



'Awakened Heart, Radiant Soul' Membership Terms and Conditions

I am so pleased you have decided to sign up for my membership - please read the following important terms and conditions before you commit to using them.

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

The intention is that it will bring clarity to our relationship, protect both of us and take care of the business side of things so that we can get on with the good energy stuff! Please let me know if there are any clauses that you do not understand or that contradict your understanding of my services.

In this contract:

- 'I', 'me' or 'my' means Claire Williams trading as Your Soul Energy
- 'You' or 'your' means the person buying or using my services and resources.

If you would like to speak to me about any aspect of this contract, please contact me by e-mail at Claire@yoursoulenergy.uk

BACKGROUND

I have a meditation, energy healing and energy psychology based membership. The details of the membership are set out on the webpage or sales page where you signed up for the membership (membership description).

I am a sole trader and my trading address is 1 Orville, Mallows Field, Halstead, Essex CO9 2LL trading as Your Soul Energy and with its registered office at the address above.

1 Introduction

- 1.1 If you sign up to my membership you agree to be legally bound by this contract.
- 1.2 If you use any of my free resources (for example a free trial, podcasts, workbooks, discovery sessions or any other resources I may offer free of charge from time to time) you also agree to be legally bound by this contract as appropriate, excluding the clauses relating to payment and consumer rights legislation.
- 1.3 When signing up for the membership or using any resources you also agree to be legally bound by:
 - 1.3.1 my website terms of use and privacy policy click [here](#)
 - 1.3.2 specific terms which apply to my membership which may be set out on the webpage for the membership or in email correspondence between us.

All these documents form part of this contract as though set out in full here.

2 Information I give you

- 2.1 Certain sections of this contract only apply to you and me if you are a 'consumer', that is if you are an individual acting for purposes which are wholly or mainly outside your business or profession. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that I must give you certain key information before a legally binding contract of sale between you and me is made (see the summary box below). I shall give you this information in a clear and understandable way either in this contract or the membership description.

I shall give you information on:

- the main characteristics of the membership
- who I am, where I am based and how you can contact me
- the price of the membership
- the arrangements for payment, your access to the membership and any relevant timeframes
- how to exercise your right to cancel the contract in the cooling off period if you are a consumer
- my complaint handling policy

3 Ordering services from me

- 3.1 Below, I set out how a legally binding contract between you and me is made:
- 3.2 You sign up for the membership by clicking on the relevant payment link on my website.
- 3.3 When you sign up for my membership by clicking on the payment link on my site, I shall acknowledge it by email. This acknowledgement does not, however, mean that you have been accepted into the membership. I may contact you in my sole discretion and refuse entry to the membership, for example if I do not think the membership is right for you or there has been a mistake in the pricing or description of the membership. I do not have any obligation to provide a reason for this refusal.

4 The membership

- 4.1 If you are a consumer you have protection under consumer rights legislation, including that I must provide the membership with reasonable care and skill.
- 4.2 The availability of the membership might be affected by events beyond my reasonable control. If so, there might be a delay before I can make the membership available again. I shall make reasonable efforts to limit the effect of any of those events, I shall keep you informed of the circumstances and I shall try to provide access as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include illness, pandemics, epidemics, IT issues and problems with hosting providers, any law or action taken by a government or public authority.
- 4.3 In the event that membership resources are not available in whole or in part at any time, or becomes corrupted, is deleted or fails to be stored, I shall have no liability in any circumstances.
- 4.4 When you gain access to the resources in the membership, the resolution and quality of the resources you receive will depend on a number of factors, including the type of device you are using and your bandwidth, which may fluctuate during the course of your viewing. While I use all reasonable endeavours to provide a quality viewing experience, I cannot make any guarantee as to the resolution or quality of the content you will receive.
- 4.5 In order to gain access to the resources in the membership, you will need to use a personal computer, portable media player, or other device that meets the system and compatibility requirements of the membership platform and software from time to time. I may change the requirements for compatible devices from time to time and, whether a device is (or remains) compatible may depend on software or systems provided by the device manufacturer or other third parties. As a result, devices that are compatible when you sign up may cease to be compatible in the future.

4.6 I reserve the right to make changes to the membership from time to time. The availability of the content, as well as platforms and compatible devices, may change from time to time. I also reserve the right to replace or remove any resources and the platforms available to you through the membership, and to otherwise make changes in how I operate it. I may from time to time, with respect to any or all members offer certain features or other elements of the membership, including promotional features, user interfaces, plans, pricing, and advertisements.

4.7 **No Sharing of login details.** You may not share, give or sell your login details to any other person or entity. Excessive viewings or logins by any member may be treated as fraudulent use of the membership, in which case it will result in the immediate cancellation of membership without refund. When you become a member you agree to take all actions possible to protect your login details from fraudulent use. I reserve the right to cancel any membership I believe has been compromised, or is being used fraudulently, at my sole discretion.

4.8 The membership is not suitable for persons under 16 years of age, and by signing up you confirm that you are eighteen years of age or older.

5 Your responsibilities

5.1 You will pay the fees for the membership in accordance with the membership description.

5.2 **Account, Password and Security.** When you sign up for the membership you will be given your login information via email. You are responsible for maintaining the confidentiality of your password and other login information and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify me of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. Each registration is for a single user only. You may not use another member's account without prior authorization from me.

5.3 Any content you post or submit to our site or to our Facebook Group while you are a member is subject to our website terms of use and acceptable use policy.

5.4 You acknowledge that deciding how to handle any issues which may arise as a result of your joining the membership, the choices you make in relation to them and whether or not you follow through on any information I provide is exclusively your responsibility. For this reason, although I fully expect great results to come from your participation in the membership, I cannot guarantee any specific outcomes or that all members will achieve the same results. The results are entirely dependent on your commitment and the effort you put into the resources I make available.

5.5 I am a qualified Reiki Master and energy healer, EFT advanced practitioner, qualified NLP practitioner, life coach and Hypnotherapist and a trained meditation teacher. The role of the membership is to offer you guidance and resources to help you with self care practices and taking time for yourself, so that you may make positive health and lifestyle changes in order to make progress towards your goals.

5.6 My resources do not treat mental disorders and are not a substitute for counselling, therapy, mental health care or medical treatment of any kind. By signing up for the membership you confirm that you will not use the resources in place of any form of counselling, therapy or medical treatment.

5.7 If you are currently receiving treatment from a doctor or other healthcare professional, by agreeing to these terms and conditions and signing up for the membership, you confirm that you have consulted with the person treating you regarding the advisability of signing up for my membership and that this person is aware of and supports your decision to proceed with the membership.

5.8 The resources in the membership do not in any way constitute specific advice or recommendations. They are for training and guidance only. I am not able to advise you on your individual circumstances.

6 Fees and payment

- 6.1 All prices quotes are the whole price; I am not registered for VAT.
- 6.2 The fees for the membership are set out in the membership description.
- 6.3 Membership fees are payable monthly. The membership fees are billed on a periodic basis as specified at the time of purchase (e.g., monthly, quarterly, or yearly). Your membership subscription will continue on a recurring basis corresponding to the term of your subscription unless and until you cancel your subscription in accordance with clause 12.1 or the account or the membership is otherwise suspended or discontinued according to the terms of this agreement.
- 6.4 I may increase the price of the membership fees in future, in which case I will notify you via email. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days' prior notice before the charge is made. If you are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due
- 6.5 The membership fees are non-refundable except for:
 - 6.5.1 if you are a consumer, your right to a 'cooling off' period, as described in clause 7 below; or
 - 6.5.2 where I cancel your membership (other than under 12.3 below) you are entitled to a partial refund for any period of time which you have paid for in advance and during which you will not have access to the membership.
 - 6.5.3 In all other circumstances I am not able to refund to you any of the payments you have made in advance, as this policy is a reflection of the amount of preparation I need to put into the membership to make it most effective for you. This approach also helps you with your own accountability and commitment to improving your life through my membership services.
 - 6.5.4 In view of my clear no-refund policy, I do not tolerate any type of chargeback threat or actual chargeback from your credit or debit card company. In the event that a chargeback is placed on a purchase or I receive a chargeback threat during or after your purchase, or after the end of the cooling off period if you are a consumer, I reserve the right to report the incident to credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as non-payment on your account which could have a negative impact on your credit rating.

7 Cooling off period for consumers

- 7.1 If you are a consumer, subject to 7.3, you have the right to cancel this contract within 14 days without giving any reason. You are a consumer if you are an individual acting for purposes which are wholly or mainly outside your business.
- 7.2 The cancellation period will expire 14 days after you sign up for the membership.
- 7.3 However, if you confirm to me that you wish to gain access to the membership resources during the 14 day cooling off period, then at this point my refund policy set out in clause 7.4 will apply and if you subsequently exercise your right to cancel during the 14 day cooling-off period you will have to pay my reasonable costs of membership services provided within that time. You confirm you wish me to start to provide the membership services within the 14 day cooling off period by doing any of the following during that time: accessing or downloading any digital resources I make available to you; or joining any private social media group associated with my membership; or accessing any other supporting materials made available to you.
- 7.4 If you cancel this contract in accordance with the cooling off period in clause 7.1, I shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. However, this will only be

the case if you have not confirmed to me you wish me to provide the membership services as specified in clause 7.3. for which you will have to pay my reasonable costs.

8 Intellectual property

- 8.1 If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.
- 8.2 The resources in the membership are provided for your information and personal use only and (unless I explicitly state or agree otherwise in writing) may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever.
- 8.3 I will record live sessions that I make available to you through the membership. If you participate in such sessions, you authorise me to use your image and voice in any such recordings (and to make use of such recordings in any way I think fit) without payment, other condition or need for further consent.

9 How I may use your personal information

- 9.1 I shall use the personal information you give to me to:
 - 9.1.1 provide the membership;
 - 9.1.2 process your payment for the membership; and
 - 9.1.3 inform you about any similar products and services that I provide, though you may stop receiving this information at any time by contacting me.

For full details of how I deal with your personal data, see my privacy policy here

<https://www.yoursoulenergy.uk/privacy-policy> I shall not give your personal information to any third party unless you agree to it.

10 Confidential information

- 10.1 Where you participate in any group sessions, for example in communications in the EFT tapping circles, or as part of a Facebook group, you agree to keep strictly confidential any information shared by other members and not to share it with any third parties. You will not use the confidential information of any member for your own benefit except with the explicit consent of that member.
- 10.2 The obligations in clauses 10.1 will not apply to information which:
 - 10.2.1 has ceased to be confidential through no fault of either party;
 - 10.2.2 was already in the possession of the recipient before being disclosed by the other party; or
 - 10.2.3 has been lawfully received from a third party who did not acquire it in confidence.
- 10.3 Your confidentiality obligations under this clause will continue after termination of this agreement.

11 Resolving problems and complaints

- 11.1 In the unlikely event that there is a problem with the membership, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.
- 11.2 I may at my option vary or re-perform the services if there is a problem and the terms of this agreement will apply to any re-performed services.
- 11.3 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12 Termination of your membership

- 12.1 **Your right to cancel.** You may cancel your membership at any time, providing 1 calendar months notice. After you cancel, you will continue to have access to all the resources until the end of the billing cycle. Your membership fees are recurring and your membership must be cancelled prior to the renewal date in order to avoid additional membership charges. It is your responsibility to notify me if you wish to terminate your membership before the expiry date.
- 12.2 You cancel your membership by contacting our customer support team at Claire@yoursoulenergy.uk Please put the subject heading as "Membership Cancellation"
- 12.3 I may terminate your membership if you commit any material breach of the terms of this contract.
- 12.4 If I terminate your membership and suspend or discontinue your access due to your breach of this contract, then you will not be entitled to any credit, refund or discount in relation to the membership fees already paid by you.
- 12.5 If this contract is ended it will not affect my right to receive any money which you owe to me under this contract and it will not operate to affect any provisions that expressly or by implication survive termination.

13 Limit on my responsibility to you

- 13.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury caused by negligence), I am not legally responsible for any:
- 13.1.1 losses that:
- (a) were not foreseeable to you and me when the contract was formed;
 - (b) that were not caused by any breach of these terms on my part; and
- 13.1.2 business losses, including loss of business, business interruption, loss of profits, loss of management time and loss of business opportunity.
- 13.2 My total liability to you is limited to the amount of fees paid by you for the membership services and you confirm your understanding that the price of my membership is calculated bearing in mind this limit on my liability. If you would like me to assume a greater degree of potential liability, please contact me for a revised price for my membership services.

14 Disputes

- 14.1 I shall try to resolve any disputes with you quickly and efficiently.
- 14.2 If you and I cannot resolve a dispute using my internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.
- 14.3 The laws of England and Wales will apply to this contract.
- 14.4 In the event of a dispute between us, you and I agree not to engage in any conduct or communications, including on social media, designed to disparage each other or my website, products and services.

15 Entire agreement

These terms constitute the entire agreement between us in relation to your purchase.

16 Third party rights

- 16.1 No one other than a party to this contract has any right to enforce any term of this contract.