



## Terms and Conditions of Sale

Terms and Conditions of Sale of Face to Face and Online Sessions / Packages

### 1. Our Promise

Samantha Louise Scholey trading as Coaching Within Ltd works hard to ensure that each session is planned and led to the highest standard of service. She is completely committed to helping you in your journey.

### 2. General

Coaching Within Ltd only requests details from you in order to process your enquiry and tailor the best plan for you. We will only ever use the information that we collect lawfully and are fully compliant with the Data Protection Act (2018). We will never pass on any information you give to us to a third party without your express permission or in accordance with our confidentiality policy.

### 3. Payment

If paying for a single session or a package in full, payments are to be made a minimum of 72 hours prior to the booked appointment. Forms of payment accepted: BACS, PayPal or Cash. For packages comprising two sessions and more we are happy to agree a payment instalment plan as appropriate. Instalment payment plans are provided and agreed upon only on the requirement and understanding that the total value of the package is paid for in its entirety.

### 4. Purchases & Refunds

The purchase of a session or package is binding and Coaching Within Ltd does not offer refunds or cancellations once the programme has commenced. This includes sessions and packages that are left uncompleted.

### 5. Cancellation Policy

5.1 Coaching Within Ltd understands that due to unforeseen circumstances, it may sometimes be necessary to cancel appointments. Our policy requires 48 hours' notice for the cancellation of a session. Cancellations made within 48 hours of an appointment will incur 50% of the session fee. Cancellations made within 24 hours of an appointment will require 100% of the fee to be paid.

5.2 If an emergency or unavoidable situation leads to Coaching Within Ltd having to cancel your appointment, a full refund for the session cancelled will be provided, or appointments re-arranged.

### 6. Late Arrival

Please inform us that you are late as soon as you can. If we are able to, we will try and provide you with your full appointment time allocation. However, if this is not possible, the full session fee remains due and no part-refund will be made.

## **7. Contact Between Appointments**

We are available to be contacted between scheduled sessions. Email or text contact is our preferred option and we will always aim to respond to you within 48 hours. Should substantial regular contact be required, additional fees will be discussed as appropriate.

## **8. Confidentiality**

8.1 Coaching Within Ltd acknowledges that in the course of the sessions, you may share personal and confidential information and we agree not to use or disclose to any third party such information, with the following exceptions:

- (a) Any use or disclosure authorised by you or required by law.
- (b) Any use or disclosure which is necessary in order to prevent serious illegal activity or harm to you or others
- (c) Any use or disclosure which is necessary to protect our rights or safety, and that of clients' and others with whom we are working.
- (d) Any information that is already in the public domain from another source

8.2 For the purposes of best practice and continued professional development, we may discuss and review our work with clients. However, any such reference would be heavily sanitised and would at no point and under any circumstance divulge any information that would disclose the identity of the client.

## **9. Disclaimer:**

The success of coaching programmes will entirely depend on the client's commitment to following the programme and actioning the plan agreed with the practitioner. In the case of Clinical Hypnosis, NLP, EFT and EMDR, the desired outcome will largely depend on the susceptibility and motivation of the client.

## **Terms and Conditions of Sale of Goods:**

These terms and conditions govern the sale and use of products sold by Samantha Scholey trading as Coaching Within Ltd to you. They also govern the use of the site [www.coachingwithin.co.uk](http://www.coachingwithin.co.uk).

Within these terms and conditions, the following words have special meanings:

'we', 'us', 'our' – Samantha Scholey trading as Coaching Within Ltd.

'the site' – [www.coachingwithin.co.uk](http://www.coachingwithin.co.uk)

'you', 'your' – The person who is entering into this contract with us.

By using the site and our products you agree to be legally bound by these terms, which shall take effect immediately on your first use of the site. If you do not agree to be legally bound by all the following terms, please do not access the site or use our products.

### **1. Safety Notice – Important Information**

Our products are intended to help you positively benefit. Although breathwork, hypnotherapy and yoga is known to be a highly effective and consistent therapy, the content of our recordings and the information provided on them and this site should be regarded as being complimentary.

- They should not and do not replace medical treatment.
- Nothing offered by us is intended to diagnose, cure, or prevent any medical, emotional or physical condition/illness. If you are in any doubt over a health or emotional problem then you should seek advice from a GP or an appropriate professional.
- Do not listen to our hypnotherapy recordings or conduct breathwork when you are involved in anything that needs your full attention.

- Never listen to recordings or conduct breathwork whilst driving or operating machinery. Only listen to recordings when you can safely relax or sleep and practice breathwork when you are in a safe place and can focus on the exercise.
- Do not listen to any of our recordings if you suffer from epilepsy or a serious psychiatric condition. If in doubt please consult your doctor.

If you are under 18, you may only access the site or purchase products from us with the involvement of a parent or guardian.

## **2. Copyright and Intellectual Property**

### **Use of our Products**

- Our products may only be used for your own personal, non-commercial home use.
- You may not use any of our products for any commercial purpose.
- Unauthorised copying, public performance, broadcasting, hiring or rental of any of our products or recordings is strictly prohibited.

## **3. Privacy Policy**

Please see our Privacy Policy, which is incorporated into these Terms and Conditions of Sale by reference. By using this website, you acknowledge and agree that you have read and accept the terms of that privacy policy.

## **General Terms and Conditions of Sale:**

### **1. Modifications to Services and Prices**

Prices for our products, packages and sessions are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **2. Products or Services**

Certain products or services may be available exclusively online through the website. We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### **3. Optional Tools**

Coaching Within Ltd may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

### **4. Third-Party Links**

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **5. User Comments, Feedback and Other Submissions**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **6. Changes to these Terms and Conditions**

We reserve the right to change these Terms and Conditions from time to time. By continuing to use the site following such change you will be deemed to have accepted such change. It is your responsibility to check regularly to determine whether these terms and conditions have been changed. If you do not agree to any such change, you must immediately stop using the site.

## **7. Disclaimers and Limitation of Liability**

The use of the site including content and functions, in addition to use of any of our products is provided 'as is' and on an 'is available' basis without any representations or any kind of warranty made (whether express or implied by law) that they will be suitable for your purposes and requirements. Under no circumstances will we be liable for any losses or damage resulting from the use of our site and/or our products including, without limitation, economic loss or any special, indirect, incidental or consequential loss or damage, (whether such losses were foreseen, foreseeable, known or otherwise). Whilst we do our best to ensure everything is accurate and error free, we do not guarantee or represent that the content and/or functions of the site will always be accurate, complete or current or that access to the site will be uninterrupted or error free.

## **8. Severability**

If any provision of this agreement (or part of one) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal the other provisions shall remain in force. If any invalid, unenforceable or illegal provisions would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **9. Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and

govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions). Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

#### **10. Governing Law and Jurisdiction**

If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

These terms shall be governed by and interpreted in accordance with the laws of England and Wales. If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions. Although we do not intend to, we may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by us.