



# headnosis

## Terms and Conditions

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This page together with the documents referred to on it tells you the Terms and Conditions on which we supply any of the products ("Products") listed on our website [www.Headnosis.com](http://www.Headnosis.com) (the "Website") to you. Please read these Terms and Conditions carefully before ordering any Products from our Website. You should understand that by ordering any of our Products you agree to be bound by these Terms and Conditions.

You should print a copy of these Terms and Conditions for future reference.

Please read through these Terms and Conditions carefully every time you use the Website, your attention is drawn to Sections 3 and 4 (Limitation of Liability and Virus Disclaimer & External Sites). Please also read our Privacy Policy regarding your personal information.

Please click on the button marked "I Accept" at the end of these Terms and Conditions if you accept them. Please understand that if you refuse to accept these Terms and Conditions, you will not be able to order any Products from our site.

#### 1. GENERAL

1.1 By using this Website and/or Headnosis Ltd's products and/or services you agree to the Terms and Conditions set out here in these Terms and Conditions.

1.2 We reserve the right to change these Terms and Conditions at any time. Any such changes will take effect when posted on the Website and it is your responsibility to read the Terms and Conditions on each occasion that you use this Website and your continued use of the Website shall signify your acceptance to be bound by the latest Terms and Conditions.

1.3 You agree that you have read and understood these Terms and Conditions and that you will continue to keep yourself informed of these Terms and Conditions.

#### 2. COMPANY INFORMATION

2.1 [www.Headnosis.com](http://www.Headnosis.com) is a site operated by Headnosis Limited. Headnosis Ltd is a company registered in England with company number 12149481 whose registered office is at Marlborough House, Victoria Road, South Chelmsford Essex CM1 1LN.

2.2 Headnosis Ltd's Directors are Timothy Smale, Ann O'Neill, Tony Pearce and Jeremy Dawkins.

2.3 Timothy Smale is a member of the Hypnotherapy Association and of the Hypnotherapy Society. Full details can be found at [www.hypnotherapysociety.com](http://www.hypnotherapysociety.com), [www.thehypnotherapyassociation.co.uk](http://www.thehypnotherapyassociation.co.uk)

### 3. LIMITATION OF LIABILITY

3.1 Nothing in these Terms and Conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability, which may not otherwise be limited or excluded under applicable law.

3.2 Subject to Section 3.1 above:

3.2.1 Headnosis Ltd will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site including text, video and audio. Subject to Section 3.1 above, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.

3.2.2 Please note that information on these pages and on our Products is not a substitute for qualified medical advice and does not replace the advice of your doctor. Headnosis Ltd accepts no liability for your use of this Website and for the information contained on this Website or Products. You acknowledge that as you have not received any personalised advice from Headnosis Ltd, Headnosis Ltd cannot be liable for the suitability of our Products and/or information provided as part of our services, to your particular circumstances and for any consequences thereof and you acknowledge that usage of any of our Products and services is at your own risk. Furthermore, no guarantee can be given of any outcome as a result of your use of any of our Products or services.

3.2.3 Most of our Products and programmes utilise hypnosis/altered states of consciousness. Every Product is prepared by one or more trained, qualified and practising hypnotherapists. However, because altered states of awareness are involved you should not use our Products when driving, using machinery or doing anything which requires your attention. For reasons of good practise our Products and programmes are not a substitute for qualified medical treatment. Therefore, if you think you have or may have a medical condition of any kind then you should seek the appropriate support and only use our Products with the informed consent and guidance of your doctor.

3.2.4 Headnosis Ltd will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these Terms and Conditions for any:

- a. economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated saving);
- b. loss of goodwill or reputation;
- c. special or indirect losses; or
- d. other losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these Terms and Conditions.

3.2.5 Notwithstanding the above, Headnosis Ltd's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to the amount paid or payable by you for the Product(s) and/or services in respect of one incident or series of incidents attributable to the same clause, whichever is the greater.

3.2.6 This clause 3 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

3.3 Headnosis Ltd shall have no liability to pay any money by way of compensation in relation to the infringement by any person of any intellectual property rights of any third Party caused by their use of [www.Headnosis.com](http://www.Headnosis.com).

### 4. VIRUS DISCLAIMER & EXTERNAL SITES

4.1 Reasonable steps have been taken to protect this Website by anti-virus software but all visitors are advised to take all necessary steps to ensure that no virus contamination occurs. Subject to clause 3.1 above, no responsibility can be accepted by Headnosis Ltd for any loss or damage sustained as a consequence of any virus transmission.

4.2 Any links to other websites owned and operated by third parties ("External Sites") and any references to other authors' books, products or services are provided for information only for smooth processing of your transaction. Nothing on this Website shall be deemed to be an endorsement of any such website / trainer / course / seminar / workshop / book / or product by Headnosis Ltd.

4.3 Headnosis Ltd shall not in any event be liable for any content of any such External Sites. Subject to clause 3.1 above, Headnosis Ltd cannot accept any liability for any loss of data or damage to your computer system (or any other computer system with which you may interact through

your computer system and related peripheral components) which occurs due to your use of this Website, our Products or as a result of downloading material from this Website or External Sites.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 All copyright, design right, database right, patents and any right to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications thereof and other like rights in our CDs and MP3s belong to and vest in Headnosis Ltd or are licensed by Headnosis Ltd unless otherwise specified.

5.2 All copyright, design rights, database right and other like rights in the www.Headnosis.com website design and software belong to and vest in Headnosis Ltd unless otherwise specified. All such rights are asserted and reserved.

5.3 In respect of Headnosis.com, the CDs and MP3s you shall not:

5.3.1 hack, attempt to hack, distribute, modify, transmit, re-use, re-post, or use any, all or part of them or the information contained therein for any purpose other than as set out above;

5.3.2 make any commercial use without Headnosis Ltd's prior written consent;

5.3.3 provide hypertext links, URL links, graphic links, hyperlinks or other direct connection for profit or gain to them without Headnosis Ltd's prior written permission;

5.3.4 display, publish, copy, print, post or otherwise use them and the information contained therein for the benefit of any third party or External Site without Headnosis Ltd's prior written consent; and

5.3.5 process or otherwise use the information contained on or within them for any illegal or immoral purpose or use or process the same unfairly.

5.4 You must retain all copyright notices and other proprietary notices contained on Headnosis.co.uk, the CDs and MP3s.

5.5 All third party copyright, design rights, database rights, patents, trade names and trade marks are the property of their respective owners and Headnosis Ltd makes no warranty or representation in relation thereto.

## 6. SERVICE AVAILABILITY post commercial launch (CLause 6 -15)

Our site is only intended for use by people resident in the UK . We do not accept orders from individuals outside those countries.

## 7. YOUR STATUS

By placing a order for a product through our site, you warrant that:

7.1 you are legally capable of entering into binding contracts;

7.2 you are at least 18 years old;

7.3 you are resident of the UK; and

7.4 you are accessing our site from the UK.

## 8. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

8.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the "Dispatch Confirmation"). The contract between us (the "Contract") will only be formed when we send you the Dispatch Confirmation.

8.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products, which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

## 9. OUR STATUS

9.1 Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the Terms and Conditions of that third party seller, which they will advise you of directly. You should carefully review their Terms and Conditions applying to the transaction.

9.2 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.]

## 10. CONSUMER RIGHTS

10.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 14 below).

10.2 To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

10.3 Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your statutory rights.

## 11. AVAILABILITY AND DELIVERY

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

## 12. RISK AND TITLE

12.1 The Products will be at your risk from the time of delivery.

12.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## 13. PRICE AND PAYMENT

13.1 The price of any Products will be as quoted on our Website from time to time, except in cases of obvious error.

13.2 These prices include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Delivery Guide .

13.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

13.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our Website may be incorrectly priced. We will normally verify prices, as part of our dispatch procedure so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our Website, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

13.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

13.6 Payment for all Products must be by credit or debit card. We accept payment with MasterCard, Visa, Switch, Solo, Maestro, Visa Electron, and Visa Delta. We will not charge your credit or debit card until we dispatch your order. Payment can be made by using the PayPal payment method or by cheque also.

## 14. OUR REFUNDS POLICY

14.1 When you return a Product to us:

14.1.1 if you have cancelled the Contract between us within the seven-day cooling-off period (see clause 10.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.

14.1.2 for any other reason (for instance, because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

14.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

14.3 Under the Distance Selling Regulations, you have a right to cancel your order for any item purchased on this website for a full refund. This does not apply to any purchased CDs if the seal on the packaging has been broken, nor to any downloaded products if their electronic seal has been broken (the electronic seal will be deemed to have been broken when you have entered the

download code that you will be sent by separate email after payment has been made which gives you access to the download, please note that on entering of the code you will lose your right to cancel the contract under the Distance Selling Regulations).

#### 15. IMPORT DUTY

15.1 If you order Products from our Website for delivery outside the UK, they may be subject to import duties and taxes, which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

15.2 Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

#### 16. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### 17. NOTICES

All notices given by you to us must be given to Headnosis Ltd at info@Headnosis.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 16. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

#### 18. TRANSFER OF RIGHTS AND OBLIGATIONS

18.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

18.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

18.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### 19. EVENTS OUTSIDE OUR CONTROL

19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

19.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

19.2.1 strikes, lock-outs or other industrial action.

19.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

19.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

19.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

19.2.5 impossibility of the use of public or private telecommunications networks.

19.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

19.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

#### 20. WAIVER

20.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

20.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

20.3 No waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 17.

#### 21. SEVERABILITY

If any of these Terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### 22. ENTIRE AGREEMENT

22.1 These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

22.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms and Conditions.

22.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms and Conditions.

#### 23. LAW AND JURISDICTION

Contracts for the purchase of Products through our Website will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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