



## **Terms and Conditions**

### **Service Terms with VWellness**

#### **Safety Policy**

This document outlines the terms and conditions of my service, Victoria Blackshaw of VWellness.

I inform my clients that should you purchase one of my products or services, you are doing so at your own risk. I ask that clients sign a client intake form before private sessions, and sign a liability waiver form before attending my services, also available to download on the homepage of this website.

I do not accept any liability for any error or omission and exclude all liability for any action you (your legal representatives, heirs) may take, or loss, or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information on my website or provided through any service supplied by me to you.

You, your legal representatives and your heirs release waive, discharge and covenant, are not to sue VWellness or Victoria Blackshaw for any injury or death caused by their negligence or other acts.

The Healing Space at 1 Martins Mount, Barnet, Herts, EN5 5LQ is open strictly to clients and people working with VWellness and with Victoria Blackshaw, and the entrance doors to the premises will be locked during any of our sessions to ensure that belongings are kept safe. This said, no instructors and employees of VWellness and Victoria Blackshaw are responsible for loss or damage to a client's personal belongings.

I reserve the right to make alterations to the types of facilities provided, without notice and in its absolute discretion and shall not be liable for any loss occasioned by such alterations except in so far as loss is by law incapable of exclusion.

#### **Service Policy**

I reserve the right to amend and/or cancel VWellness public and private events and activities without notice.

#### **Safeguarding Policy**

I am a certified Sound Therapist, with first aid training and hold professional liability insurance with Balens.

#### **Terms and Conditions of this Website and VWellness Services**

This website is managed by VWellness and Victoria Blackshaw, the owner of the brand. Throughout the site, the terms "me", and "my" refer to Victoria Blackshaw. Victoria Blackshaw offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting my site and/ or purchasing something from me, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply

to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions of service carefully before accessing or using my website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use the services.

Any new features or tools which are added to the online shop shall also be subject to the Terms of Service. I reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to this website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

#### 1. Online Purchase Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given me your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

#### 2. General Conditions

I reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

#### 3. Accuracy, Completeness and Timeliness of Information

I am not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. I reserve the right to modify the contents of this site at any time, but I have no obligation to update any information on my site. You agree that it is your responsibility to monitor changes to my site.

#### 4. Modifications to Services and Prices

Prices for my products or services are subject to change without notice. I reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. I shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### 5. Products or Services

I reserve the right, but am not obligated, to limit the sales of my products or services to any person, geographic region or jurisdiction. I may exercise this right on a case-by-case basis. I reserve the right to limit the quantities of any products or services that I offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of me. I reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

I do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

## 6. Accuracy of Billing, Refunds and Account Information

I reserve the right to refuse any order or request you place with me. I may, in my sole discretion, limit or cancel quantities purchased or reserved per person, per household or per order or reservation. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that I make a change to or cancel an order or reservation, I may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order or reservation was made. I reserve the right to limit or prohibit orders or reservations that, in my sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases or reservations made on my website and at my store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that I can complete your transactions and contact you as needed. Please review my Refund Policy on the website for details on cancellations and rescheduling.

## 7. Optional Tools

I may provide you with access to third-party tools over which I neither monitor nor have any control nor input. You acknowledge and agree that I provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. I shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

I may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## 8. Third Party Links

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with me. I am not responsible for examining or evaluating the content or accuracy and I do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

I am not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## 9. User Comments, Feedback and Other Submissions

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. I take no responsibility and assume no liability for any comments posted by you or any third-party.

## 10. Personal Information

Your submission of personal information through the store or website is governed by my Privacy Policy.

## 11. Errors, Inaccuracies and Omissions

Occasionally there may be information on my site or in the service that contains typographical errors, inaccuracies or omissions that may relate to product or service descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. I reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on my website, in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order or request).

I undertake no obligation to update, amend or clarify information on my website, in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the website, in the service or on any related website, should be taken to indicate that all information on the website, in the service or on any related website has been modified or updated.

## 12. Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the website, the service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the website, the service or any related website, other websites, or the Internet. I reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.

## 13. Disclaimer of Warranty: Limitation of Liability

I do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. I do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time I may remove the service for indefinite periods of time or cancel the service at any time, without noticing you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by me) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall VWellness, Victoria Blackshaw, directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## 14. Indemnification

You agree to indemnify, defend and hold harmless VWellness, Victoria Blackshaw, and my parents, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## 15. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## 16. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or me. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use my services, or when you cease using my site.

If in my sole judgment you fail, or I suspect that you have failed, to comply with any term or provision of these Terms of Service, I also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to my services (or any part thereof).

## 17. Entire Agreement

The failure of me to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by me on this site or in respect to The Service constitutes the entire agreement and understanding between you and me and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and me (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## 18. Governing Law

These Terms of Service and any separate agreements whereby I provide you services shall be governed by and construed in accordance with the laws of 1 Martins Mount, Barnet, Herts, EN55LQ.

## 19. Changes to Terms of Service

You can review the most current version of the Terms of Service at any time at the bottom of the homepage - this page. I reserve the right, at my sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to my website. It is your responsibility to check my website periodically for changes. Your continued use of or access to my website or the service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## 20. Contact Information

Please contact me if you have any questions - Vic at [hello@vwellness.co.uk](mailto:hello@vwellness.co.uk).

Reviewed: March 2022