

Terms and Conditions of Service

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Faulkwood Therapies Limited, a company registered in England and Wales with company number 09884171. We and you are each a **Party** to these Terms, and together, the **Parties**.

These Terms form our contract with you, and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: katejfinnegan@gmail.com.

These Terms were last updated on 12th December 2024.

Cancellations

Subject to the provisions at clause 5 of these Terms, you may cancel the Services within 14 days of the Commencement Date (**Cancellation Period**). We will not commence the provision of the Services during the Cancellation Period unless you expressly request us to do so.

Please note that where you expressly ask us to commence the provision of the Services during the Cancellation Period:

- you must provide us with at least 24 hours' notice to cancel the Services;
- you will lose your right to cancel the Services, if the relevant Services are fully performed by us; and
- you will be liable to pay to us an amount for the relevant Services supplied up to when you inform us that you intend to cancel the Services, which will be proportionate to the full Price for the relevant Services for the whole of the Term.

1. Engagement and Term

1.1 These Terms apply from the Commencement Date until the date that is the earlier of:

- (a) the date the Services are completed (as reasonably determined by us); or
- (b) the date on which these Terms are terminated,
(Term).

2. Services

2.1 In consideration of your payment of the Price, we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel.

2.2 If these Terms express a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.

2.3 You acknowledge and agree that:

- (a) any information, advice, material or work provided by us as part of the Services does not constitute medical advice, and the Services are not intended to replace or serve as medical advice, diagnosis, or treatment;
- (b) we recommend that you seek the advice of a registered medical practitioner in respect of any injury, condition or illness that you have, and consult with your medical practitioner on whether or not our Services are appropriate for you. We do not guarantee or warrant that our Services will cure or remedy any illness, condition or injury you have.

2.4 You represent, warrant and agree that the information provided in the Form is accurate and complete. You agree to promptly notify us of any changes to your health or any errors, omissions, or inaccuracies in the information you provided in the Form.

2.5 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

2.6 Teaching Services:

- (a) as part of our Services, we may provide teaching services related to spiritual, philosophical and ancient wisdom topics (**Teaching Services**). These may be delivered as part of regular therapy Appointments, standalone Appointments, group Appointments, or through other formats as agreed between the Parties.
- (b) the content of Teaching Services is interpretive in nature and does not constitute academic, religious or professional advice. We do not claim ownership of the philosophical or spiritual concepts discussed, which may be derived from various ancient or contemporary sources.

- (c) pricing for dedicated Teaching Services sessions may differ from our regular Appointments. Where Teaching Services are provided as part of regular Appointments, no additional charge will be applied unless otherwise agreed in writing.
- (d) For group Teaching Services, additional terms may apply, which will be communicated to you prior to your participation in such Appointments.
- (e) We reserve the right to modify the content, format or availability of Teaching Services. Any significant changes will be communicated to you in advance.
- (f) You agree not to reproduce, distribute, or commercially exploit any materials provided as part of the Teaching Services without our prior written consent.

3. Your Obligations

3.1 You agree to (and to the extent applicable, ensure that your Personnel agree to):

- (a) comply with these Terms, all applicable Laws, and our reasonable requests;
- (b) provide us (and our Personnel) with access to any premises you own or licence premises (to the extent that we agree to provide you Services at such premises) as is reasonably necessary for us to provide the Services, free from harm or risk to health or safety at the times and on the dates reasonably requested by us or as agreed between the Parties;
- (c) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services; and
- (d) not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent.

3.2 You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause 3.

4. Price and Payment

4.1 In consideration for us providing the Services, you agree to pay all amounts due under these Terms in accordance with the Payment Terms.

4.2 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):

- (a) after a period of 5 Business Days from the relevant due date, cease providing the Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or
- (b) charge interest at a rate equal to the Bank of England's base rate, from time to time, plus 4% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date.

4.3 All amounts payable by you under these Terms are inclusive of amounts in respect of value added tax chargeable from time to time (VAT), unless otherwise stated. Where any taxable supply for VAT purposes is made under these Terms by us to you, you agree to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5. Consumer cancellation right

5.1 Subject to clauses 5.3 and 5.5, you may cancel the Services within 14 days of the Commencement Date (**Cancellation Period**).

5.2 Unless you expressly request us to commence the provision of the Services during the Cancellation Period, we will not commence the provision of the Services during the Cancellation Period. Where you expressly request us to commence the provision of the Services during the Cancellation Period, you must provide us with at least 24 hours' notice to cancel the Services. If the relevant Services are performed by us then you will lose your right to cancel the Services.

5.3 If you exercise your right to cancel the Services under this clause 5, you will be liable to pay to us an amount for the relevant Services supplied up to when you inform us that you intend to cancel the Services, which will be proportionate to the full Price for the relevant Services for the whole of the Term.

5.4 If you want to cancel the Services, you should email us using the contact details at the start of these Terms, and you may use the Model Cancellation Form at Attachment 1.

5.5 Subject to clauses 5.3 and 5.5, where you have paid any part of the Price upfront and have cancelled the Services in accordance with this clause 5, we will provide you with a refund of the amount paid to us within 14 days of you telling us that you have changed your mind.

6. Cancellations and Rescheduling

6.1 You may, either in person, over the phone, or by email, select a date and time that we make available, for us to supply the Services to you. Each appointment that you book is an "**Appointment**".

6.2 If we need to reschedule or cancel an Appointment due to no fault on your part, or for a Force Majeure Event such as ill-health or due to adverse weather conditions, we will use reasonable endeavours to provide you with as much notice as possible. If we cancel your Appointment, we will refund you the relevant proportion of the Price that relates to that Appointment.

- 6.3 If, for any reason, you need to cancel or reschedule an Appointment with us, you must provide us reasonable prior notice, and in any event, at least [24 hours'] notice prior to the Appointment by calling or emailing us using the contact details at the beginning of these Terms. If you cancel in accordance with this clause, then we will refund you the relevant proportion of the Price that relates to that Appointment.
- 6.4 If you are more than [10 minutes] late to your Appointment and do not contact us in advance to let us know that you are running late, the Appointment will be considered cancelled by you.
- 6.5 Where you do not provide us with notice to cancel an Appointment in accordance with clause 6.3, or you are deemed to have cancelled your Appointment under clause 6.4, the Price will constitute the cancellation fee. You acknowledge and agree that this is a genuine pre-estimate of our loss arising as a result of your failure to give us notice of your unavailability, or attend your appointment on time.

7. Intellectual Property

7.1 As between the Parties:

- (a) we own all Intellectual Property Rights in Our Materials;
- (b) you own all Intellectual Property Rights in Your Materials; and
- (c) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.

7.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials does not automatically vest in us, you hereby assign all such Intellectual Property Rights to us and agree to do all other things necessary to assure our title in such rights.

7.3 We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you and the New Materials, solely for your use and enjoyment of the Services, and exercise of your obligations under these Terms.

7.4 You grant us a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable (other than to our associated bodies corporate, as that term is defined in the Companies Act 2006) and non-transferable right and licence to use Your Materials that you provide to us solely for the purpose of performing of our obligations or exercising our rights under these Terms.

7.5 If you (if you are an individual) or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and will procure that your Personnel) waive those Moral Rights and waive all rights to object to derogatory treatment of such material.

7.6 This clause 7 will survive termination or expiry of these Terms.

8. Confidential Information

8.1 Subject to clause 8.2, each Party must (and must ensure that its Personnel) keep confidential, and not use (except to perform its obligations under these Terms) or permit any unauthorised use of, information provided by the other Party, including information about these Terms and the other Party's business and operations.

8.2 Clause 8.1 does not apply where the disclosure is required by Law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that the disclosing Party ensures the adviser complies with the terms of clause 8.1.

8.3 This clause 8 will survive the termination of these Terms.

9. Privacy

9.1 We will comply with all Applicable Data Protection Law with respect to the transfer or processing of any Personal Data in connection with these Terms.

9.2 We handle your personal data in accordance with our privacy policy, available here [insert link].

10. Liability

10.1 Nothing in these Terms limits any Liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation

10.2 Subject to clause 10.1, but despite anything to the contrary, to the maximum extent permitted by law:

- (a) where you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any Liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity;
- (b) if either Party fails to comply with these Terms, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms; and

- (c) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party, including any failure by that other party to mitigate its loss.

10.3 This clause 10 will survive the termination or expiry of these Terms.

11. Termination

11.1 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
- (b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.

11.2 Upon expiry or termination of these Terms:

- (a) we will immediately cease providing the Services;
- (b) you are to pay for all Services provided prior to termination, including Services which have been provided, and all other amounts due and payable under these Terms;
- (c) by us pursuant to clause 11.1, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and
- (d) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 8.

11.3 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

11.4 This clause 11 will survive the termination or expiry of these Terms.

12. General

12.1 **Amendment:** Subject to clauses 2.4, these Terms may only be amended by written instrument executed by the Parties.

12.2 **Assignment:** Subject to clauses 12.3 and 12.11, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

12.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

12.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a Party to it.

12.5 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may:

- (a) where the Parties are both located in England or Wales, refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Centre for Effective Dispute Resolution to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties; and
- (b) where you are located outside of England or Wales, refer the matter to arbitration administered by the London Court of International Arbitration (**LCIA**) with such arbitration to be conducted in London, England, in English and in accordance with the LCIA Rules. The costs of the arbitration will be shared equally between the Parties and the determination of the arbitrator will be final and binding.

Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

12.6 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

- 12.7 **Governing Law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 12.8 **Notices:** Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 12.9 **Publicity:** Despite clause 8, with your prior written consent, you agree that we may advertise or publicise the broad nature of our supply of the Services to you, including on our website or in our promotional material.
- 12.10 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 12.11 **Subcontracting:** We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.

13. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Form, and:

Applicable Data Protection Law means the laws and regulations applicable to the processing of Personal Data by the Parties in connection with these Terms, including without limitation, the Data Protection Act 2018.

Business Day means a day on which banks are open for general banking business in London, England, excluding Saturdays, Sundays and public or bank holidays.

Commencement Date means the date that is the earlier of:

- (a) the date that you accept the Form;
- (b) the date that you ask us to begin supplying the Services; or
- (c) the date that you make part or full payment of the Price.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Intellectual Property Rights or Intellectual Property means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

Law means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Moral Rights has the meaning given in Chapter IV of the Copyright, Designs and Patents Act 1988 and includes any similar rights in any jurisdiction in the world.

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Services, whether before or after the Commencement Date and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

Our Materials means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property, but excludes New Materials and Your Materials.

Payment Terms means the timings for payment of the Price, as set out in the Form.

Personal Data has the meaning given to it in the Data Protection Act 2018.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Price means the price set out in the Form, as adjusted in accordance with these Terms.

Form means the document to which these Terms are attached or incorporated.

Services means the services set out in the Form, as adjusted in accordance with these Terms.

Terms means these terms and conditions and any documents attached to, or referred to in, each of them.

Your Materials means all Intellectual Property owned or licensed by you or your Personnel before the Commencement Date (which is not connected to these Terms) and/or developed by or on behalf of you or your Personnel independently of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and New Materials.

ATTACHMENT – MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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