

## COURSE AND SERVICE AGREEMENT TERMS

### KEY TERMS

Supplier:	Triple-A-Way Ltd (also trading as Wellness4Women & Reflect, Grow & Heal) and referring to services provided by Faye Casement, referred to as 'I', 'me' or 'my' in this Contract
Supplier's address:	Registered address: c/o Brealey Foster Accounts, 2-4 The Edwards Centre, Horsefair, Hinckley, LE10 0AN (UK)
'You' / Service or Course User:	Referred to as 'you' or 'your' in this Contract
Commencement Date:	From the date of purchase
Service	This means, any services you receive whether that be written, audio, video or live support in person or online. Including but not limited to, courses, guides, podcasts, YouTube, Coaching, Reiki, Belief Coding®, intuitive card reading or other services.

## DISCLAIMER

By attending this course, undertaking this service, and acquiring or using any written, video or audio information you understand and agree that you are responsible for your own mental, physical, spiritual, emotional and financial health and well-being. You alone are responsible for your actions and the outcomes and should you proceed you do so freely.

I want to emphasise that while I am here to support you, I am not a substitute for a Doctor or Therapist and it is crucial that you are aware that you are responsible for your own well-being. If you have any pre-existing mental health concerns, it's important to note that neither I Faye Casement or/ Triple-A-Way Ltd is not liable for your mental health or well-being, and if you have pre-existing concerns, it is your responsibility to consult with a qualified professional before undertaking this course.

I also wish to emphasise that I am not a financial advisor, nor a business advisor and therefore any actions you take off the back of a course, guide or service you and you alone are responsible and if in doubt you should seek advice from an appropriately qualified individual.

Throughout the provision of any course or service, I invite you to recognise the power within you. You are in control of your experience, and your openness and participation is a vital part of your reflection, growth and healing journey.

As you progress with any service, listen to your body, mind and soul. If any discomfort arises, know that you have the power to communicate it, shaping any service/session to align with your comfort and growth.

Your subconscious will provide information that you are ready to receive and heal from. It is important to note, that no one, including you, can force your subconscious to give you information that you are not ready to receive. Your subconscious is there to protect you and keep you safe. However, sometimes things we are not expecting can arise, if you think this may happen, please ensure you have a support system in place or you feel confident in being able to support yourself emotionally and mentally outside our sessions.

By continuing you are also confirming you have read, understood and agree to the terms of use found at the bottom of the website.

The contract below sets out the legal terms that will govern my relationship with you and apply to the services I provide. The intention is that it will bring clarity to our relationship and protect both of us so please do let me know if there are any clauses that you do not understand or that contradict your understanding of my services.

## AGREEMENT

### PARTIES TO THE CONTRACT

Triple-A-Way Ltd, I am a limited company with company number 2430992 and with its registered office at c/ Brealey Foster Accountants, 2-4 The Edwards Centre, Horsefair, Hinckley, LE10 0AN (UK) ('I' and 'me'); and

Yourself ('you').

### BACKGROUND

I provide a variety of services that include, Reiki, Intuitive Readings including Tarot, Belief Coding® and Life Coaching and by continuing with the service you are entering into this agreement that will apply in respect of the services to be provided by me to you.

This contract sets out:

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

If you would like to speak to me about any aspect of this contract, please contact me by:

- e-mail: [admin@triple-a-way.com](mailto:admin@triple-a-way.com)

### INTRODUCTION

- 1.1 If you sign up for and participate in my 'services' you are agreeing to be legally bound by this contract, including the details of the programme which were set out on the sales page.
- 1.2 You also agree to be bound by my website [terms of use](#) and my [privacy policy](#).

## 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 between you and me is made (see the summary box below). I have given you this information in a clear and understandable way via the sales page for the service.

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

Triple-A-Way Ltd

Company Number 2430992. Registered office: C/O Brealey Foster Accountants, 2-4 The Edwards Centre, Horsefair, Hinckley, LE10 0AN (UK)

- 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 The contract between us will commence on the date you purchase a service and it will continue unless and until it expires in accordance with the sales page or is terminated by either of us in accordance with clause 12.
- 3.2 Each service is a separate contract incorporating the terms of this agreement.
- 3.3 I reserve the right to cancel our agreement at any time, for any reason and without cause. If I were to do this through no fault of your own I would provide either a full or partial refund depending on the services undertaken.

### **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 unless not reasonably practicable.
- 4.3 Sessions usually take place remotely via Zoom or Google Meet unless otherwise agreed.
- 4.4 Please note that I will record and document our calls for insurance, training, and administration purposes and by entering into this contract with me you consent to the recording of our calls for these purposes.
- 4.5 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.
- 4.6 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 sales page and checkout.
- 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 Reiki, Coaching and/or Belief Coding® are not therapy or counselling. It 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 into the session/programme and the actions we agree.
- 5.4 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 and or to facilitate you in through a process. Any information I provide to you is not medical advice and is not intended to take the place of seeing licensed health professionals. I am not a dietician and I am not qualified to assess, diagnose or treat dietary or nutritional problems.
- 5.5 Reiki, Coaching & Belief Coding® does not treat mental disorders and is 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 it in place of any form of counselling, therapy or medical treatment.
- 5.6 Physical exercise disclaimer: Physical exercise, in all of its forms, can be a strenuous physical activity. You are therefore advised to seek the advice of your GP before beginning any physical exercise program, including using the resources [and following any videos] provided. All suggestions and comments I make regarding poses, moves and instruction are not required to be performed by you and are carried out at your election. Likewise, if you are to undertake any movement as part of the provision of service you alone are responsible for deciding whether you can physically do it.
- 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 a coach and that this person is aware of and supports your decision to proceed with the coaching 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 The provisions of any intuitive services including, spiritual readings, tarot or angel cards are for entertainment purposes and you alone are responsible for what you do with any information provided.
- 5.10 In the event that we are undertaking a service in person, you are responsible for your own travel to and from the venue, any vehicles and personal belongings are left at your own risk. You are responsible for ensuring your safety and wellbeing whilst on your way to and from the venue and whilst at the venue you should ensure you do not undertake any act or service that could cause harm to yourself and others. You also agree to indemnify Faye Casement and the Triple-A-Way Ltd in full for any damages. Should should cause any damage you understand you may be charged by me for any costs incurred.

## **6 Charges and payment**

- 6.1 All prices quotes are exclusive of VAT.

- 6.2 The price for the services were as per the relevant services description on the check-out page.
- If you choose to pay in instalments the payments will be automatically deducted and must be received in advance of the sessions. If you fail to make any of the payments or the method of payment is cancelled I shall invoice you immediately for the whole of any outstanding balance and payment for that invoice will be due by return.
- 6.3 The fees are non-refundable except for:
- 6.3.1 if you are a consumer, your right to a 'cooling off' period, as described in clause 7 below;
- 6.3.2 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.
- 6.3.3 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 unless specified;
  - (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 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 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 Natwest Bank PLC Base Rate.

## **7 Cooling off period for consumers**

- 7.1 If you are a consumer, subject to 7.3 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.
- 1.1 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<sup>1</sup>. 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 joining any private social media group associated with my services; or accessing any other supporting materials made available to you.

- 1.2 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.

## **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 otherwise stated and unless I or the appropriate owner/s agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.
- 8.2 I will 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 conditions 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 For full details of how I deal with your personal data, see my privacy policy [here](#)

## **10 Confidential information**

- 1.3 All information shared by you will be kept strictly confidential by me, except when releasing such information is required by law and/or where I consider it necessary to do so in good faith 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.

- 1.4 I may occasionally make reference to clients in my marketing but you will never be named without your permission, and details will be changed so you cannot be recognised.
- 10.1 Where you participate in any group sessions or memberships, for example as part of a group coaching 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 the group without the explicit consent of that participant.
- 10.2 Any group sessions that are recorded, may be stored within the course/shared for other participants to review on replay. If you are not happy with this arrangement you should not take part and or can speak with me.
- 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 the termination of this agreement.
- 10.6 You will not use any information or data gained to try to elicit or advertise any services of your own without prior agreement from me.

## **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 on the sales page or separate agreement 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 1 month's written notice to each other.
- 12.3 Either you or I may terminate the services and this agreement immediately if:

- 12.3.1 the other party commits any material breach of the terms of this agreement 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 agreement 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.