writing if not purchasing online. We will provide the Services with reasonable care and skill in accordance with the description that has been advised.

We reserve the right to vary or withdraw any of the Services described without notice.

By purchasing the Services, you confirm that it will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

3. Ordering Services

You can purchase Services via email or telephone.

3.1 In order to purchase any of the Services via email you must confirm the service that you are requesting.

3.2 Purchasing Services via the Telephone

To purchase a Service over the telephone please call 07590364834

3.3 When you place an order for a Service via email or telephone you are offering to purchase the Services on these terms and conditions. **Jean Powell Holistic Practitioner** reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.4 below.

3.4 If you are purchasing online then payment will be in full at the time of purchase. If booking a service via email or telephone, then the service is payable by cash or by bank transfer before the end of each session. A legally binding agreement between us and you shall come into existence when we have:

(a) received payment of the invoice from you in accordance with clause 5 below.

(b) confirmed to you in writing that your session has been booked.

4. Cancellation and Variation

4.1 Subject to clause 4.2 below, where we have accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you in accordance with clause 3.4 above, then you are permitted within 48hrs before your booked service session, to cancel your purchase of the Services with a full refund, any cancellation within 48hrs of your booked service will not be refunded.

4.2. Notwithstanding clause 4.1 there is no other right to cancel or vary your purchase of Services and any other cancellation.

5. Fees

5.1. The Fees for the Services shall be as set out and sent to you via invoice by email.

5.2. All Fees are payable immediately and before any service commences, unless otherwise agreed in writing with us.

6. Liability

6.1. No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, a replacement for conventional medical treatment. **Jean Powell Holistic Practitioner** does not treat, prescribe for, or diagnose any condition.

6.2. **Jean Powell Holistic Practitioner** does not guarantee results and results of using the service do vary.

6.3 Although **Jean Powell Holistic Practitioner** aims to provide the Services to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the services and any reliance by you on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this agreement.

6.4. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties, or other terms shall apply to the Services. Subject to clause 6.6 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6.5. Subject to clause 6.6 below, **Jean Powell Holistic Practitioner** total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant service in relation to which a dispute has arisen.

6.6. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights in the Service Materials, Online Courses and the speeches made by us are, and remain, the intellectual property of us or its licensors, whether adapted, written for or customised for the Client or not.

7.2. You are not authorised to: –

(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the service materials without prior written permission.

(ii) record on video or audio tape, relay by videophone or other means the service given

(iii) use the service material in the provision of any other course or training whether given by us or any third-party trainer.

(iv) remove any copyright or other notice of **Jean Powell Holistic Practitioner** on the service materials.

(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the service.

Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online service.

7.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive licence to use the service Materials and the software in respect of the service for the sole purpose of completing the service.

8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions. Please see Privacy Policy for further details.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

fail to pay when due your Fees.

act in an aggressive, bullying, offensive, threatening, or harassing manner towards any employee of **Jean Powell Holistic Practitioner** are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

10. Assignment

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

11. Entire Agreement

These terms and conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. Assignment

We may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion.

If you have any queries regarding these terms and conditions, please contact me: info@eftemotionalhealing.net