

# **General Business Terms & Conditions**

## **1. Definitions**

Within this document the following terms are used:

'we' and 'ours' refers to Essentially Holistic

'you' and 'your' refers to the Customer

'the services' refers to the services you have contracted us to obtain on your behalf

## **2. Information about Us**

Essentially Holistic is a holistic therapy and training & education company whose registered office is at Birchwood Lane, Somercotes, Alfreton Derbyshire DE55 4ND. Our Business name registration number is 2267184. We are also registration under the Data Protection Act.

## **3. General Terms of Business**

3.1 Our office hours are 9am to 5pm, Monday to Friday excluding all bank holidays.

3.2 Wherever practical, you will be provided with a detailed breakdown of the services requested along with associated costs.

3.3 Our current prices for treatments and training are displayed in our price leaflets and on our website.

3.4 We shall not be held responsible for the security of any communications sent by email/fax/SMS/post from us to you or any suppliers in relation to our tasks.

3.5 We will rely on the written terms within this document to ensure our expectations of each other are clear. If you require any changes, please ask for them to be put in writing by ourselves.

3.6 When services are to be performed at a particular location, you will provide reasonable access to this location to us as required for the services to be performed without hindrance.

3.7 We will not be liable under this agreement for any loss or damage caused by us or our employees or agents where:

i) There is no breach of a legal duty of care owed to you by us

ii) The loss or damage was not a reasonably foreseeable result of any such breach.

iii) The loss or damage was caused by you being in breach of the agreement.

3.8 We shall not be liable if we are prevented from delivering the services to you by reasons beyond our control. E.g. Transport problems, Act of God, Civil unrest, Fire, Flood, Storm, and other unexpected circumstances which may affect the delivery of our services.

3.9 Any form of communication provided under the terms of this agreement or in relation to any tasks will be sent by first-class post and shall be deemed as being received by you on the second working day after posting. Fax, email or SMS will be deemed to be received on the day of transmission if sent prior to 5pm or the following working day if sent after 5pm.

#### **4. Workshop & Training Terms & Conditions**

4.1 All workshops & courses must be paid for in full at least one week in advance of the course.

4.2 Full refunds for workshops & courses will only be provided where at least one week's notice prior to the event has been provided by the attendee. Essentially Holistic may allow attendees to book onto alternative workshops at their discretion.

#### **5. Cancellation Terms & Complaints**

5.1 If you are acting as a consumer, under the Distance Selling Regulations 2000, you have a statutory right to cancel any distance contract within 7 days of the date of purchase as long as you have not yet accessed the relevant Services. If you are acting as a consumer and cancel any contract for Services outside this period, the Fees paid by you shall be non-refundable.

5.2 If you are not acting as a consumer (i.e. using the Services in the course of your business), the Distance Selling Regulations 2000 shall not apply but the same cancellation policy as in 5.1 shall apply.

#### **6. Payment Terms**

6.1 Payment of our charges for our tasks shall be payable on presentation of an invoice to you and is usually payable within 7 days of the invoice date.

6.2 Payment for all workshops is required one week in advance of the workshop.

6.3 Payment for products and services will be due at the time of the appointment