



**Phil Stanley trading as Come On Coaching**

## **TERMS AND CONDITIONS OF SALE**

### **Face to Face and Online Sessions / Packages**

#### **1. My Promise**

Phil Stanley trading as Come On Coaching ('I') work hard to ensure that each session is planned and led to the highest standard of service. I am completely committed to helping you in your journey.

#### **2. General**

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

#### **3. Payment**

Sessions are to be paid fully in advance. No sessions or coaching packages discussed will commence until full payment is received. Full payment is required within 3 days of booking an appointment for the booking to be confirmed. Payment is accepted via bank transfer to the account details listed on your invoice. For the 'New Man - New Mindset' programme, I am happy to discuss a payment instalment plan as appropriate. This will be done prior to your first session starting and agreed in writing.

#### **4. Purchases & Refunds**

The purchase of a session or package is binding and I do not offer refunds or cancellations once the programme has commenced. This includes sessions and packages that are left uncompleted. Sessions cancelled with less than 24 hours-notice will not be refunded.

#### **5. Cancellation Policy**

5.1 I understand that due to unforeseen circumstances, it may sometimes be necessary to cancel appointments. My policy requires 24 hours' notice for the cancellation of a session. Cancellations made within 24 hours of an appointment will incur 100% of the session fee.

5.2 Requests to re-arrange a session (with more than 24 hours' notice given) will be accepted and the new session date will be agreed accordingly (depending on availability). I reserve the right to refuse requests to re-arrange a session if made within 24 hours of the session commencing. Such requests will be dealt with on a case-by-case basis but may lead to the session being lost entirely.

5.3 If an emergency or unavoidable situation leads to Come On Coaching having to cancel your appointment, the cancelled appointment will be re-arranged. No refunds will be offered.

5.4 Monthly retainer plans – I kindly ask for 5 days' notice if you choose to end your monthly retainer plan at any point. Giving less than 5 days' notice may result in you having to pay for another month of Service.

## **6. Uncompleted Sessions or Packages**

Once paid for in full, your session/package is valid for the following periods of time. If you do not use your session(s) in this timeframe, the session(s) will expire and no refund will be offered:

Single session - 14 days from payment being received.

Packages – first session must commence within 14 days of payment being received. Once the programme has started, a **maximum** of 21 days can be left between the sessions (excluding monthly retainer plans). This is to ensure you receive maximum benefit from your coaching programme.

Any client wishing to defer their sessions once the programme has commenced must do so in writing, and this will be dealt with on a case-by-case basis.

See 'Refund Policy' for further details.

## **7. Late Arrival**

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

## **8. Contact between appointments**

I am available to be contacted between scheduled sessions. Email or Telegram message contact is my preferred option and I will always aim to respond to you within 24 hours. Should substantial regular contact be required, additional fees will be discussed as appropriate (depending on your chosen package as certain packages include unlimited daily support via Telegram). See your 'Welcome Letter' for further information on how to contact me.

## **9. Confidentiality**

9.1 I acknowledge that – during the sessions - you may share personal and confidential information and I 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 to prevent serious illegal activity or harm to you or others
- (c) Any use or disclosure which is necessary to protect my rights or safety, and that of clients' and others with whom I am working.
- (d) Any information that is already in the public domain from another source

9.2 For the purposes of best practice and continued professional development, I may discuss and review my 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.

9.3 During the coaching relationship, I will keep written notes from client sessions on file and personal information relating to the client in electronic form. These records will be password protected. I will keep these records with the consent of clients and will destroy all personal records after a period of 6 months from the date the coaching relationship ends.

## **10. 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 Phil Stanley trading as Come On Coaching, to you. This includes all audio recordings of sessions, bespoke hypnotherapy audio recordings and downloaded content (whether free of charge or purchased). They also govern the use of the site [www.comeoncoaching.co.uk](http://www.comeoncoaching.co.uk).

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

'I', 'me', 'my' – Phil Stanley trading as Come On Coaching.

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

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

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

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

My products are intended to help you positively benefit from hypnosis. Although hypnotherapy is known to be a highly effective and consistent therapy, the content of my recordings and the information provided on them and this site should be regarded as being complementary.

- They should not and do not replace medical treatment.
- Nothing offered by me 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 my recordings when you are involved in anything that needs your full attention.
- Never listen to the recordings whilst driving or operating machinery. Only listen to recordings when you can safely relax or sleep.
- Do not listen to any of my 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 me with the involvement of a parent or guardian.

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

#### **2.1 Use of my Products**

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

If you are a professional therapist or practising hypnotherapist, then you may use our recordings as a reference material for your own professional development.

However:

- You may not make copies of my recordings or their content.
- You may not hire or rent my recordings.
- You may not play any of my recordings to your clients.

## **2.2 Use of the Site**

You may not copy, reproduce, republish, download, post, broadcast, transmit, and make available to the public or otherwise, my content in any way except for your own personal, non-commercial use.

- You also agree not to adapt, alter or create a derivative work from any of my content except for your own personal, non-commercial use.
- Any other use of the site content requires prior written permission from me.

## **3. Delivery of Orders**

Audio downloads ordered from the website are sent out via email. Once you have ordered an MP3, you will receive an email with a link, where you can download the hypnosis recording as an MP3 file and listen to it whenever you wish. Our audio recordings are 100% compatible with all modern-day devices including mobile phones, computers and tablets.

## **4. Privacy Policy**

Please see my 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.

## **5. Refund Policy**

Any downloadable products purchased from me or my website are not eligible for a refund or cancellation. Please also see our Complaints Policy and Refund Policy. By purchasing a product from me you do so having read and understood these policies.

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

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

Prices for my products, packages and sessions are subject to change without notice. I reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. I 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. I have made every effort to display as accurately as possible the colours and images of my products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

I reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. I may exercise this right on a case-by-case basis. I reserve the right to limit the quantities of any products or services that I offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of me. I 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.

I 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**

I may provide you with access to (or recommend viewing) third-party tools over which I neither monitor nor have any control nor input. You acknowledge and agree that I provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. I 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). I 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 my Service may include materials from third-parties. Third-party links on this site (or sent via email/message) may direct you to third-party websites that are not affiliated with me. I am not responsible for examining or evaluating the content or accuracy and I 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. I am 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 my request, you send certain specific submissions (for example testimonials or contest entries) or without a request from me you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, by social media platforms or otherwise (collectively, 'comments'), you agree that I may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to me. I am 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. I may, but have no obligation to, monitor, edit or remove content that I determine in my 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 me or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. I take no responsibility and assume no liability for any comments posted by you or any third-party.

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

I 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 my 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 I be liable for any losses or damage resulting from the use of my site and/or my 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 I do my best to ensure everything is accurate and error free, I 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 me 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 me on this site or in respect to The Service constitutes the entire agreement and understanding between you and me and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and me (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 I take no action, I will still be entitled to use my rights and remedies in any other situation where you breach these conditions. Although I do not intend to, I 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 me.