

Terms of Agreement

In order to gain the most from your package, please read and sign the Agreement below. Please get in touch if you are unclear of any of the provisions.

This Agreement is entered into on **insert date** by Silke Weeks (hereafter referred to as 'Silke Weeks', 'us' or 'we') and **insert name of client** (hereafter referred to as 'you'.)

In consideration of the mutual covenants and agreements contained herein, the above mentioned parties agree as follows:

1. General

1.1 Silke Weeks agrees to provide the **Reflexology session/ThetaHealing® package/ Feldenkrais session/Journeying package/package** that you have chosen.

1.2 The chosen package may include the use of ThetaHealing®, Reflexology/the Feldenkrais method, techniques taught by Christie Marie Sheldon, Journeying which are meditational and gentle movement modalities. These techniques are being used as part of a self development programme and are not to be taken as medical advice or treatment.

1.3 Any information provided by Silke Weeks as part of this package is for guidance purposes only and must not be taken as advice or a guarantee of any outcome.

1.4 By signing this Agreement you acknowledge that you have read, understand, and agree to be bound by the terms of this Agreement.

2. Duration

2.1 Unless scheduled for a specific date and time, all packages will be valid for the stated duration plus one calendar month (eg. If you have purchased a six month course you must use all sessions within seven months from the date of purchase.)

2.2 All Services must be performed during the specified term and you will forfeit any sessions which have not been utilised within this time.

2.3 Your first session must be booked within 4 weeks of the date of this Agreement.

3. Payment

3.1 In exchange for the service, you agree to pay the amount stated at the time of booking.

3.2 The total amount is due no later than 7 days before the date of the first session, unless a payment plan is agreed with Silke Weeks.

3.3 Your session/package may be canceled if payment is not made within the specified time and any deposit paid will not be refunded.

3.4 You are responsible for the total fee as stated at the time of booking, regardless of whether or not you attend all sessions.

3.5 You authorise Silke Weeks to process payment by way of bank transfer, cash, through Stripe, or a similar platform.

3.6 Payment plans may be arranged at the discretion of Silke Weeks. If we agree to payment for our services by payment plan a supplementary fee may be charged.

3.7 If a payment plan is agreed, you must pay the first instalment at the time of booking.

3.8 If you fail to make any of the payments on the date due we shall invoice you immediately for the whole of the outstanding balance and payment for that invoice will become due immediately.

4. Cancellation/amendments

4.1 Cancellations and amendments are subject to the conditions below and can be made at any time.

4.2 If you wish to cancel your session/package, you can do so by emailing us at info@silkeweeks.com and you must notify us no later than 48 hours prior to your scheduled session.

4.3 If you wish to cancel your session/package within 14 days of the date of this Agreement, you will be given the option to reschedule your session or to receive a refund (provided you have not already received your session).

4.4 If we have incurred any reasonable costs, any money you have already paid may not be reimbursed.

4.5 You may reschedule a maximum of three sessions in total during each programme providing you notify us no later than 48 hours prior to your scheduled session.

4.6 Any request to reschedule beyond this will result in the termination of your package. You will forfeit any remaining sessions and the total outstanding amount will become due immediately.

4.7 Save for exceptional circumstances, you will forfeit any session(s) if you fail to provide us with at least 48 hours notice of your request to reschedule and you will not be entitled to a refund or to reschedule.

4.8 Sessions are scheduled for fixed dates and times and it is your responsibility to ensure you attend on time. If you are late for your session you may not receive the full time allocated.

4.9 If you are more than 20 minutes late for your session you will forfeit the session and will not be refunded.

4.10 If due to exceptional circumstances, your practitioner needs to cancel a session, you will be notified as soon as possible and an alternative date will be provided. If you are unable to attend any of the alternative dates provided then you will be offered a refund or will be entitled to deduct the amount paid from an alternative course offered by Silke Weeks.

4.11 We reserve the right to amend the techniques used during the package based on the issue(s) being worked on and the suitability of the modality.

4.12 You may choose to alter your package at any time only by including more services. You will be charged for any sessions that have already been fulfilled and will be required to make payment for any additional services.

4.13 If you have not used all of the sessions in a package, the remainder of any payment that has already been made can be used towards an alternative service.

5. Results and guarantees

5.1 Your success depends on many factors, including but not limited to your personal motivation, your time commitment, how effectively you implement the strategies taught in the program, your

efficiency in following up on each session of the program, and where relevant the particular market and industry in which your business operates.

5.2 Although holistic and meditational modalities have great benefits, results are dependent on a number of factors including, but not limited to your commitment to the session, participation and existing health conditions.

5.3 Testimonials and examples provided are not intended to represent or guarantee that you will achieve the same or similar results.

5.4 Silke Weeks does not provide medical, legal, investment or business advice. All opinions are provided for your consideration and should not be solely relied upon. We aim to provide great benefits from your participation in the program/session, however, Silke Weeks does not guarantee or represent in any way that you or your business will attain a certain level of health, sales, profits, earnings, or any other metric of success. It is your responsibility to obtain professional advice.

6. No Partnership

6.1 Participation in the package is not intended to, or shall not be deemed to establish any partnership or joint venture between you and Silke Weeks.

7. Health

7.1 In order to experience the full benefits of the session, it is advisable not to drink alcohol or consume any illegal drugs for at least 48 hours before the start of the session and 24 hours after the session.

7.2 If you are under the influence of alcohol or drugs your session may be cancelled and you will not be entitled to a refund.

7.3 Silke Weeks does not claim to diagnose, heal, treat or cure any health conditions and you must continue to take any prescribed medication throughout the entire duration of the program.

7.4 You must inform us of any health conditions you have which may impact on your ability to participate in the program.

7.5 You must not consume any alcohol or illegal drugs at any time during the session(s).

7.6 The exercises included as part of your program may involve the use of gentle breathing or physical movement or essential oils. You must advise us if you are likely to suffer an adverse reaction to the use of any of these techniques.

7.7 It is your responsibility to advise us prior to the start of the session of any injuries or health conditions you have which may impact on your ability to participate in the program.

8. Reasonable use of equipment

8.1 During the session we may use equipment which requires specific handling and you must take reasonable care at all times during the session to ensure your safety.

8.2 Silke Weeks will not be liable for any injury or loss which is caused by your negligence.

9. Force Majeure

9.1 Except for an obligation to pay fees, neither Silke Weeks or you shall be liable for failure to perform any obligations under this Agreement during any period in which they cannot be performed

due to matters beyond our control. This includes, but is not limited to, strike, fire, flood, or other natural disaster, war embargo, or riot, cyber-attack, sickness, provided that the delayed immediately notifies the other party of such delay. The terms of this clause shall not exempt Silke Weeks or you from the obligations hereunder, but merely suspend the duty to perform them until the force majeure condition ceases to exist.

9.2 In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

10. Termination

10.1 Silke Weeks reserves the right to terminate this Agreement at any point if we feel that you are being disruptive, are acting in breach of the law, or are in violation of this Agreement. All fees will become payable by you upon termination of this Agreement.

11. Confidentiality

11.1 Confidential information refers to any data or information relating to you, whether business or personal:

- which would reasonably be considered to be private or proprietary to you;
- that is not generally known, and;
- where the release of that confidential information could reasonably be expected to cause harm to you.

11.2 Silke Weeks agrees that we will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which we have obtained, except as authorised by you or as required by law. The obligations of confidentiality will apply for the duration of the session and will survive indefinitely upon termination of this Agreement.

11.3 All written and oral information and material disclosed or provided by you to us under this Agreement is confidential information regardless of whether it was provided before or after the date of this Agreement or how it was provided to us.

11.4 Any information disclosed to you by Silke Weeks as part of the course must also remain confidential.

12. Photography and Filming

12.1 We may ask for your consent to use photographs and/or video recordings including images of you, both internally and externally to promote our services.

12.2 You understand that these images may be used in print and digital media formats, including print publications, website, e-marketing, posters, banners, advertising, film, social media, and teaching purposes.

12.3 You have the right to request to see a copy of the information we hold about you and to request corrections or deletions of the information that is no longer required.

12.4 You can ask Silke Weeks to stop using your images at any time, in which case it will not be used in future publications, but may continue to appear in publications already in circulation.

13. Testimonials and feedback

13.1 We may ask you to provide a testimonial of your experience with us.

13.2 Should you wish to provide a testimonial, you confirm that you give your consent for Silke Weeks to use the text in its entirety, or in part in order to promote our business.

13.3 You confirm that the testimonial can be used in all media, including: printed materials, business communications, presentations, social media and in the advertising of services generally.

13.4 You give consent to Silke Weeks to edit the testimonial as necessary, without consulting you, provided the message remains the same.

13.5 You give Silke Weeks consent to refer to your business name and first name on the testimonial and agree that the testimonial is given voluntarily and you will not receive financial compensation for it.

14. Complaints

14.1 We are committed to providing the best service possible. If for any reason you are not satisfied with the service, please contact us at info@silkeweeks.com in the first instance.

14.2 We will look into your complaint and where you have a genuine concern we will endeavour to resolve the issue.

14.3 If you are not satisfied with the outcome, you agree that any dispute arising out of or related to this Agreement or the program shall be submitted to mediation in good faith to settle such a dispute. The mediator will be nominated by Silke Weeks and any reasonable suggestions you provide of a mediator will be considered.

15. Waiver

15.1 The waiver or failure of Silke Weeks to exercise any obligation under this Agreement shall not be deemed a waiver of any further right.

16. Severability

16.1 If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.

17. Governing Law

17.1 This Agreement shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

18. Variation

18.1 No variation of this Agreement shall be effective unless it is in writing and signed by Silke Weeks and you (or authorised representatives).

19. Entire Agreement

19.1 This Agreement is the entire agreement and understanding between Silke Weeks and you and supersedes any prior agreement or understanding whether oral or written relating to this Agreement.

Please tick here if you are happy for us to use photographs/images and testimonials as specified in clauses 12 and 13 of this agreement.

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By signing this agreement you agree to be bound by the terms above.

Name: _____

Signature: _____

Date: _____