

Rachel Goth

Hypnotherapy and Related Services Agreement

I am so pleased you have decided to use my services or resources - please read the following important terms and conditions before you commit to using them.

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

The intention is that it will bring clarity to our relationship, protect both of us and take care of the business side of things so that we can get on with the good stuff! Please let me know if there are any clauses that you do not understand or that contradict your understanding of my services.

In this contract:

'I', 'me' or 'my' means Rachel Goth.

'You' or 'your' means the person buying or using my services and resources.

If you would like to speak to me about any aspect of this contract, please contact me by e-mail at rachel@rachelgoth.com

BACKGROUND

I am a sole trader and my trading address is Unit 57576, PO Box 6945, London, W1A 6US

The 'services' provided are hypnotherapy sessions.

1 Introduction

1.1 If you buy services from me ('services') you agree to be legally bound by this contract.

1.2 If you use any of my free resources (for example podcasts, workbooks, discovery sessions or any other resources I may offer free of charge from time to time) you also agree to be legally bound by this contract as appropriate, excluding the clauses relating to payment and consumer rights legislation.

1.3 When buying any services or using any resources you also agree to be legally bound by:

1.3.1 my website terms of use and privacy policy;

1.3.2 extra terms which may add to, or replace, some of this contract, for example any specific written contract between us;

1.3.3 specific terms which apply to my services, for example programme or service descriptions which may be set out on the webpage for that programme or in email correspondence between us.

All these documents form part of this contract as though set out in full here.

2 Information I give you

2.1 Certain sections of this contract only apply to you and me if you are a 'consumer', that is if you are an individual acting for purposes which are wholly or mainly outside your business or profession. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that I must give you certain key information before a legally binding contract of sale between you and me is made (see the summary box below). I shall give you this information in a clear and understandable way either in this contract or the relevant programme or service description.

I shall give you information on:

the main characteristics of the services you are buying

who I am, where I am based and how you can contact me

the price of the services

the arrangements for payment, carrying out the services and the time by which I shall carry out the services

how to exercise your right to cancel the contract in the cooling off period if you are a consumer

my complaint handling policy

3 Signing up for my services

3.1 Below, I set out how a legally binding contract to buy services between you and me is made:

3.1.1 You place your order at the end of the checkout process by clicking on the payment link on my site, by transferring payment to my bank account or by paying using PayPal. Placing your order and making payment does not, however, mean that your order has been accepted.

3.1.2 Any quotation given by me before you place an order for services is not a legally binding offer by me to supply such services. Any prices set out in a quotation remain valid for 14 days.

3.1.3 When you decide to place an order for services with me, this is when you make a legal offer to buy such services from me.

3.1.4 I may contact you to say that I do not accept your order, for example if I do not think my services are a right for you or there has been a mistake in the pricing or description of the services, or my circumstances have changed since I gave you the quotation for the services .

3.1.5 I shall only accept your order when I confirm this to you by sending you a confirmation email or start to provide the services, whichever happens earlier. At this point:

(a) a legally binding contract will be in place between you and me, and

(b) I shall start to carry out the services as set out in the relevant programme or services description.

4 Carrying out the services

4.1 If you are a consumer you have protection under consumer rights legislation, including that the services must be carried out with reasonable care and skill.

4.2 I shall carry out the services within the time period which is set out in the relevant services description.

4.3 All sessions (including rearranged sessions) must be taken within the timeframe specified in the relevant services description or they will expire.

4.4 You can rearrange any two sessions during each programme providing you give me at least 24 hours' notice. If you give me less than 24 hours' notice, fail to turn up to a session or have already rearranged 2 sessions in a programme, you will be deemed to have taken the session and you will not be able to reschedule it or entitled to any compensation for missing it.

4.5 Sessions usually take place remotely via Zoom or any other means of communication agreed with you in advance. There may be an additional charge for face to face meetings.

4.6 Please note that I may record our calls for training purposes and administration purposes and by entering into this contract with me you consent to the recording of our calls for these purposes.

4.7 My services might be affected by events beyond my reasonable control. If so, there might be a delay before I can restart the services. I shall make reasonable efforts to limit the effect of any of those events, I shall keep you informed of the circumstances and I shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include illness, pandemics, epidemics, IT issues and problems with internet connectivity, any law or action taken by a government or public authority or if you change the services you require from me and I have to do extra preparation.

4.8 Where a session or event is due to take place in person, I reserve the right to move that session or event online where circumstances make it necessary or preferable to do so.

5 Your responsibilities

5.1 You will pay the price for the services in accordance with the relevant services description.

5.2 It is very important that I have a full understanding of your state of health. You will provide me with such information and assistance (and ensure that any information is complete and accurate) as I reasonably need to provide the services.

5.3 You and I shall agree a method of communicating with each other between sessions and adhere to that method.

5.4 My services do not include counselling or therapy (other than hypnotherapy). They may involve all areas of your life. You acknowledge that deciding how to handle any issues which may arise, the choices you make in relation to them and whether or not you follow through on any agreed action is exclusively your responsibility. For this reason, although I fully expect great results to come from our sessions, I cannot guarantee any specific outcomes or that all clients will achieve the same results. The results are entirely dependent on your commitment and the effort you put in to the programme and the actions we agree.

5.5 My role is to offer you guidance and accountability and help you make positive health and lifestyle changes in order to make progress towards your goals. The information I provide to you is not medical advice and is not intended to take the place of seeing licensed health professionals.

5.6 My services do not treat mental disorders and are not a substitute for counselling, mental health care or medical treatment of any kind. By entering into this agreement you confirm that you will not use my services in place of any form of counselling or medical treatment.

5.7 If you are currently receiving treatment from a doctor or other healthcare professional, by entering into this agreement you confirm that you have consulted with this person regarding the advisability of working

with me and that this person is aware of and supports your decision to proceed with the programme described in the relevant services description.

5.8 You will keep me informed of any changes to your medical health or personal circumstances.

5.9 Your sessions with me will involve hypnotherapy. I have been trained and certified in Hypnotherapy, by the following organisations The British Hypnosis Research and Training School and the General Hypnotherapy Register. These treatments and therapies are not licensed or regulated by a government body; they are self-regulated.

5.10 I am not a medical doctor, or a trained psychiatrist or psychologist.

5.11 After our session I may assign you some specific tasks to do which may take several days or weeks to complete. If you are assigned such tasks they are a fundamental part of your treatment and you must complete them.

6 Charges and payment

6.1 All prices quoted are [inclusive][exclusive] of VAT.

6.2 The price for the services is set out in the relevant services description.

6.3

6.3.1 I require full payment in advance in order to provide the services.

6.4 The fees are non-refundable except for:

6.4.1 if you are a consumer, your right to a 'cooling off' period, as described in clause 7 below;

6.4.2 where I cancel a programme (other than under 12.3 below) you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received.

6.4.3 In all other circumstances I am not able to refund to you any of the payments you have made, and you remain liable for the whole price of the [programme] [services] even where you do not complete your sessions with me, as;

- (a) payment is for the programme as a whole, not individual sessions;
- (b) I care about my service level and so I admit a limited number of people, therefore you are liable to pay the full cost of the programme as I shall stop marketing the programme and not allow anyone else to join it once the places have been allocated; and
- (c) This policy is also a reflection of the amount of preparation I need to put into the programme to make it most effective for you and the amount of time I shall dedicate and set aside for preparing for and attending our sessions together. This approach also helps you with your own accountability and commitment to improving your life through my coaching programme.

6.4.4 In view of my clear no-refund policy, I do not tolerate any type of chargeback threat or actual chargeback from your credit or debit card company. In the event that a chargeback is placed on a purchase or I receive a chargeback threat during or after your purchase, or after the end of the cooling off period if you are a consumer, I reserve the right to report the incident to credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as non-payment on your account which could have a negative impact on your credit rating.

6.5 Payment is via PayPal or direct transfer to my bank account.

6.6 If any of your payments are not paid on the due dates, I may charge interest on any balance outstanding at the rate of 4 percentage points a year above [HSBC Bank plc]'s base rate.

6.7 We shall give you written notice at least 28 days in advance of any increase in my fees. If the increase is not acceptable to you, you may within 10 days of the date of the notice, terminate this contract by giving written notice to me. In these circumstances the services will cease 28 days after the original notice of the price increase.

7 Cooling off period for consumers

7.1 If you are a consumer, subject to 7.3 below you have the right to cancel this contract within 14 days of signing up without giving any reason.

7.2 The cancellation period will expire 14 days after the date of the contract.

7.3 However, if you confirm to me that you wish me to start to provide the services within the 14 day cooling off period, then at this point my refund policy set out in clause 6.4 will apply and if you subsequently exercise your right to cancel during the 14 day cooling-off period you will have to pay my reasonable costs of services provided within that time. You confirm you wish me to start to provide the services within the 14 day cooling off period by doing any of the following during that time: booking a session with me for which the allocated date and time will then, also as a service, be reserved for you to the exclusion of all others; or accessing or downloading any digital resources I make available to you; or accessing any other supporting materials made available to you.

7.4 If you cancel this contract in accordance with the cooling off period in clause 7.1, I shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. However, this will only be the case if you have not confirmed to me you wish me to provide the services as specified in clause 7.3. for which you will have to pay my reasonable costs.

7.5 Digital products. In accordance with clause 7.3, by accessing or downloading any digital products within the 14 day cooling off period, you give your consent to me to provide the content and you acknowledge that by doing so, you lose your right to cancel your purchase unless the content is faulty.

8 Intellectual property

8.1 If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless I agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.

8.2 From time to time I may record live group sessions. If you participate in such sessions, you authorise me to use your image and voice in any such recordings (and to make use of such recordings in any way I think fit) without payment, other condition or need for further consent.

9 How I may use your personal information

9.1 I shall use the personal information you give to me to:

9.1.1 provide the services;

9.1.2 process your payment for the services; and

9.1.3 inform you about any similar products and services that I provide (though you may stop receiving this information at any time by contacting me).

9.2 I shall not give your personal information to any third party unless you agree to it.

9.3 See my privacy policy here www.rachelgoth.com/privacy/ for full details of how I use your information.

10 Confidential information

10.1 All information shared by you on a one to one basis will be kept strictly confidential, except when releasing such information is required by law and/or where I consider it necessary to do so because of concerns of risk to yourself or others, or to assist the prevention or detection of a crime. Such circumstances may include suicide, child sexual or general abuse or neglect, kidnapping, murder, rape treason or terrorism.

10.2 Where you participate in any group sessions, for example as part of a group programme, you agree to keep strictly confidential any information shared by participants in those group sessions and not to share it with any third parties. You will not use the confidential information of any participant of a group session for your own benefit except with the explicit consent of that participant.

10.3 The obligations in clauses 10.1 and 10.2 will not apply to information which:

10.3.1 has ceased to be confidential through no fault of either party;

10.3.2 was already in the possession of the recipient before being disclosed by the other party; or

10.3.3 has been lawfully received from a third party who did not acquire it in confidence.

10.4 You will not use any Confidential Information for profit or for your own benefit in any way.

10.5 Your and my confidentiality obligations under this clause will continue after termination of this agreement.

11 Resolving problems

11.1 In the unlikely event that there is a problem with the services, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.

11.2 I may at my option vary or re-perform the services if there is a problem and the terms of this agreement will apply to any re-performed services.

11.3 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12 End of the contract

12.1 If a services description specifies a length of time for services to be provided then subject to clause 12.3 below, the services will terminate at the end of that timeframe

12.2 If I provide services to you on an ongoing basis and the relevant services description does not specify a timeframe then either you or I may terminate the services by one month's written notice to each other.

12.3 Either you or I may terminate the services and this contract immediately if:

12.3.1 the other party commits any material breach of the terms of this contract or a services description and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that the services and this contract will be terminated if the breach is not resolved; or

12.3.2 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.

For the purposes of this clause, any breach by you of the rules governing your participation in my Facebook Group or any other Group hosted by me on another social media platform, constitutes a material breach of this contract which is not capable of being resolved.

12.4 If I decide in my absolute discretion that we are not a good fit for each other, I may terminate this contract immediately on notice, in which case I shall give you a partial refund for any elements of the services which you have paid for in advance and which you have not received.

12.5 If this contract is ended it will not affect my right to receive any money which you owe to me under this contract and it will not operate to affect any provisions that expressly or by implication survive termination.

13 Limit on my responsibility to you

13.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury caused by negligence), I am not legally responsible for any:

13.1.1 losses that:

(a) were not foreseeable to you and me when the contract was formed which means any losses that might have been sustained by you that would not ordinarily be sustained by a client in your industry;

(b) were not caused by any breach of these terms on my part; and

13.1.2 business losses, including loss of business, business interruption, loss of profits, loss of management time and loss of business opportunity.

13.2 My total liability to you is limited to the amount of fees paid by you for the services and you confirm your understanding that the price of my services is calculated bearing in mind this limit on my liability. If you would like me to assume a greater degree of potential liability, please contact me for a revised price for my services].

14 Disputes

14.1 I shall try to resolve any disputes with you quickly and efficiently.

14.2 If we cannot resolve a dispute using my internal complaint handling procedure and either of us want to take court proceedings, the courts of England and Wales have exclusive jurisdiction in relation to this contract.

14.3 The laws of England and Wales will apply to this contract.

14.4 In the event of a dispute between us, you and I agree not to engage in any conduct or communications, including on social media, designed to disparage my or your website, products and services.

15 Entire agreement

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of me which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16 Third party rights

16.1 No one other than a party to this contract has any right to enforce any term of this contract.