

**Terms and Conditions of engagement with Geraldine Thomas and Mindflow Training Limited.**

**1 to 1 Personal Therapy / Psychotherapy / EMDR Trauma Therapy / Therapeutic Coaching / Mindfulness Training / Yoga Therapy (*In person or over the phone/ Zoom or any online platform*).**

All therapy / coaching and training services and communication, email or otherwise, delivered by Geraldine Thomas and Mindflow Training Ltd, as well as information on the website, blog or podcast has been created to help you become more self-aware and informed to make decisions and take actions to move forward in a direction of positive growth, to navigate challenges and embrace opportunities that life brings.

**Disclaimer:**

I understand that I am fully responsible for any results or actions that I take as a result of 1 to 1 personal therapy / psychotherapy / EMDR trauma therapy / therapeutic coaching / mindfulness training or yoga therapy.

I accept that all suggestions and techniques offered by my therapist /coach / trainer are solely for the purpose of aiding me in achieving the areas of intention I have set with my therapist / coach / trainer.

I have the ability to give my informed consent, and hereby give consent to my therapist / coach / trainer to support me but accept and understand that results are not guaranteed.

**Confidentiality:**

I understand that while information I share will generally be kept in confidence, there may be certain limited situations where this information may be shared more widely.

These include:

- Where there is immediate and serious risk of harm to yourself or others.
- Safeguarding children or vulnerable adults.
- Court order for disclosure of information.
- Disclosure of criminal or terrorist activity.

I understand that it is a **legally duty** for my therapist / coach / trainer to disclose such information. I understand that my therapist / coach / trainer will endeavour to gain consent. However, in the above specific cases, I understand the information may be disclosed without my consent to the relevant body. I understand and agree to the limitations of confidentiality outlined above.

### Contract:

I understand that my contract is solely with Geraldine Thomas and Mindflow Training Ltd who is independent of any other organisation or services that I may have worked with her previously before commencement of these sessions. I understand that these sessions are undertaken solely on a private basis with Geraldine Thomas and Mindflow Training Ltd.

I understand that written notes **will only be taken** if there are any concerns in relation to any disclosures whereby confidentiality limitations arise, outlined above.

I am aware that my personal data will not be shared with any third-party organisation and is managed in accordance with ICO Data Protection Act.

I am aware that Geraldine Thomas Mindflow Training Ltd are not an emergency mental health service. Therefore, I agree to seek support from GP or NHS 111 service should I need to do so.

I understand and accept that forms of technology such as email, text, phone, Teams, Zoom, and other technology is not always secure, and I accept the risks of confidentiality.

I declare that I have agreed to the terms in this document in sound mind and body.

### 1 2 1 Personal Therapy / Coaching Sessions:

#### Payment Terms:

Personal therapy / coaching sessions are **pre-booked in blocks of 6 sessions**. Payment is required prior to commencement of sessions. Fees are £70 per session £420 for a 6-week block.

An invoice will be sent prior to session commencement and payment will be required. If you are accessing payment through personal insurance, you will need to pay and then claim back from your insurance company.

Personal therapy / coaching sessions are 50-minutes in duration.

Once commencement of block booking no refund available. However, if during engagement some event happens, illness or bereavement, you can put sessions on a hold until you feel ready to engage again.

#### Cancellations

I agree and accept that there is a **minimum 24-hour cancellation policy**, to which I have to notify my therapist / coach that I am unable to attend. If cancellation occurs within a 24-hours' time period, then the session can be rescheduled. I agree that if I cancel with less than 24 hours' notice that **I will be pay the full session fee even if I cannot attend**.

Geraldine Thomas Mindflow Training Ltd agrees that if they need to cancel and reschedule a booked session they will provide you at least 24 hours' notice of cancellation, if possible.

I agree and accept that it is my responsibility to attend the session on time, as agreed, and that the session will finish on time regardless of if I am late.

Cancellation of pre-booked 6-block session within 14-day cooling off period a full refund will be given. After the 14-day cooling off period no refund is available

### **Between Sessions:**

During sessions your therapist / coach may assign certain tasks or exercises to complete between therapy / coaching sessions. There is no obligation for these tasks to be completed, but not doing so may slow the progress for the desired personal outcomes / goals. Therefore, brief contact in between sessions is completely fine in the form of text, WhatsApp, or email.

### **Early Termination:**

In such circumstances, including inappropriate behaviour by the client, actual or potential conflict of interest, or other reasons, Geraldine Thomas Mindflow Training Ltd can decide to terminate the service to the client early. All monies outstanding for services, resources to be paid by the client or refunded to the client within 72 hours of termination.

### **TRAINING PROGRAMMES / WORKSHOPS / RETREATS:**

**Training Programmes / workshops / retreats, in house, open, online, or otherwise delivered by Geraldine Thomas and Mindflow Training Ltd.**

### **Payment Terms:**

Payment for each event must be received before the start of the programme or within 30 days of invoice date, whichever is the sooner. Bookings made outside the UK will not be confirmed until payment has been received. We accept payment by bank transfer, cheque, or stripe payment through the Mindflow website [www.mindflow.co.uk](http://www.mindflow.co.uk).

### **2. Online bookings:**

- Where booking (including paying) online, we will confirm our acceptance of your order by sending an email to your nominated address, which shall include the details of your booking and the price paid by you (the "Confirmation").
- You may cancel your booking without charge at any time within the fourteen-day cooling off period by emailing [geraldine@mindflow.co.uk](mailto:geraldine@mindflow.co.uk) (**this does not apply to**

**courses booked within 14 days of course commencement)** or by calling 07432 098873. The fourteen-day period is from Confirmation date of booking email. Once commencement has begun no refund is available.

- Once we have been notified of your wish to cancel the sum debited, by us from your account, will be re-credited to your account within 30 days of your order being cancelled provided that, where any materials have been received by you in accordance with the relevant order, you have returned them and they have been received by us in the same condition as when they were provided to you.

### **3. Transfers, Cancellations, and Non-Attendance:**

#### **Transfers:**

- There is no charge for transferring to an alternative course date, if there is space available, provided the request is received 31 or more days before the start of the course. One free transfer can be made after which there will be a £75.00 administration charge for each further request.
- Requests to transfer received 15-30 days before the start of the course will be subject to a transfer fee of 25% of the course fees.
- Requests to transfer received 0-14 days before the start of the course will be subject to a transfer fee of 35% of the course fees.

#### **Cancellations:**

- Cancellations after 14-day cooling off period are non-refundable unless we are able to fill that slot with another booking.
- Cancellations received 30 – 90 days before the start of the course are subject to cancellation fee of 25% of the course fees.
- Cancellation less than 30 days before the start of the course are subject to 100% course fees.
- If the participant fails to attend the course, the full course fees are payable.
- If the participant has previously transferred from an alternative course date and then subsequently cancels from the new course date, then the cancellation fee charged will revert to the balance of those applicable at the time of the original transfer.

#### **Non-attendance:**

- Should the delegate fail to attend a course the full course fee is payable.

**PAID WEBINARS:**

**(Singles or Webinar series)**

**Payment terms:**

- Payment must be received before the start of the webinar or within 30 days of invoice date, whichever is the sooner. Bookings made outside the UK will not be confirmed until payment has been received. We accept payment by direct credit, cheque, or selected credit/debit cards.

**Booking online:**

- Where booking (including paying) online, we will confirm our acceptance of your order by sending an email to your nominated address, which shall include the details of your booking and the price paid by you (the "Confirmation").
- You may cancel your booking without charge at any time within 14 days of the date of the webinar emailing [geraldine@mindflow.co.uk](mailto:geraldine@mindflow.co.uk) (**this does not apply to courses booked within 14 days of commencement**) or by calling 07432 098873
- Once we have been notified of your wish to cancel the sum debited, by us from you, will be re-credited to your account within 30 days of your order being cancelled provided that, where any materials have been received by you in accordance with the relevant order, you have returned them and they have been received by us in the same condition as when they were provided to you.
- For the avoidance of doubt, where you make any booking and receive Confirmation fewer than seven (7) days before the date on which the booking is scheduled to be performed, you shall be entitled to cancel at any time before the booking has been performed but shall not be entitled to cancel after performance of the booking, regardless of your attendance and/or the number of days since your receipt of confirmation.

**Transfers, Cancellations, and Non-Attendance:****Transfers:**

- There is no charge for transferring to an alternative webinar date (subject to availability), provided the request is received 2 hours or more before the start of webinar.
- Requests to transfer received less than 2 hours before the start will be subject to a £25 administration charge.

**Cancellations:**

- There is no charge for cancellations received if within the 14-day cooling off period.
- Cancellations received less than 48-hours before the start time of webinar 100% fees are payable.

**Non-attendance:**

- If participant fails to attend the webinar 100% fees are payable.

**INTELLECTUAL PROPERTY RIGHTS:**

**All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers at Mindflow Training Ltd and Geraldine Louise Thomas are, and remain, the intellectual property of Mindflow Training Ltd whether adapted, written for or customised for the Client or not.**

**You are not authorised to:**

- (i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission.
- (ii) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given.
- (iii) use the Course Materials in the provision of any other course or training whether given by us or any third-party trainer.
- (iv) remove any copyright or other notice of Mindflow Training Ltd and Geraldine Louise Thomas on the Course Materials.
- (v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of this clause shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive licence to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course and / or attending the Taught Course.