

TERMS OF SERVICE

OVERVIEW

This website is operated by Jon Adkin BAHyp. Throughout the site, the terms “we”, “us” “I” and “my” refer to Jon Adkin BAHyp. Jon Adkin BAHyp 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 us, you engage in my “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 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 any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to my 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.

SECTION 1 - ONLINE STORE 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 us your consent to allow any of your minor dependents to use this site. You may not use my 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.

SECTION 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 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.

SECTION 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. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on my site. You agree that it is your responsibility to monitor changes to my site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for my products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to my Return Policy.

We reserve the right, but are not obligated, to limit the sales of my products or Services to any

person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We 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.

We 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.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in my sole discretion, limit or cancel quantities purchased per person, per household or per order. 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, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders 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 made 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.

If paying a monthly subscription, you agree to pay the full purchase price over the instalments and any failure to pay will result in all services being suspended. Non-payments will be followed up through the necessary channels to ensure payment in full.

SECTION 7 - OPTIONAL TOOLS

I may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement.

We 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.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via my Service may include materials from thirdparties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. 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.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at my request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. I shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

I may, but have no obligation to, monitor, edit or remove content that we determine in my sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

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 libellous 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.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by my Privacy Policy. To view my Privacy Policy.

SECTION 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 descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

I undertake no obligation to update, amend or clarify information 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 in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 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 my 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 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 Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

I do not guarantee, represent or warrant that your use of my 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 notice to 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 us) 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 Jon Adkin BAHyp, my 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, my liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Jon Adkin BAHyp and my parent, 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.

SECTION 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.

SECTION 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 us. You may terminate these Terms of Service at any time by notifying us that you Jon Adkin BAHyp wish to use my Services, or when you cease using my site.

If in my sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we 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).

SECTION 17 - ENTIRE AGREEMENT

The failure of us 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 us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us 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.

SECTION 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 6 Blossom, County Durham, DAL, DL3 0YX, United Kingdom.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We 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.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to me at jadkin.bahyp@gmail.com

SECTION 21 – Online Products TERMS AND CONDITIONS

Terms and Conditions for Online products

1. By signing up to work with Jon Adkin BAHyp you are agreeing to these Terms and Conditions.
2. The terms and conditions below apply to all online services provided by Jon Adkin BAHyp to any individual or organisation (“the client”) and constitute a contract for the service to be provided by Jon Adkin BAHyp for the client. The term online product refers to any product or system that Jon Adkin BAHyp sells, to clients and where appropriate includes mentoring and supervision services for clients, or others.
3. In return for the fees payable by the client, Jon Adkin BAHyp agrees to provide the service as described below and in accordance with the terms and conditions set out below. The client agrees to pay fees for the service on the terms and conditions set out below.
4. The date that the first online product is sold on shall be deemed to be the start date for the service. Participation by any individual in the first product session constitutes acceptance of these terms and conditions. The client agrees to these terms and conditions by checking the box at payment for these services.

Responsibilities:

5. Jon Adkin BAHyp will seek to enable the client to set and achieve goals that will help bring about the desired outcomes for the client. The client has sole responsibility for any decisions they make following working with Jon Adkin BAHyp . Jon Adkin BAHyp accepts no liability for the client’s actions.

Jon Adkin BAHyp has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of his online product sessions, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in quality of life or to achieve their desired outcomes or goals.

Confidentiality:

6. Personal information or business information supplied to Jon Adkin BAHyp by the client in coaching sessions will be treated as confidential. It will not be disclosed to a third party without

the client's prior permission, save where required by law.

7. Jon Adkin BAHyp and the client will be required to sign a confidentiality agreement at commencement of coaching. Jon Adkin BAHyp will respect the client's privacy and seek written permission before disclosing they are a client.

8. All documentation and information relating to the client will be held according to the Data Protection 1998, except as permitted by the client in writing or as required by law.

Coaching Procedure:

9. The online schedule will be arranged between Jon Adkin BAHyp and the client. Jon Adkin BAHyp will recommend the frequency of hypnotherapy sessions based on a professional assessment of the client's requirements. This recommendation, or plan, is not binding and may be altered and adjusted throughout the online products journey by mutual agreement, in accordance with the terms set out in this agreement.

10. The number of hypnotherapy sessions will be agreed at the start of coaching between Jon Adkin BAHyp and the client, and confirmed by Jon Adkin BAHyp by email or written correspondence. where no specific number is agreed sessions will be provided on a session by session basis. Full payment is due before or at the first session. Additional sessions can be booked thereafter.

11. The length of each session is usually 1 hour but can be agreed between Jon Adkin BAHyp and the client at the commencement of the session (the initial session will usually be longer).

12. Hypnotherapy will take place between the client and their coach, via Skype/Google Hangouts (client calls coach), or by telephone (client calls coach) or face to face. Face-to-face coaching will take place in the office of Jon Adkin BAHyp or at a mutually agreed venue. Where coaching takes place at a mutually agreed venue the client will be liable for any costs incurred by Jon Adkin BAHyp at that time. Unless otherwise agreed, the client is responsible for telephoning Jon Adkin BAHyp at agreed times.

13. Jon Adkin BAHyp may assign the client tasks or exercises to complete between hypnotherapy sessions. There is no obligation on the client to complete these tasks, but not doing so may slow the client's progress in gaining improved quality of life or achieving desired business or personal outcomes. Where possible, clients are requested to submit any information requested by Jon Adkin BAHyp relating to assignments at least 24 hours before the coaching session when they are to be discussed. Jon Adkin BAHyp will provide feedback on completed assignments before hypnotherapy sessions.

14. The client may contact Jon Adkin BAHyp by phone (07740347767) or email

(jadkin.bahyp@gmail.com) between sessions to share a success or seek clarification on a

Hypnotherapy session issue. Support between sessions is seen by Jon Adkin BAHyp as a necessary part of the helping process. Jon Adkin BAHyp will always advise a client in advance if the nature of a client's contact is likely to incur an additional charge, and no such charges will be imposed without the client's agreement.

Cancellation & Rearranging Sessions:

15. If the client needs to rearrange a hypnotherapy session, they should provide at least 24 hours' notice. No refunds will be given to clients for unused coaching sessions unless 24 hours' notice

has been given. In exceptional circumstances Jon Adkin BAHyp may need to rearrange a hypnotherapy session they will endeavour to give at least 48 hours' notice. In these circumstances Jon Adkin BAHyp will use reasonable endeavours to provide a satisfactory alternative appointment for the client.

16. Where a client pays for a session, or sessions, in advance they must have the hypnotherapy session(s) that they have paid for within 6 months of the payment, or their fee is forfeited.

17. The client may terminate their coaching contract at any time in writing. Any monies owed at the time of cancellation will become due immediately. Refunds on payments made against future sessions will be at the discretion of Jon Adkin BAHyp.

18. In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behaviour by the client, actual or potential conflict of interest, or other reasons, Jon Adkin BAHyp can decide to terminate the service to the client early or refuse or be unable to provide further coaching sessions to the client. In such a circumstance the client will be given reasonable notice of termination by Jon Adkin BAHyp where practicable, and

19. There may be occasions when Jon Adkin BAHyp may recommend to the client that they seek an alternative service more suited to their current needs. In this event Jon Adkin BAHyp will fully discuss the reasons for the recommendation with the client. It is the client's sole responsibility to decide whether to follow the recommendation and Jon Adkin BAHyp does not accept any liability for the outcome of any decisions the client chooses to make.