

Stacey Barber

HYPNOTHERAPY

TERMS AND CONDITIONS

STACEY BARBER LTD – t/a Stacey Barber Hypnotherapy

Updated October 2024

1. Definitions

- **Client:** Refers to the individual receiving the services.
- **Service Provider:** Refers to Stacey Barber Hypnotherapy, operated by Stacey Barber Ltd.
- **Product:** Refers to "The Purposeful Professional Program."
- **Program Start Date:** The date on which the Client registers for "The Purposeful Professional Program."
- **Cooling-Off Period:** The 14-day period following the Program Start Date during which the Client may cancel the program for a full refund, provided no services have been used. (This is a specific time frame where you can cancel the program and receive a full refund if no services have been used.)
- **Ad Hoc Basis:** A service or session arranged specifically upon request and subject to availability. (This means services are provided only when specifically requested, not on a regular schedule.)
- **Session:** Refers to a single, 60-minute online hypnotherapy appointment provided as part of the program.
- **Pre-Recorded Video Training:** Digital content provided as part of the program, accessible at the Client's convenience.
- **Force Majeure Event:** Circumstances beyond the control of either party, such as natural disasters, strikes, or other events that prevent the fulfilment of obligations under this agreement. (This refers to unexpected events like natural disasters that prevent either party from fulfilling their obligations.)
- **Confidential Information:** Any information disclosed by either party during the hypnotherapy sessions that is not publicly known and is considered personal or sensitive. (This means private or sensitive information shared during sessions that isn't publicly available.)
- **Cancellation Notice Period:** The minimum time required for the Client to provide notice for rescheduling or cancelling a Session without incurring a loss of that Session, which is 24 hours.
- **Non-Transferable:** Indicates that the rights and obligations under these Terms and Conditions cannot be transferred to another party by the Client without the prior written consent of the Service Provider. (This means that the rights cannot be given or sold to another person.)
- **Sub-Licensable:** Indicates that the Client may not grant any sub-license or transfer any rights in the program materials without express permission from the Service Provider. (This means that you cannot grant others permission to use the program materials.)
- **Digital Content:** Any electronic material, such as videos, documents, or other resources provided to the Client as part of the program. (This includes materials provided electronically, such as videos and documents.)
- **Client's Consent:** The explicit agreement by the Client, either written or verbal, for any specific actions or uses outlined in these Terms and Conditions.

2. Interpretation

Unless otherwise specified, words in the singular include the plural and vice versa. Any reference to a person includes individuals, partnerships, corporations, and other legal entities. References to "he," "she," or "it" shall include any appropriate gender and include both natural and legal persons.

3. Information About Us

Stacey Barber Ltd, trading as Stacey Barber Hypnotherapy, is a company registered in England and Wales (Company Registration Number:13919968.) Our registered office is located at 7 Bell Yard, London, WC2A 2JR.

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4. License Grant

- 4.1 In consideration of your payment, we hereby grant you a license to use the purchased "The Purposeful Professional" ("the Product"). This license is limited, revocable, non-exclusive, sub-licensable, and non-transferable, and is subject to the rights and obligations granted under these Terms and Conditions. (Note: "Sub-licensable" means that you cannot grant others permission to use the program materials without express permission from the Service Provider.)
- 4.2 All content provided as part of 'The Purposeful Professional Program,' including but not limited to Pre-Recorded Video Training, documents, and materials, remains the intellectual property of Stacey Barber Ltd. Clients are granted a limited, revocable license to use these materials for personal purposes only. Reproduction, distribution, or use for commercial purposes is strictly prohibited. (Note: "Intellectual Property Rights" means that these materials belong to Stacey Barber Ltd. and cannot be copied or shared without permission.)

5. Program Details

"The Purposeful Professional Program" is a 12-week program that begins on the day the Client signs up (the Program Start Date). This program includes:

- 5.1 Access to Pre-Recorded Video Training sessions, which are Digital Content available at the Client's convenience, will end when the Client leaves "The Purposeful Professional Program."
- 5.2 10 one-on-one online hypnotherapy Sessions, each lasting 60 minutes, scheduled between Monday to Friday at 8 pm (UK time) or on weekends with various time slots. Other times may be available on an Ad Hoc Basis but are not guaranteed. (Note: "Ad Hoc Basis" means services are provided only when specifically requested, not on a regular schedule.)

6. Booking and Conduct of Hypnotherapy Sessions

- **Booking:** Sessions must be booked directly with the Service Provider. Availability is on a first-come, first-served basis.
- **Conduct:** Hypnotherapy Sessions will be conducted in a safe, confidential, and professional manner.

7. Payment Terms

Full payment for "The Purposeful Professional Program" is due before the commencement of the program unless otherwise agreed in writing.

Failed or Overdue Payments: Clients must resolve any payment issues within 48 hours. Failure to do so may result in suspension of access to Digital Content and the community group until outstanding payments are cleared.

8. Cancellation and Rescheduling Policy

- 8.1 **Program Cancellation:** Clients may cancel their participation within the 14 day Cooling-Off Period, provided no services have been utilised. A full refund will be issued. If any part of the service has commenced, the refund will be reduced to cover the cost of the services provided up to the point of cancellation. (Note: "Cooling-Off Period" refers to a specific time frame where you can cancel the program and receive a full refund if no services have been used.)
- 8.2 **Session Rescheduling or Cancellation:** Clients must provide at least the Cancellation Notice Period (24 hours) in writing to reschedule or cancel a Session. Failure to do so will result in the Session being forfeited. Confirmation of any changes will be provided in writing by the Service Provider.
- 8.3 **No Refund Policy After Access Begins:** No refunds will be provided once the Client has accessed any Pre-Recorded Video Training or participated in a Session, except during the Cooling-Off Period under the specified conditions.

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9. Termination

The Service Provider reserves the right to terminate the Client's participation in 'The Purposeful Professional Program' without notice if the Client breaches any of the terms outlined herein, including but not limited to, failure to make payments or violation of community guidelines.

10. Confidentiality

All Confidential Information shared during hypnotherapy Sessions will be treated as confidential, except where disclosure is required by law. (Note: "Confidential Information" refers to private or sensitive information shared during sessions that is not publicly available.)

11. Disclaimer

Hypnotherapy is not a substitute for medical or psychological treatment, and the Service Provider does not diagnose or treat medical conditions. Clients are advised to consult a medical professional before beginning hypnotherapy, particularly if they have pre-existing medical conditions. Hypnotherapy is unsuitable for individuals with certain conditions, such as psychosis, schizophrenia, or severe mental health disorders, and those individuals should seek medical advice before engaging in any hypnotherapy services. Additionally, no specific outcomes can be guaranteed, as results may vary from client to client and depend on multiple factors beyond the Service Provider's control.

12. Limitation of Liability

The Service Provider is not liable for any indirect or consequential loss or damage arising from the services provided. This limitation of liability does not exclude liability for death or personal injury resulting from negligence.

13. Force Majeure

Neither party shall be liable for failure to perform any obligations due to a Force Majeure Event, including but not limited to acts of God, strikes, war, or other events beyond their control. (Note: "Force Majeure Event" refers to unexpected events, like natural disasters or strikes, that prevent either party from fulfilling their obligations.)

14. Severability

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court, the remaining provisions will continue in full force and effect.

15. Consent to Recording

By participating in live Q&A sessions as part of "The Purposeful Professional," you provide Client's Consent to being recorded. These recordings will be made available to other program members and used for service quality and improvement purposes.

16. Feedback and Testimonials

Clients agree that any feedback, reviews, or testimonials provided about their experience with "The Purposeful Professional" may be used for marketing, promotional, and informational purposes by the Service Provider. Such content may be used in any form or medium, including on the Service

Provider's website, social media platforms, promotional materials, and newsletters.

The Service Provider commits to using feedback and testimonials in an anonymous manner unless the Client provides explicit written consent to use their name, likeness, or any identifying details. Clients may request in writing that identifiable features be removed from feedback or testimonials. However, this does not revoke the

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Client's overall consent to the use of the feedback or testimonial itself for the stated purposes.

By providing feedback or testimonials, the Client grants the Service Provider a perpetual, royalty-free, worldwide license to use, reproduce, edit, and distribute the feedback, provided that any request to remove identifying features will be honoured in future uses.

17. Community Group Guidelines

Participation in "The Purposeful Professional" Facebook group is a privilege provided to members of the program to enhance their learning experience, network, and receive support from both peers and the Service Provider. All participants must adhere to the following rules and guidelines:

- 17.1 **Respectful Conduct:** All members are expected to engage respectfully and constructively. Harassment, bullying, or discrimination of any kind will not be tolerated and may result in immediate removal from the group and program.
- 17.2 **No Solicitation:** Members are prohibited from soliciting business, selling products, or promoting services directly or indirectly to other group members.
- 17.3 **Confidentiality:** Respect the confidentiality of other members. Information shared within the group is for support and learning purposes only and should not be shared outside the group without explicit permission.
- 17.4 **No Spamming:** Members should refrain from spamming or sending unsolicited messages to other group members through Facebook Messenger or any other platform.
- 17.5 **Content Sharing:** All content shared within the Facebook group, including posts, videos, and discussions, is for personal use only and should not be reproduced or distributed outside of the group.
- 17.6 **Platform Independence:** This site (www.staceybarber.com) or "The Purposeful Professional" program is not affiliated with or endorsed by Facebook Inc. The Facebook group is a tool provided for convenience and should be used in accordance with Facebook's own community standards and guidelines.
- 17.7 **Facebook Data and Privacy:** Participation in the Facebook group is subject to Facebook's Data Policy and Privacy Practices. The Service Provider is not responsible for the data handling practices of Facebook Inc.
- 17.8 **Group Removal:** Failure to comply with these guidelines may result in a warning or immediate removal from the Facebook group and potentially from "The Purposeful Professional" program without refund.
- 17.9 **Access Limitation:** Access to the Facebook Group is only available to paying members of "The Purposeful Professional Program." When a Client leaves the program, their access to the Facebook Group will be removed."

18. Governing Law

These Terms and Conditions are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

19. Agreement

By purchasing services from Stacey Barber Hypnotherapy, including "The Purposeful Professional," and signing associated documents, you agree to these Terms and Conditions.

20. Acceptance of GDPR, Privacy, and Cookies Policy

By signing these Terms and Conditions, you also agree to comply with and be bound by the Service Provider's GDPR, Privacy, and Cookies Policy. These policies outline how your data will be collected, used, and stored in compliance with UK data protection laws.

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The full policies can be viewed on our website at www.staceybarber.com/privacy-policy.

Personal data provided by the Client will be used solely for the purpose of delivering 'The Purposeful Professional Program' and related services. Data will be retained for as long as necessary to fulfill these services, unless otherwise required by law. Please refer to our GDPR Privacy and Cookies Policy for more details.

21. Updates to Terms and Conditions

The Service Provider reserves the right to update or modify these Terms and Conditions at any time to reflect changes in our services, policies, or legal requirements. Any changes to these Terms and Conditions will be communicated to clients via email and posted on our website at www.staceybarber.com.

It is the responsibility of the Client to review the Terms and Conditions periodically to stay informed of any updates. Continued use of "The Purposeful Professional Program" or any related services after such updates have been made constitutes the Client's acceptance of the updated Terms and Conditions.

If a Client does not agree with any updated Terms and Conditions, they must notify the Service Provider in writing within 14 days of receiving notice of the changes, and they may be allowed to terminate their participation in the program under the existing terms, subject to the conditions of the Cancellation and Rescheduling Policy.

Contact Information

Website: www.staceybarber.com

Email: contact@staceybarber.com

Acknowledgement

By signing below, the Client acknowledges that they have read and understood each clause of these Terms and Conditions and agree to be bound by them. The Client also confirms that they have had the opportunity to ask any questions and receive clarification regarding these Terms and Conditions before signing.

Print Full Name:

Signed:

Date: