

A Definitions

1. "Client" is the person (or persons) who receives the Services (where more than one they are joint and severally liable)
2. "Services" are provided as one-off treatment sessions, or a fixed, reduced-price course of treatment sessions, of therapy including hypnotherapy, counselling and NLP coaching offered by Claire Cross. Please also refer carefully to our 'The Way We Work' document for additional information.
3. "Claire Cross" is Claire Cross, Clinical Hypnotherapist, Counsellor and NLP Coach, also trading as 'Make Positive Changes' of Landmere Cottage, Landmere Lane, Ruddington, NG11 6ND.

B Price and payment

1. The Price for the Services is set out on our website and or provided to the Client prior to the commencement of the Services. There is no VAT. The Price excludes any expenses that will be incurred by Claire Cross, and these are invoiced separately. Travel is charged at 45p per mile or public transport at cost.
2. The Price and, where applicable, any expenses, shall be the Fees of Claire Cross.
3. The Fees for the Services shall be paid in full in advance.
4. The Services shall be delivered by telephone, online, by zoom or in person, as agreed from time to time. If the Client requests to change the location or manner of the delivery of the Services, further Fees may be due.
5. The Fees for the Services shall be paid in advance. Where a course of treatment sessions is booked the Fees are for the complete course, and **you should refer to clause C below for the consequences of cancellation and/or rescheduling any of the Services.**

C Rearrangements of the Services and Cancellation of Proposal

1. The Services can be rearranged or cancelled by either party in writing or by email to [EMAIL](#) subject to the matters set out in this clause.
2.
 - 2.1 If Claire Cross cancels the Services, unless in accordance with clause 2.2 below, Fees for any of the Services paid by the Client in advance will be repaid to the Client within 14 days of cancellation. Any Fees paid for Services already delivered will not be refunded. No further refunds, sum or compensation will be payable to the Client by the Claire Cross arising from such cancellation.
 - 2.2 The Services may be also terminated if payment of the Fees is not made in accordance with these terms, or if the Client commits a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing, or the Client makes any statements or behaves in any way or requests Claire

Cross to undertake any actions that are discriminatory, illegal or immoral, or if the Client enters into any form of insolvency arrangement or suspends its business. Upon such termination, there shall be no refunds and the Client shall immediately pay any outstanding sums to Claire Cross, whether the Services have been delivered or not.

3. In the unlikely event of Claire Cross having to reschedule the Services, Claire Cross will give the Client as much notice as reasonably practical and offer alternative dates to deliver the Services as soon as practicable. No refunds, sum or compensation will be payable to the Client by the Claire Cross arising from such rescheduling.
4. If the Client seeks to rearrange any Services booked, at least 24 hours' notice must be given to Claire Cross. If less than 24 hours' notice is given, or if the Client seeks to postpone the Services for a second time (after rearrangement of the Services has once been agreed) then the Fees **for that part of the** Services are forfeited.
5. If the Client seeks to cancel the Services in their entirety, then the Fees for all agreed Services (whether provided at the date of cancellation or otherwise) will be payable **in full** by the Client. Any sums already paid by the Client will be forfeited. If installments have been agreed, the Fees must still be paid in full for all Services whether provided or not at the time of cancellation.

D General Conditions

1. Verbal or email instructions to progress or making a payment of the Fees requested – including the selection of the online payment system to book the Services - will constitute an acceptance in full of these Terms and Conditions.
2. The Services supplied shall be provided from the date, at a location and for a period of time agreed from time to time. The Services shall terminate when they are completed, and all payments have been made in full. Variations to the Services may only be agreed in writing.
3. Claire Cross shall use reasonable endeavours to meet any performance dates, but such dates shall be estimates only, and time is not the essence of the contract.
4. The Fees will be paid on invoice by bank transfer, and/or via our online payment system Stripe from time to time. VAT is not applicable. Payment terms are 'immediately due', and payment is not deemed to have been made until the Fees have been paid in full. If payment is not made in full and within time, the Services may be suspended and payment in advance may be required before the Services are re-commenced.
5. If payment is not made in accordance with the above clauses, Claire Cross reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.
6. Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the Services or making proper use of the Services. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website at www.makepositivechanges.com/policies-for-makepositivechanges

7. Unless otherwise agreed in writing, the property and copyright or any other intellectual property rights in any materials produced by Claire Cross to deliver the Services shall remain ours. They may not be copied or used without our written permission.
8. Claire Cross's liability in respect of any loss of good will, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL.
9. Claire Cross will use reasonable care and skill in performing the Services. Where any valid claim in respect of the Services is made the client may only be entitled to a refund of the Fees or part of the Fees. In respect of any other direct losses (in Contract or Tort) the total liability of Claire Cross will not exceed £6,000,000.00 (six million pounds)
10. Nothing in these Terms will exclude or limit liability for death or serious injury caused by Claire Cross's negligence.
11. The Services may be terminated if payment of the Fees is not made in accordance with these terms, or if the Client commits a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing, or the Client makes any statements or behaves in any way or requests Claire Cross to undertake any actions that are discriminatory, illegal or immoral, or if the Client enters into any form of insolvency arrangement or suspends its business. Upon termination, the Client shall immediately pay any outstanding sums to Claire Cross.
12. If Claire Cross is limited or hindered from providing Services booked by the Client due to circumstances beyond her control eg. Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, epidemic or pandemic, then the liability of Claire Cross to the Client shall not exceed the amount paid by the Client for the Services. Claire Cross is entitled to be paid for all Services delivered to the Client up to that point, and or for any expenses incurred, and shall not be liable for any additional losses incurred by the Client in such circumstances.
13. Nothing in these terms is intended to create a partnership or joint venture between Claire Cross and the Client, and no party has the right to act as agent for the other or to bind the other party in any way.
14. These terms and any dispute arising from them shall be governed by the laws of England and Wales.