

Please read these Terms and Conditions

By ordering a Service, you are confirming your agreement to be bound by these Terms and Conditions so it is important to you to read my Conditions carefully and to make sure that they contain everything which you want and nothing that you are not willing to agree to. If there is any aspect that you are not clear with then please email me at susanna@happyologist.co.uk

If you wish to purchase my services to take place within 14 days of the date of your order then please specifically read clauses 4.6 and 4.12

1 Interpretation

The following words have these meanings throughout the Conditions:

Business Days means Mondays to Fridays, excluding Bank Holidays.

Coaching means the coaching programme that may be delivered by telephone or Skype as to be agreed between you and me;

Conditions means the terms and conditions set out in this document;

Contract means the legally-binding agreement between you and me for the purchase of Services which incorporates these Conditions;

Service means either a One-Off Coaching Session or a Coaching Programme consisting of multiple sessions, or an on-line course whichever is purchased by you;

Fee means the fee payable for Service;

Me/I means Susanna Halonen, my employees and or agents whose business address is Happyologist, 86-90 Paul Street, London EC2A 4NE, England. Telephone +44 (0) 7564 397437; email susanna@happyologist.co.uk

Payment Plan means the payment of a coaching programme by way of instalments as agreed between us in advance;

One-Off Session means a single 90-minute coaching session;

Website means www.happyologist.co.uk

You means the individual consumer purchasing the Service.

The term coaching as used in these Conditions covers happiness coaching, life coaching, personal coaching, career coaching, executive coaching and business coaching.

2. Ordering Procedure

2.1 In order to purchase a Service you will need to submit an order on the Website.

2.2. When you place an order for a Service you are offering to purchase that Service on these Terms. I reserve the right to decline or cancel your order, or any part of your order.

2.3. Any order you make will be subject to acceptance by me of your offer to purchase in accordance with Clause 2.4 below.

2.4. A legally binding agreement shall not come into existence until I have accepted your offer to purchase a Service by:

(i) sending you a separate order acceptance confirmation email or written order acceptance confirmation by post, which will be effective upon sending or posting to you at the email or postal address you have provided, and
(ii) receiving payment for the Service in cleared funds from yourself as set out in clause 3 below

2.5. (Except for on-line courses) once your order is confirmed, you will receive a voucher code which you can use to book sessions via my calendar which is at <http://www.happyologist.co.uk/lets-get-you-booked-in-for-coaching/>.

2.6. I reserve the right to withdraw at any time any Service advertised on the Website.

2.7 For Coaching Sessions only, these will take place by Skype or by telephone. You will be given the option to choose how to receive your Service. As you will be requested to contact me on Skype or by telephone (the telephone you will be calling is an English mobile telephone number) then you will be responsible for any charges that you incur as a result.

3. Payment Terms

3.1. The Fee for any Service at any given time will be displayed on the Website or will be notified to you by me if you contact me by email or telephone. Fees are quoted in pounds sterling.

3.2. Payment is due from you immediately by either credit or debit card payable via PayPal. Your order will be subject to acceptance by me of your offer to purchase in accordance with Clause 2.4; and

3.3 If you choose to pay for a Coaching Programme or On-line Course by instalments then additional terms will apply to these Terms.

3.4. I reserve the right from time to time to change the amount of the Fee. In the unlikely event that due to a technical error, the amount of the Fee displayed on the Website is incorrect, I will notify you as soon as I reasonably can. If the correct amount of the Fee is higher than the amount displayed on the Website, I will contact you to notify you of the correct Fee, so you can decide whether or not you wish to continue with your order of the Service at the increased Fee.

3.5. Pursuant to Clause 4.5 if you decide you want to cancel your order I will give you a full refund in respect of any amount you have already paid in accordance with Clause 4. If the correct Fee is lower, I will refund you the difference only between the amount which you have paid and the correct Fee payable.

3.6. The provision of the Service is contingent upon me having received cleared funds from you (unless we have agreed a Payment Plan) in respect of the Fee for the relevant Service. Without prejudice to my rights and remedies under these Terms, if any sum payable is not paid in cleared funds on or before the due date I reserve the right, forthwith and at my sole discretion, to suspend the provision to you and refuse you entry to the relevant Service.

4. Cancellation Rights

4.1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“Consumer Contracts Regulations”) you may cancel your purchase of the Service within a period of 14 calendar days (“Cancellation Period”) from the date on which the contract is concluded subject to Clauses 4.6 and 4.7.

4.2 You must inform me of your decision to cancel by using one of the following methods within the Cancellation Period:

4.2.1 Emailing susanna@happyologist.co.uk; or

4.2.2 Sending me a completed cancellation form, a template of which is attached to these Terms;

4.3 On cancellation you will be entitled to a full refund of the Fees.

4.4 After the Cancellation Period has expired you will not be entitled to any refund.

4.5 Refunds will be made using the same method of payment as you used for the purchase and will be paid within 14 days of you informing me of the cancellation. The period for refund will increase to 30 days if I am unable to credit a UK bank account

4.6 Your right to cancel and obtain any refund will be lost if you have given me express consent to supply any Services during the Cancellation Period and the Service has been fully performed. If express consent has been given but the Service is only part performed, you will be liable to pay for the Services actually received.

4.7 If the Service is to start within the Cancellation period your right to cancel will be lost if you request me to deliver a Service to you within the 14 days.

4.8 For further details of your rights under the Consumer Contracts Regulations you can visit your local Citizens' Advice Bureau or visit the Competition and Markets Authority website.

4.9. Your order of a Service is personal to you and you will not be permitted to transfer the Service to any other person unless, as my sole discretion, I agree to such a transfer.

4.10 I reserve the right to use my discretion to determine whether to make refunds and/or deferrals in exceptional circumstances which fall outside Clause 4 and Clause 5 and to charge additional fees in any such event.

4.11. Where you have purchased a Coaching package and you cancel or defer one or more of those Coaching sessions, each Service which you cancel or defer will be treated separately and the relevant cancellation and deferral terms and administration costs set out in this Clause 4 will apply to each cancellation or deferral.

4.12 For the avoidance of doubt, your asking for me to provide a Service to take place within 14 days of the date that your order is accepted amounts to your specific consent for me to provide that Service within the cancellation period, and you agree that you understand that, once the Service has commenced, you will not be entitled to a refund.

5. Additional Cancellation Rights, Refund and Deferral Policy

5.1 Cancellation Policy for Coaching Sessions

5.1.1 In addition to your rights under the Consumer Contracts Regulations, subject to clauses 5.4, I also offer the following refund and deferral policy (where there is no legal right to a refund under the Consumer Contracts Regulations or otherwise).

5.2 Deferral Policy for a One-Off Coaching Session

5.2.1 You may defer the start date of your One-Off session by giving at least 2 Business Days notice in advance of a scheduled session. If you notify us with less than 2 Business Days notice you will not receive a refund in respect of that particular session and you will not be able to defer the session.

5.2.2 Where you notify us that you wish to defer or postpone a One-Off Service you have up to 60 days from the date of the notice to re-book another One-Off Service.

5.3 Deferral of a Coaching Package.

5.3.1 Where you notify us that you wish to defer or postpone a Coaching package, you must give at least 2 Business Days notice in advance of the start date of the Coaching Package and you have up to 90 days to use the three sessions in a 6-week programme and up to 160 days to use the six sessions in the 12-week programme.

5.4 Clauses 5.2 and 5.3 is subject to availability on your chosen deferred Service and upon payment by you of any difference in the Fees payable for the two Services and a £150.00 charge to cover administration costs plus VAT where applicable.

5.5 You may defer the Service start date only once.

5.6 Except as set out in Clauses 4 and 5, no cancellations and/or deferrals will be permitted for a Service.

5.7 You must defer your order by email to susanna@happyologist.co.uk.

5.8. I reserve the right to cancel a Service at any time up to 1 Business Day prior to the commencement of a Service. If I cancel a Service, you will be offered to reschedule

the Service failing which, you will be entitled to a refund of any Fees paid in accordance with Clause 3.

5.9 You must cancel your place on the Service pursuant to Clause 5 by using one of the methods set out in Clause 4.2.

6. On-line Courses

6.1. Please see the description of the Services on the Website.

6.2. Except as set out in the description of the Service on the Website no additional study materials will be provided by me.

6.3. You acknowledge that I operate a zero tolerance policy in relation to inappropriate behaviour. I may, at my reasonable discretion and without liability or an obligation to refund Fees, refuse to supply any Service to any person who would, in my reasonable opinion, be undesirable or whose behaviour I considers is or may be in breach of this Agreement.

6.4 Upon receipt of a confirmation email from me you will be notified when you have access to the Online Service purchased. Please refer to the description of the Services on the website for the length of time such access will be made available to you, unless any such Online Service is removed.

6.5 You may incur charges to your mobile phone and/or internet service provider while you undertaking the Service. You are responsible to pay these charges.

7. Time Limits

7.1 When you book Coaching, it must be used within the time limits set below:

7.1.1 A One-Off session must be used within 60 days;

7.1.2 The three sessions in the 6-week package must be used within 90 days;

7.1.3 The six sessions in the 12-week session must be used within 160 days.

7.2 The time-limits start to run from the day we accept your Order.

8. System Requirements

8.1 Please note that it is your responsibility to check that the computer, phone or other communicating equipment that you plan to use to access a Service is compatible with the minimum specification requirement that relates to the Service you are ordering. You acknowledge and accept that I cannot be held responsible for any technical problems you encounter following the purchase of a Service.

8.2 You also accept and acknowledge that I cannot be held responsible for any delay or disruptions to your access to the Service as a result of such suspension or any of the following:

8.2.1 the operation of the internet and the World Wide Web, including but not limited to viruses;

8.2.2 any firewall restrictions that have been placed on your network or the computer you are using to access the Online Service;

8.2.3 failures of telecommunications links and equipment; or

8.2.4 updated browser issues.

9. Warranties

9.1. I expect you to take reasonable care to verify that the Service in question will meet your needs.

9.2 I do not make any commitment to you that you will obtain your desired results. The results that you wish to achieve as a result of a Service is dependent upon your actions and you understand that you are wholly responsible for creating your own results.

9.3 The Services provided by me should not in any way be constructed as psychological counselling or therapy.

9.4 I shall supply my Services with reasonable care and skill.

9.5 You agree that you will co-operate fully with me in order for me to be able to provide the Service, and will notify me of any special requirements that you may have that could affect the Service.

9.6. All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.

10. Limitation of liability

10.1. The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

10.2. Except as set out in these Terms, I shall not be responsible for losses that result from my failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

10.2.1. indirect or consequential losses;

10.2.2. loss of income or revenue;

10.2.3. loss of business;

10.2.4. loss of anticipated savings; or

10.2.5. loss or corruption of data.

10.3. Save as otherwise set out in this section "Limitation of liability", my maximum aggregate liability to you for any claims that you may have against me for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, a Service and any technical support shall be limited to the amount of the Fee which has been paid, or is payable, by you.

10.4. I will not be held responsible for any delay or failure to comply with my obligations under these Terms if the delay or failure arises from any cause which is beyond my reasonable control. This condition does not affect your statutory rights.

10.5. Each provision in this Clause 10 shall be construed separately as between you and me. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

11. Data protection

11.1 I will process the information I receive from you or otherwise hold about you in accordance with these Terms and the [privacy policy](#). You consent to the use by me of such information in accordance with these Terms and my privacy policy. I will use such information including but not limited to:

11.1.1 perform my obligations and enforce its rights under these Terms;

11.1.2 contact you by email, telephone or post to inform you about other products or services which may be of interest to you;

11.1.3 inform you of feedback;

11.2 You have the right to receive details of the personal information held by me. A fee of £10.00 will be payable. For more information, please refer to my [privacy policy](#).

11.3 In the event that you do not wish to receive marketing correspondence from me, a written request or email should be sent to the contact details set out in these Terms.

11.4 Copies of all notes taken and recording made (whether by webcam or audio) will be stored on a password protected hard drive and icloud and will only be kept for a period of 3 months from the date they were taken. After that period they will be automatically destroyed.

11.5 There is also in place on the Website a [Cookies Policy](#)

12. General

12.1. I reserve the right to charge late payment interest on any overdue amounts, at a rate of 8% a year above the base lending rate of Barclays Bank plc from time to time. The

interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

12.2. I reserve the right to recover any reasonable debt collection costs in connection with these Terms.

12.3. I may update or amend these Terms and Conditions from time to time to comply with law or to meet my changing business requirements without notice to you. Any updates or amendments will be posted on the Website.

12.4. These Terms and Conditions (and any additional terms if you pay by instalments) constitute the entire agreement and understanding between us and supersedes and replaces any other terms and conditions previously published by me and any other understanding, undertaking, representation, warranty, arrangement or statement of any nature whatsoever made by me to you, whether oral, written or otherwise, relating to the subject matter of these Terms and Conditions .

12.5. You may not assign or sub-contract any of your rights or obligations under these Terms and Conditions to any third party unless I agree in writing.

12.6. I may assign, transfer or sub-contract any of its rights or obligations under these Terms and Conditions to any third party at my discretion.

12.7. No relaxation or delay by me in exercising any right or remedy under these Terms and Conditions shall operate as waiver of that right or remedy or shall affect my ability to subsequently exercise that right or remedy. Any waiver must be agreed by me in writing.

12.8. If any of these Terms and Conditions are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms and Conditions shall remain in full force and effect.

12.9. Any notices required to be served on you by me under these Terms and Conditions will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, notified by you to you, at my discretion. Any notices required to be served on me by you will be deemed properly served if sent to Happyologist, 86-90 Paul Street, London EC2A 4NE, England.

12.10. The agreement between you and me will be concluded in English only.

12.11. The agreement between you and me which is compromised in these Terms and Conditions is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.

12.12. These Terms and Conditions, and any other matters arising out of or in relation to these Terms and Conditions, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with these Terms and Conditions.

12.14. I hope that you will be happy with the services that I provide but should you have any complaint, please put this in writing and email it to susanna@happyologist.co.uk. If I accept your complaint and it relates to a particular Coaching session, I will offer you a refund (to be paid within 14 days) of the date that I tell you that I have accepted your complaint). If the session is part of a package, then upon my accepting your complaint, either you or I may terminate the remainder of any sessions due to take place and I will provide a refund calculated on the fee paid, the services completed to date and the sessions remaining (i.e. if you have had 3 sessions of 6, and complain about the 3rd session and I uphold that complaint and you/I terminate the contract, I will give you 4/6ths of the Fee that you have paid). If I accept your complaint and it relates to a particular on-line course, you need to submit your complaint within 14 days of starting the on-line course in order to be entitled to a refund.

12.15 If I am unable to attend a Coaching session due to sickness or any reason that is beyond my control then you will be informed as soon as is practically possible and you will

be given the opportunity re-book the session at the earliest possible date. You will not be entitled to a refund.

13. Fair Usage Policy

13.1 If you purchase a Coaching Package then you can contact me by email in-between sessions for support, with questions or queries and I will do what I can to help you.

13.2 My policy towards fair usage is that all of my clients should be able to use the Service in an appropriate manner to meet their needs. A very small number of clients use this opportunity excessively to the extent it can impair the Service I offer to others. For this reason I have a fair usage policy designed to ensure that you obtain the best Service.

13.3 At my sole discretion, if I am of the opinion that your usage is continually excessive, unfair, or is not consistent with the usage I would typically expect from a customer then I reserve the right to refuse to offer the Service in-between coaching sessions and in extreme cases, I may suspect or terminate your ability to contact me.

14. Referrals

14.1 If you refer any other person ("third party") to me who has not previously used my Services then you will be entitled, upon receipt of their payment to:

14.1.1 A 90 minute coaching session over Skype or telephone, free of charge if the third party completes a 6 or 12 week coaching package;

14.1.2 A 30 minute speed coaching session from me by Skype or telephone free of charge if the third party completes a one-off session.

14.2 You will not be able to claim your free session until such time as the third party has completed the sessions they have purchased. This is to ensure that no refund is requested by the third party.

15. Copyright

15.1 Copyrights and all intellectual property rights in the Services and materials supplied remains vested in Me and shall not be copied or reproduced for any other purpose than your individual use of the Service.

Cancellation Form

To:

Susanna Halonen

Happyologist, 86-90 Paul Street, London EC2A 4NE, United Kingdom

I hereby give notice that I wish to cancel my contract for the following Course

(set out the title of the course) ordered on (date)

Name:

Address:

Signature:

Date: