

# Terms and Conditions

## 1. These terms and conditions

- 1.1 These are the terms and conditions on which we supply the Services (as defined below) to you.
- 1.2 Please read these terms and conditions carefully before you book our Services. These terms and conditions tell you who we are, how we will provide services to you, how you and we may change or end 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 and conditions or require any changes, please contact us to discuss.

## 2. Definitions and interpretation

- 2.1 “Initial Number of Sessions” means the total sessions pre-booked by you.
- 2.2 “Per Session Fee” is the amount payable for a single session.
- 2.3 “Privacy Policy” means the privacy policy on our Website which can be found at <https://www.holisticaxis.com/privacy-policy>.
- 2.4 “Services” means the service provided by Holistic Axis in regards but not limited to Holistic Therapy & Coaching, Holistic Axis Signature Offering, Life Coaching, Youth Mentoring, Awareness & Focus Coaching, Voice Coaching, Personal Counselling, Relationship Counselling, Addiction Therapy and Coaching, Spiritual Counselling, Reiki, Chakra Balancing, Sound Therapy, Soundbaths and Leadership Coaching.
- 2.5 “Session” means a scheduled and paid one-to-one engagement or a group engagement involving the client and us, whether online or in person.
- 2.5 “Website” means <https://www.holisticaxis.com>
- 2.6 “we”, “us”, “our” means Holistic Axis Limited (‘Holistic Axis’).
- 2.7 “you”, “the client”, “your”, “yours” means the user ordering any Services from us.
- 2.8 “Writing” includes emails. When we use the words "writing" or "written" in these terms and conditions, this includes emails.

## 3. Information about us and how to contact us

- 3.1 We are Holistic Axis Limited, a company registered in England and Wales under company registration number 14945259. Our registered address is The Perch, Wesley Lane, Bicester, Oxfordshire, England, OX26 6JU.
- 3.2 You can contact us by writing to us at [contact@holisticaxis.com](mailto:contact@holisticaxis.com) or by post at the address above. Any request, notification, communication or notice under these terms and conditions may be made by Holistic Axis or on behalf of Holistic Axis via any email address of the domain [holisticaxis.com](http://holisticaxis.com) (namely, 'name or function' @[holisticaxis.com](http://holisticaxis.com)) as well as by other means such as post. However, the use of such an email address should not be relied upon as evidence that the communication has been sent by Holistic Axis.
- 3.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

## 4. Services Disclaimer

- 4.1 In choosing us to provide you with our Services, you acknowledge the following:
  - 4.1.1 The Services are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. You also understand that we are not acting as a medical professional.
  - 4.1.2 For legal purposes, you understand that life coaching and holistic therapy are unregulated industries and that we are not "licensed" by any UK body, despite the sessions taking place in England or elsewhere in English.
  - 4.1.3 Nonetheless, we hold the relevant, necessary insurance cover and are a member of the following institutions as well as hold the requisite level of qualifications and certifications and follow their codes of ethics and practice: The Association for Spiritual Integrity, The UK College of Sound Healing, The UK Reiki Federation and The Complementary and Natural Healthcare Council. You can find out more about our certifications and qualifications here: <https://www.holisticaxis.com/coaching-credentials.php>.
  - 4.1.3 You understand and agree that you are fully responsible for your well-being during your sessions and thereafter, including your choices and decisions.
  - 4.1.4 We recommend that you consult with your doctor or medical professional before booking any Sessions relating to any Services with us to assess whether the Services you wish to book will be safe for you.
  - 4.1.5 You understand that coaching is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and you will not use it in place of any form of therapy. We do offer counselling, psychotherapy and addiction therapy and coaching. If it transpires that these services are more suitable, then we can change this at your request or your approval to our recommendation.

4.1.6 You understand that all comments and ideas offered by us are solely for the purpose of aiding you in achieving the defined goals you create with us. You have the ability to give your informed consent, and hereby give such consent to us to assist you in achieving such goals and understand that results are not guaranteed.

4.1.7 You understand that to the extent our work together involves personal development, career or business, we are not promising outcomes included but not limited to trauma recovery, personal introspection, increased personal happiness, career progression, profitability and/or business success.

## **5. Data Protection**

5.1 You understand that we will protect your information as confidential unless you state otherwise in writing. If you report child abuse, elder abuse or neglect or threaten to harm yourself or someone else, you understand that necessary actions may be taken and your confidentiality agreement may be limited in this capacity. Furthermore, if we are ordered by a court to provide information or to testify, we will do so to the extent the law requires.

## **6. Data Security**

6.1 You understand that the use of technology is not always secure and you accept the risks of confidentiality in the use of email, text, phone, WhatsApp, Zoom, Jane App and any other form of technology.

## **7. Waiver**

7.1 You hereby release, waive, acquit and forever discharge us, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages you may claim to have or that you may have arising out of acts or omissions by yourself or by us as a result of the advice given by us or otherwise.

7.2 You further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to you to sign this agreement. This agreement shall bind your heirs, executors, personal representatives, successors, assigns, and agents.

## **8. Services Schedule**

8.1 The Services schedule will be arranged between us and the client and can be booked up to 3 months in advance. We will recommend the frequency of Services sessions based on a professional assessment of your individual requirements. This recommendation, or plan, is not binding and may be

altered and adjusted throughout the services period by mutual agreement, in accordance with the terms set out in this agreement.

- 8.2 We often require a minimum of 4 prebooked sessions per client.
- 8.3 Where no specific number is agreed sessions will be provided on a session-by-session basis.
- 8.4 In return for the fees payable by the client (or by a third party on their behalf), we agree to provide the services as described below and in accordance with the terms and conditions set out below. The client agrees to pay fees for the services on the terms and conditions set out below (in situations where a third party pays the fees, the third-party counts as an agent acting on behalf of the client).
- 8.5 The date that the first services session takes place shall be deemed to be the start date for the services. Where any client is unhappy with any of the terms and conditions they can contact us to discuss any concerns and see if they can be resolved before the first services session. Participation by any individual in the first services session constitutes acceptance of these terms and conditions.
- 8.6 On or around the third session, we will contact the client to ask if they wish to sign up for another 4-week period. We will keep their slot available until the end of the third session.

## **9. Format of Sessions**

- 9.1 Sessions are by phone either via Zoom, WhatsApp audio and/or video, Jane Video or by telephone direct. In all cases the client is responsible for calling us. We are open to other formats by mutual agreement. We are responsible for ensuring that we are available for consultation at agreed times.
- 9.2 The length of each session set by you at the time of booking on the appointment booking platform and paid for accordingly at the time of booking.

## **10. Session Fees**

- 10.1 Our current fees are stipulated on the website and made clear at the time of booking. We reserve the right to change these from time to time. Any payments for sessions paid in advance are honoured even if prices have risen between the point of booking and the time of session.

## **11. Dates and Times of Sessions**

- 11.1 The date and time of the first session and any subsequent session will be registered on the online booking system ("Jane App") accessible via links on the website. We agree to maintain our availability to match that presented by

Jane App, and to honour the sessions booked through the Jane App online bookings platform.

- 11.2 Sessions can only be rearranged in accordance with the section in these terms and conditions headed "Rearranging Sessions".

## **12. Payment Terms**

- 12.1 Fees can be paid via Bank transfer or direct debit using online platforms.
- 12.2 If the client pays via the online booking system, the client will receive receipts/invoices after making their payment.
- 12.3 If the client pays via bank transfer, invoices are sent to the client and a payment confirmation is provided when payment is received.
- 12.4 Fees are payable no later than 48 hours in advance of each session. Where payment has not been received by us in advance of a services session we are not obliged to provide the session.
- 12.5 Where payment is required on receipt of invoice rather than in advance, a charge may be levied for late payment.

## **13. Session Format**

- 13.1 The duration of each session is 45 minutes.
- 13.2 Before the session, we ask that you do the following:
- 13.2.1 Arrive 5 minutes before your session start time. If you are late, we will still finish on time.
- 13.2.2 If we agree to provide our services online to you, to set up the camera, laptop or mobile so that when we start the call, we are both ready to commence the session.
- 13.2.3 If we agree to provide our services online to you, to prepare a glass of water, tissues, notebook and pen.
- 13.3 During the session, we ask that you do the following:
- 13.3.1 If we agree to provide our services online, you must ensure that you are alone in the room, with no distractions, in an attempt to feel more comfortable and increase the effectiveness of the session.
- 13.3.2 Do not accept calls during the session.

## **14. Between Sessions**

- 14.1 We may assign you tasks or exercises to complete between services sessions. There is no obligation on you to complete these items of 'homework', but not doing so may slow your progress in gaining improved quality of life or achieving desired business or personal outcomes.
- 14.2 The client may contact us by phone or e-mail between sessions to seek clarification regarding anything arising from a services session or for administrative purposes (e.g. where a client needs to rearrange a services session or make a payment).
- 14.3 Additional services can also be provided between sessions but there will be an additional charge for this. We will always advise a client in advance if the nature of a client's contact is likely to incur an additional charge and no such charges will be imposed without the client's agreement.

## **15. Rearranging Sessions**

- 15.1 If a client needs to rearrange a session, they should provide us with at least 48 hours' notice. No refunds will be given to clients for unused sessions unless 48 hours' notice has been given. In exceptional circumstances we may need to rearrange a session. In those instances, we will also give you 48 hours' notice where practical.
- 15.2 Where a client pays for a session or sessions in advance they must have the services session(s) that they have paid for within 3 months of the payment or their fee is forfeited.

## **16. Notice Period**

- 16.1 You are required to provide us with a notice period of 14 working days if you wish to cancel the receipt of our Services.
- 16.2 If you decide to stop sessions immediately without notice, then you are liable to pay the respective fees for the duration of the notice period, being 14 working days.

## **17. Confidentiality**

- 17.1 Personal information or business information supplied by clients in services sessions will be treated as confidential. It will not be disclosed to a third party without the client's prior permission, save where required by law or where action might be necessary to prevent harm to the client or someone else.
- 17.2 Please refer to our Privacy Policy for more information <https://www.holisticaxis.com/privacy.php>.

## **18. Early Termination**

- 18.1 In exceptional circumstances, such as, but not limited to, illness or unavailability due to bereavement or other commitments, inappropriate behaviour by the client, actual or potential conflict of interest, or other reasons, we can decide to terminate the service to the client early or refuse or be unable to provide further services sessions to the client. In such a circumstance the client will be given reasonable notice of termination by us where practicable and will be refunded any advance payments made for services sessions not yet provided.

## **19. Responsibilities**

- 19.1 We will seek to enable the client to improve their quality of life or level of business success and to achieve their desired outcomes. Remarkable results can be achieved where you follow a clear plan in a committed way, although such results are not guaranteed.
- 19.2 You have the sole responsibility for taking important decisions in your life or business. We have no liability for any loss incurred by any client, whether financial or otherwise, following commencement of services sessions, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in trauma recovery, quality of life, career or business or to achieve their desired outcomes or goals.
- 19.3 If you choose to receive Services relating to or containing Sound Healing Therapy Treatments, it is your responsibility to inform us before booking any Sessions about any contraindications which apply to you, including but not limited to, if you are pregnant, terminally ill, suffer from epilepsy or severe mental illness, have a pacemaker or recently had a hip/joint operation. People with ear and balance problems may also be more sensitive to sound variations (Ménière's Disease).
- 19.4 If you choose to receive Services relating to or containing Sound Healing Therapy Treatments, it is your responsibility to inform us before booking any Sessions about any medical conditions or disability requirements that may affect

## **20. Variation of Terms and Conditions**

- 20.1 Where an Initial Number of Sessions is agreed, any changes to these terms and conditions intended to take effect prior to the conclusion of those Initial Number of Sessions will only have effect if agreed by both us and the client and confirmed by us in writing by email or letter. In other cases, we may change any of these terms or conditions including the Per Session Fee by giving the client one week's notice in writing by letter or email of the change(s). If following receipt of such notification of change, the client no

longer wishes to proceed with further services sessions, they may withdraw from the service immediately by giving notice in writing by email or letter and they will then be entitled to a full refund of any fees paid in advance for services sessions not yet provided. Such notice will be effective on receipt by us.

## **21. Our Responsibility for Loss or Damage Suffered by You and Exclusion of Liability for Using our Services**

- 21.1 If you are a consumer or a business client:
  - 21.1.1 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 or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
  - 21.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the digital content on our website, which will be set out in the Holistic Axis Website Terms of Use (<https://www.holisticaxis.com/website-terms-of-use.php>).
- 21.2 If you are a business client:
  - 21.2.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our services.
  - 21.2.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
    - 21.2.2.1 use of, or inability to use, our services; or
    - 21.2.2.2 use of or reliance on any content provided in our services.
    - 21.2.2.3 In particular, we will not be liable for:
      - 21.2.2.4 loss of profits, sales, business, or revenue;
      - 21.2.2.5 business interruption;
      - 21.2.2.6 loss of anticipated savings;
      - 21.2.2.7 loss of business opportunity, goodwill or reputation; or
      - 21.2.2.8 any indirect or consequential loss or damage.
  - 21.3 If you are a consumer client:

- 21.3.1 Please note that we only provide our services for domestic and private use. You agree not to use our services for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **22. Governing Law**

- 22.1 These terms and conditions and our Privacy Policy shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

## **23. Feedback**

- 23.1 We strive to provide quality Services and hope you will be pleased with the work we do for you. We constantly seek to improve our services and we monitor our service standards.
- 23.2 Feedback about the service is welcomed and can be given in writing to [support@holisticaxis.com](mailto:support@holisticaxis.com).

## **24. Other important terms**

- 24.1 We may alter or vary these terms and conditions and/or our Privacy Policy at any time without notice to you.
- 24.2 These terms and conditions together with our Privacy Policy, any order form and payment instructions constitute the entire agreement between you and us for our Services. No other terms whether expressed or implied shall form part of these terms and conditions. In the event of any conflict between these terms and conditions and any other term or provision on the Website, these terms and conditions shall prevail.
- 24.3 Any contract made for the Services is between you and us. No other person shall have any rights to enforce any of its terms. It is not intended that any of the undertakings and obligations set out in these terms and conditions shall be for the benefit of and capable of being enforced by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 24.4 Each of the clauses of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 24.5 No delay or failure on our part to enforce our rights or remedies under these terms and conditions shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.

24.6 Any materials pertaining to the services we provide to the client are strictly for the use and benefit of the client and no other individual.

**Please read the above terms carefully and ensure you understand them before signing.**

I/We accept the above terms of business and agree to abide by them and to be bound by them. We acknowledge that we have received a copy of this agreement.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_