

## **BOOST HYPNOSIS**

### **General terms and conditions of sale and service delivery**

In these general terms and conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them:

The seller/service provider reserves the right to modify these terms and conditions at any time without prior notice.

#### **Article 1: Definitions:**

“Order” - means any Service or Product purchased through [www.boosthypnosis.com](http://www.boosthypnosis.com)

"Services" - means individual, group sessions online via videoconferencing or in person when offered by “Us”. for the educational purpose of personal or professional development.

“Online Sessions” refers to a single or series of sessions delivered through videoconferencing software chosen by “Us”.

“In-person Sessions” refers to a single or series of sessions carried out at a physical location chosen by “Us”.

"Products" or “Digital Downloads” - means any available paid audio, video or member area access available on [www.boosthypnosis.com](http://www.boosthypnosis.com). These "Products" are designed only for the educational purpose of personal or professional development. These "Products" are designed to provide help and assistance only, and do not seek to offer any diagnosis, treatment or cure for any medical condition. These "Products" are available and sold on an “as is” basis.

“We” or “Us” - means the brand name of Boost Hypnosis, operated by Oliver M. James Matthews, registered in Belgium with enterprise number: BE 0735.914.056

“You” or “The Client” - means any person or entity ordering "Services" or "Products".

#### **Article 2: Scope of application / applicable law**

The use of the services is governed and carried out in accordance with the laws of Belgium, in particular related to distance selling.

These services are designed to provide help and assistance only, **and do not seek to offer any diagnosis, treatment or cure for any medical condition.**

### **Article 3: Use of Services**

#### **Ordering:**

You are required to purchase and pay in full any amount immediately upon choosing a time and date for your first appointment.

#### **Eligibility:**

You must be aged 18 years or over to access any of the Services on this website.

For users under 18 years, written parental permission is required for any 'Service' - please contact [orders@boosthypnosis.com](mailto:orders@boosthypnosis.com) to arrange a consultation.

#### **Price:**

Price will be displayed prior to booking of any Services is currently and is as of 01.01.2021 VAT exempt.

#### **Payment:**

For all Products and Services we accept all major credit cards and debit cards, which are handled by Stripe, our payment processor.

Payment via bank transfer is possible on request

Payment must be made in full at all times upon ordering.

#### **Currency:**

We accept payment in Euros for all Products and Services. You are fully responsible for any charges levied by your financial institution for foreign currency transactions and or card fees.

#### **Delivery:**

Services will take place online unless otherwise specified.

Digital Download Products are available immediately after payment.

#### **Outcomes and Guarantees:**

On ethical grounds, we cannot guarantee specific outcomes for any Service or Product.

You are responsible for attending the required sessions and completing any tasks linked to the Services at the recommended schedule.

If you are for any reason unsatisfied with the Service or Product you received, please contact [orders@boosthypnosis.com](mailto:orders@boosthypnosis.com)

# Cancellation and Rescheduling Policy

## Rescheduling by You The Client:

Services carried out via **Online Sessions** may be rescheduled free of charge by the client, up to 24 hours before scheduled start-time as shown in the order confirmation email, for an alternative date and time up to a maximum of 30 calendar days later.

Services carried out via **in-person Sessions** may be rescheduled free of charge, up to 5 days before the scheduled start-time as shown in the order confirmation email. You may choose for an alternative date and time up to a maximum of 30 calendar days later.

Sessions which are rescheduled beyond the stated deadlines above incur a 65€ late modification fee, which must be paid before any further sessions take place.

You are encouraged to contact us via [orders@boosthypnosis.com](mailto:orders@boosthypnosis.com) should you encounter difficulties with attending your appointment, as soon as possible.

## Rescheduling by Us:

Most appointments will take place at the booked time. We reserve the right to reschedule any booked Services for any reason including but not limited to: force majeure, sickness, technical failure or scheduling issues which affect us. The Client will be notified of these changes by email.

The client understands that we are not liable for any costs incurred by the client due to rescheduling, including and without limitation to transportation, food, travel time, loss of income, or accommodation.

## Cancellation by You

You are first encouraged to contact us via [orders@boosthypnosis.com](mailto:orders@boosthypnosis.com) should you encounter difficulties with attending your appointment, as soon as possible.

It is possible to cancel your order of services within 14 days of ordering, this is your right of withdrawal. Proving that you do so in writing to [orders@boosthypnosis.com](mailto:orders@boosthypnosis.com) and at least 5 days before your first appointment.

## Cancellation by Us:

In the unlikely event that your order of Services is cancelled by us for reasons including but not limited to sickness, force majeure, technical failure or scheduling issues which affect Us. Any paid fees for any unused part of the Services will be refunded pro-rata within 14 working days:

## **Engagement:**

We reserve the right to terminate and refuse access to Service for any Order with the Client in the case of offensive, abusive or threatening behaviour by the Client. Any paid fees will be forfeited.

We reserve the right to refuse access to the Service for reasons of suitability with our expertise, our safety or the client's safety.

We reserve the right to terminate any Order for clients who fail to complete the ordered sessions within 3 months.

We reserve the right to change your appointment type to online or in-person and vice-versa depending on availability and suitability.

The client understands that we are not liable for any costs incurred by the client due to cancellation, including and without limitation to transportation, food, travel time, loss of income, or accommodation.

## **Late appointments:**

Appointments begin promptly at the scheduled time.

Please notify us immediately via [orders@boosthypnosis.com](mailto:orders@boosthypnosis.com) if you are running late for an appointment. Late arrivals can mean that your session will need to be rescheduled for an alternative date or additional time may need to be booked for an additional fee to be arranged with us.

## **Refund Policy**

### **Right of withdrawal:**

As per distance selling regulations, you may use your right of withdrawal and cancel your order without charge, providing that you do so within 14 calendar days of your order of services and at least 5 days before your first appointment.

Your right of withdrawal does not apply to digital download products.

### **Refund of Services**

In the case of cancellation by the client 5 calendar days before the first scheduled session, we aim to process the refund within 21 calendar days. We are not liable for delays in processing by our card processor or your bank.

Services cancelled beyond the 5 calendar day period are subject to a late €120 cancellation fee.

Once the first session has started, services are deemed to have been started, cancellation by the client will mean that all remaining sessions and their associated fees will be forfeited and the client is therefore ineligible to qualify for a refund.

Refunds will not be granted once the services have begun on any basis.

### **Refund of Digital Products:**

Due to digital products being a download, refunds cannot be offered as there is nothing tangible to return. If you do encounter problems, in case of technical issues or difficulties, please contact: [orders@boosthypnosis.com](mailto:orders@boosthypnosis.com)

### **Rights granted:**

You agree that any Product downloaded is strictly for your own personal use. You agree that you will not share, redistribute, copy, commercially exploit or create derivative works from the Product.

### **Article 4: Safety and Security**

#### **Privacy & Use of Personal Data**

The Client's personal data is collected and processed only in strict accordance with our [Privacy and Cookie Policy](#).

#### **Client Confidentiality**

The Client understands that their confidentiality will be maintained within all applicable legal requirements. Confidentiality does not apply in circumstances where we would be breaking the law.

Short digital notes may be taken during the session, these will be stored securely at all times. You have the right to inspect your records should you so wish, and this request will be fulfilled during a therapy session.

Sessions are not recorded, unless permission is provided or recording is advised to enhance the quality of the work.

Confidentiality may be breached if we consider there is a risk you may harm yourself or others.

In such exceptional circumstances, where there is concern for your well being or that of others, it may be necessary to seek help outside beyond our agreement.

In such an event where we are considering breaching confidentiality, you will normally be consulted first.

In the case of a disclosure concerning acts of terrorism, vulnerable adult or child protection issues or drug trafficking, confidentiality will be breached and such disclosures will be passed onto the relevant authority without delay.

Due consideration should be exercised before disclosing anything of a previously unreported criminal nature, as we are obligated to contact relevant authorities.

### **Safety and Security**

The Client is responsible for ensuring that he or she uses the Services' or Products in full accordance with the safety and security instructions provided by Us and does so at his or her own risk.

The Client shall never use any Services or Products whilst:

- Driving a vehicle, operating machinery or any activity that requires supervision
- Whilst under the influence of alcohol or state altering drugs, medication or substances
- Having undergone recent surgery
- Experiencing extreme fatigue
- Suffering from epilepsy, depression\*, senility, schizophrenia, personality disorders, or memory loss.
- Whilst on a course of state altering medication\*

\* In certain cases a written medical referral from the Client's healthcare provider is required, prior to the use of any Services. Failure to provide this information will result in termination or refusal of Services.

The Client may experience strong emotions and is advised to inform us immediately of any difficulties or discomfort.

The Client accepts full responsibility for scanning any digital Product for viruses, malware or other potentially harmful material.

### **Memories:**

Occasionally our Services involve the experience of seeming to remember a past event. It should be noted that any information remembered in this way has as much chance of being false, as it does being based on an actual event. We will keep this kind of work to an absolute minimum.

### **Physical contact**

Occasionally some interventions require direct touch e.g. lifting a wrist. We will always ask

your permission and explain exactly what and where the physical contact will occur prior to every occurrence. You may choose for us to work together entirely without touch; if you would prefer to do so, please let us know at the beginning of the session.

#### **Article 5: Disclaimer of Warranties**

We are not responsible for the use or misuse by the Client of the Services or Products provided by us or any third party.

The Client agrees that the Products or Services are provided strictly on an “as is” and “as available” basis. Use of the Products or Services is at the Client’s own risk. To the maximum extent permitted by applicable law, We expressly disclaim all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the Client from us or through the Services or Products will create any warranty not expressly stated herein.

To the maximum extent permitted by applicable law, in no event shall we be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Services or Products;
- personal injury, or property damage, of any nature whatsoever, resulting from the Client’s use of the Services or Products.

This article shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the client. The terms give the client specific legal rights, and the client may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

#### **Article 6: Not Medical Advice**

The Client understands that the Products and Services provided by us and the claims made by us on this website [www.boosthypnosis.com](http://www.boosthypnosis.com) have not been reviewed or verified by any official authority or healthcare professional.

The information on [www.boosthypnosis.com](http://www.boosthypnosis.com) and the Products and Services provided by us are provided for educational and informational purposes only. They are not medical advice, diagnosis or prescription and must not be used in this way.

The client understands that we are not medical professionals, psychologists or healthcare professionals.

**Article: 7 Jurisdiction**

These terms and conditions are exclusively governed by the laws of Belgium, in the event of a dispute, only the courts of Leuven shall have jurisdiction.

Last update: 10/05/2024