



## **Terms & Conditions & Privacy Policy**

### **Important Information**

By choosing to engage with Mindful Essence sessions with Emma Duggan, you accept that your health and mental wellness is your own responsibility and take full responsibility for your own wellbeing. You acknowledge that Mindful Essences (Emma Duggan) does not claim to be able to 'heal' you but empower you on your own healing journey. This means that it is up to you to use the tools and recommendations and adapt them to what works for you and your own body, and that Mindful Essences (Emma Duggan) will not be held accountable for your decisions and actions on how you chose to incorporate these recommendations or practices yourself.

### **Looking After Yourself**

Please note that the practices I offer within sessions have been researched to benefit those with stress, anxiety and/or depression. The sessions are not structured to support those with serious mental health conditions. By completing this form, you acknowledge that you do not have a diagnosed or presumed serious mental health condition. If you do have S.M.I and would like support, please contact your GP, who can direct you to local support in your area with trained professionals, to give you the best support for your diagnosis.

The sessions may involve sitting and may well include occasional standing and gentle movement. Nothing vigorous is involved and please only do what is safe and suitable for you, based upon your state of health. If in any doubt, please consult your doctor. Mindfulness is safe for everyone if we observe simple precautions. If you suffer with Epilepsy, asthma, COPD or any breathing difficulty, please check with your doctor if meditation is safe for you. You accept that Mindful Essences (Emma Duggan) recommendations are not intended to replace medical treatment or advice and that you should seek a medical professional if you feel unwell. It's important to note that the treatment bottle contains alcohol (1 tsp per 30ml bottle) if you have alcohol dependency or prefer an alcohol-free remedy, please let me know.

### **Privacy Notice**

I am required by law to inform you that I intend to hold, in secure paper and electronic format, only basic information, as contained in this form and the assessment form, including brief contact information, purely for the purpose of providing these sessions and so that I can update you on any session cancellations etc. and be able to post your Bach flower treatment bottle. A summary from my notes will also be held, for no longer than the appropriate time by GDPR law. You are entitled to request to view this information at any time. Please email me your request and allow one weeks' notice for processing.

I have a duty of care to share this information if yourself or another person may be in danger.

### **Booking and Payment**

Sessions in person or delivered online (virtually) must be paid for in advance of the session.

Payment of the Fee shall be due to Mindful Essences within the date specified in the communication email. If payment is not received within the specified time the Booking Form is submitted, a session is not confirmed or guaranteed.

**Only when the Client Information Form and payment of the Fee is received will your booking be confirmed.**



If we are unable to accept your booking and the Fee has been paid, we will inform you of this in writing and refund you the Fee paid.

If you are unable to attend the session booked, you must give 48 hours' notice for face-to-face session and 24 hours for virtual sessions, to be able to receive a full refund. After this time, you will be charged the full price of the session.

### **Changes to sessions**

Mindful Essences may cancel this Agreement at any time and for any reason whatsoever. If for any reason I am unable to run a session or if the Agreement is cancelled by Mindful Essences, the Fee will either (i) be refunded to the customer or (ii) reschedule the session for another date that Mindful Essences is available.

### **Attending a session – Code of Conduct**

To create a relaxed and comfortable environment for all, I ask that you comply with the code of conduct below:

- Sessions will start on time, and you must arrive at a reasonable time before the session is due to start.
- During the session, mobile phones must either be switched off or on silent unless otherwise agreed.
- If in delivering the session I determine that the participant is disruptive or shows hostile behaviour in both verbal or physical aggression, myself, Emma Duggan reserves the right to end the session and no longer accept bookings from the individual.

### **Limitation of Liability**

Mindful Essences shall not be responsible for any loss that a participant suffers as a result, except for those losses which it could reasonably foresee would result from the failure to comply with these Terms and Conditions.

Mindful Healing Coach shall not be responsible to the participant for losses that result from its failure to comply with these Terms and Conditions including, but not limited to, losses that fall into the following categories:

- loss of income or revenue.
- loss of business.
- loss of anticipated savings; or
- loss of data.

You waive the right to hold Mindful Essences (Emma Duggan) liable for any claim and take full responsibility for you own wellbeing. You understand that the information provided is a recommendation for you to choose how to implement.

The participant acknowledges, warrants, and undertakes that the maximum aggregate liability of Mindful Essences to the participant under these Terms and Conditions shall not exceed the Fee paid.

All warranties and conditions whether implied by statute or otherwise are so far as is permitted excluded from these Terms and Conditions.

By agreeing to these terms and conditions, the participant of the sessions agrees to take full responsibility for his/her own mental and physical health and wellbeing and the implementation of the recommended practices. The participant agrees that the information and practices provided by Mindful Essences are not a substitute for a medical or psychological diagnosis, or treatment. Nor do they prescribe, perform medical treatment, or interfere with the



treatment of a licensed medical professional. It is recommended that you see a licensed healthcare professional for any physical or psychological ailment you have.

### **Intellectual Property**

Mindful Essences reserves the right to all intellectual property in relation to this website and the services provided. Use of the services does not give the user any ownership in the services, its content or any trademark or logo used on the website.

### **Changes to Terms and Conditions**

These terms and conditions may be modified from time to time, and you are advised to check this page to see that you are reading the most up-to-date Terms and Conditions. By accepting our Terms and Conditions, you consent to our collection, storage, use and disclosure of your personal information.

### **Force Majeure**

Mindful Essences will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Agreement that is caused by events outside its reasonable control. Such causes include, but are not limited to; power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of Mindful Essences.

### **Severance**

Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **Entire Agreement**

These Terms and Conditions constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is not contained herein shall be binding or form part of these Terms and Conditions.

### **Rights of Third Parties**

No term of the Terms and Conditions will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

### **Governing law and Jurisdiction**

This Agreement shall be governed by English law and each party irrevocably submits to the exclusive jurisdiction of the English courts.