



- **TERMS AND CONDITIONS**
- **PUREHOLISTICS.CO.UK**

Agreement

1. Please ensure that you read this agreement carefully as not only does it form the legal relationship between us, it also provides useful information about the practical side of your therapy. When you sign this agreement (or if you fail to do so, by attending the first session), this document will constitute a legally binding agreement between us.

Sessions and cancellations

2. Our holistic therapy sessions (“Sessions”) are scheduled for the time outlined for each specific session as per the website. The

Sessions will take place at the times and on the dates that we have pre-agreed. All sessions will take place at Genesis business center, King st. Alfreton, Derbyshire unless you are notified otherwise.

2.1 Where Sessions are held in third party venues, you must comply at all times with such venue's policies and rules in relation to such venue (particularly fire safety and health and safety rules). You may be required to leave the venue if you do not comply with such policies and rules (and I shall not be obliged to refund you any amounts paid in relation to such Session).

2.2 You are responsible for your own belongings that you take to a Session and neither I nor any third party venue can be held liable for any loss, damage, theft or destruction of any of your belongings.

2.3 If you cause any loss or liability to a third party (e.g. by not complying with their policies), you must reimburse us in full and indemnify us against any claim from any third party (and associated costs and expenses (including professional fees)) arising out of your actions or inactions while at a third party venue.

3. It is very important that you turn up for the Sessions on time. Please plan to arrive early in case of heavy traffic or some other delaying factor. Unfortunately, if you arrive late for your Session, I will not be able to continue past the scheduled end time due to the scheduling of other clients (and I will not be obliged to provide any refund to you).

4. I may ask you to complete a questionnaire before we meet for the first time and at other times during our sessions. It is very important that you answer these questions honestly and

completely as these answers will be the foundation for our sessions.

5. If you need to cancel a Session, you may do so without charge if you provide at least 48 hours' notice to me. You must give me this notice by calling or texting 07492487451 you provide less than 48 hours' notice of cancellation or miss a Session, you will be charged the full payment for that Session.

Fees and payments

7. I will charge you the fee stated on the website for each specific service per session. This is payable either in advance or on the day by cash or bank transfer.

Confidentiality

8. We may discuss matters that are sensitive in nature during our sessions. Subject to clause 9 below, I will keep all of such information confidential.

9. I may disclose certain of your information in the following circumstances:

- a) Where you consent to me sharing your information.
- b) Where I am compelled to disclose your information by court or by regulations or laws.
- c) Where I consider you or somebody else to be at risk or to prevent illegal acts or harm to you or to others.

10. I keep notes of our sessions in order to refer back to you in instances when this may be useful. These notes are stored securely.

Liability – READ THIS SECTION CAREFULLY

11. Nothing in this agreement shall limit liability for death or personal injury caused by negligence or by fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

12. The Sessions shall be provided with due care, skill and ability. Other than this, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of holistic therapy, no guarantees of any particular results can be made.

13. There shall be no liability for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into this agreement.

14. My total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the sessions in the 12 months preceding any claim.

15. If I am prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, I shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

16. The provisions of this liability section shall survive termination of this agreement.

Data Protection and Intellectual Property

17. I am the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that I use within the Sessions and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that I use in the Sessions. I grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content or material used in the Sessions for the purposes for which the Sessions were provided only.

18. You may not without my prior written consent make any audio and/or visual recordings of all or any part of our Sessions.

Termination

20. I may terminate this agreement at any time on immediate notice to you. If I do so, we will provide a pro rata refund for any Sessions that have not been used at the time of termination.

General

21. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Working hours: Monday to Thursday 9 a.m. to 6.p.m.
Massage, Reflexology, Reiki
Based in Alfreton, Derbyshire