

Terms and Conditions of Service

These terms and conditions (“contract”) detail the arrangement between us for me providing my Services to you. It details your legal rights and clarifies how my Services work. Please ensure you read through this contract and understand and agree what you are entering into. If anything is not clear, please contact me so I can help you understand. By agreeing to accept my Services, you are agreeing to be legally bound by these terms in this contract. The following section clarifies the meaning of certain terms that are referred to within this contract.

Definitions and Information:

I, me or my means Helen Stenhouse, a sole trader, trading under the name Monarch Transformation and Wellbeing.

CPD means continuing professional development and I undertake regular training and update my skills and additional knowledge base, to facilitate EFT sessions. An example of areas of interest and additional learning includes courses, training and workshops relative to emotional and mental health, trauma, inner child work, parts work, somatic work, meditation, breathwork and general health, nutrition and wellbeing. I currently hold certification in Integrative Somatic Parts Work level 3, NVC (non-violent communication).

Contact Details means 64 Mountway Road, Taunton, TA1 5LS, email: helen@monarchtw.com and mobile: 07779 024982

Chargeback fraud means when a customer intentionally disputes a charge in order to receive a refund, while keeping the service. See clause 8.4.

Digital Note Taker means digital note taker, including AI-based transcription and summarisation tools (the “Note Taker”), that may be used during our Discovery Call or sessions or any communications under this contract. The purpose of the Note Taker is to accurately capture, organize, and store information to assist with the sessions.

Discovery Call means a call (typically 30 mins) between us as part of the EFT session preparation to allow me to understand that EFT will be suitable for you. This is not applicable for certain sessions (such as group sessions).

Medical Discipline means any health professional: registered medical practitioner, registered nurse or midwife, registered psychotherapist, treating consultant, counsellor, therapist, support worker, clinical scientist. This definition does not list all health professionals and as such others may apply.

Price means the price confirmed to you by email, Online, or SMS.

Services means Emotional Freedom Techniques (EFT) tapping sessions (1-2-1 or Group), breathwork, meditation or other techniques within the remit of my professional qualification and/or training. My Services also means the Discovery Call.

A 1-2-1 session is typically 90 minutes in duration (excluding the Discovery Call).

A Group online EFT session is 60 minutes

Group workshops (in-person) 90 minutes-120 minutes

You or your means the person or business buying or using my Services (a “Client”)

us means you and me

Unforeseen Events means events or reasons beyond my control to include but not limited to illness, pandemics, epidemics, storms, strikes, road closures, IT issues and problems with internet connectivity, any law or action taken by a government or public authority or if you change the services you require from me.

Working Hours means Monday to Friday (excluding Bank Holidays in England) 09:30am to 6pm.

1. Contract Terms and Additional Terms

1.1. By agreeing to these terms and participating in my Services, you also agree to any additional guidelines, disclaimers, or policies that may be communicated via my social media platforms (website terms of use (if applicable)) and including my privacy notice.

1.2. You also agree that any additional terms which may supplement, or replace, any of the terms of this contract, for example any separate written contract between us (such as where I set out the Price to you); or specific terms which apply to my Services, for example block sessions or programmes I offer which may be set out and confirmed in email or other electronic means between us will form a part of this contract, including any documents sent to you.

1.3. Where a term applies just to businesses or just to consumers, this is clearly stated.

2. Business Client

2.1. If you are a business Client these terms constitute the entire agreement between us in relation to your purchase for the provision of Services. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty made or given by me or on my behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

2.2. If you are a business Client all amounts due under this contract (from you to us) shall be paid in full without any set-off, counterclaim, deduction or withholding other than any deduction or withholding of tax (if applicable and as required by law).

3. Consumer Client

3.1. If you are a consumer (this is where you are an individual who is acting for purposes wholly or mainly outside of your trade, business, or profession), then you have additional legal rights.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCR) requires that I provide consumers with certain information before a legally binding contract is made (this is known as the 'Pre-contract information' and this is set out in the bullets below).

To make sure I comply with this law, I will provide the Pre-contract information in a clear, understandable and transparent way, either within this contract, by separate communication (email, SMS, or other electronic communication,) or as set out above in the definition of Services:

- Description of the Services and how they will be performed
- Price of the Services
- How payment is to be made
- Cancellation rights in the cooling off period
- My Contact details (name, address and email)
- My Complaints procedure
- Duration of the contract
- Digital content (such as Group workshop details)

4. Provision of my Services

4.1. When you contact me to engage my Services; to request to book a session, or seek availability for sessions, or book onto my group workshops, I will confirm the Price to you and provide you with:

4.1.1 my terms and conditions;

4.1.2. privacy notice and

4.1.3. a disclaimer.

4.2 Once you have accepted the terms and conditions, signed and returned the disclaimer and privacy notice by consenting to me processing your personal data, in writing (by any electronic means), and made your payment, we will arrange a date and time for a Discovery Call, or if this is not required (such as where you are attending a group workshop), then a date and time for your session.

4.3. A valid and binding legal contract will form between us at the point that you accept my terms and conditions, that I accept your request for my Services and you make payment (including payment for the group workshop).

4.4. If following the Discovery Call, I form a view that I am not able to accept your request for a session, for example if I do not feel my Services are suitable for you (then clause 4.5 will apply), or if we or I feel a fellow practitioner may be best suited to carry out the sessions for you (to work with a more experienced practitioner on deeper issues, especially when dealing with trauma and complex issues) in which case clause 4.5 will not apply.

4.5. If I decide that my Services are not suitable for you in accordance with clause 4.4 above and no referral to a fellow practitioner is made, then I shall refund a proportion of the Price that would have covered the session after the Discovery Call has taken place.

4.6. At the point we have a binding contract I will begin to prepare for your session.

5. Services- what to expect and 'about me'

5.1. "EFT" known as Emotional Freedom Technique or simply tapping is a self-help method that combines elements of traditional Chinese acupressure and modern psychology. It involves gently tapping on specific meridian points on the body (usually on the face and upper body) while focusing on an emotional issue, memory, or physical sensation you are trying to resolve. The basic idea behind EFT is that negative emotions and unresolved stress can create disruptions in the body's energy system. By tapping on these meridian points while acknowledging the issue, EFT aims to restore balance and reduce the emotional intensity.

5.2. Although clinical EFT protocols are carefully designed and implemented by practitioners to minimise the possibility for a client to experience re-traumatisation, there is the potential for individuals to feel overwhelmed and experience intense emotional reactions during the use of EFT. Sometimes a suppressed memory may surface during an EFT tapping session, which may have been traumatic (experience which caused high emotional intensity). When a high emotional intensity is experienced, this is known as an abreaction.

5.3. As a qualified and accredited EFT practitioner, I am trained to recognise and manage abreactions in the people I use and facilitate EFT for, should they occur. I may use various techniques to help a client regulate their emotional responses, such as continued tapping, breathing exercises, or grounding techniques.

5.4. I am a fully qualified and insured Level 2 Emotional Freedom Technique (EFT) Practitioner. If at any point you wish to see evidence of my qualifications, these shall be provided on request. I am accredited with EFT International (EFTi). EFT International is the largest professional EFT Association worldwide. Founded in 1999, EFTi has set in place standards of training and safeguards for the public. All EFT Practitioners and Trainers registered on their site have had their qualifications validated and have signed up to mandatory CPD & Mentoring and to the EFTi Code of Conduct and Ethics. I also continue with my CPD.

5.5. A typical EFT session includes:

5.5.1 Initial Discussion and Issue Identification:

The session begins with a confidential discussion to identify a specific concern that you wish to address. This may be an emotional response, physical symptom, limiting belief, or past traumatic event.

5.5.2 Establishing a Baseline (SUDS Rating):

You rate the level of emotional intensity or distress on a scale of 0 to 10 using the Subjective Units of Distress Scale (SUDS). This baseline helps track changes throughout the session.

5.5.3 The Setup Statement:

A targeted statement is crafted to acknowledge the issue while affirming self-acceptance (e.g., "Even though I feel anxious about this situation, I accept myself anyway"). This statement is repeated while tapping on the "karate chop point" on the side of the hand.

5.5.4 Tapping Sequence:

You tap gently with your fingertips on a series of acupressure points on the face, upper body, and hands while repeating reminder phrases related to the issue. This process is intended to calm the nervous system, reduce emotional reactivity, and allow the brain to reprocess distressing information.

5.5.5 Reassessment and Follow-Up Rounds:

The SUDS score is re-evaluated. If necessary, additional tapping rounds are completed, with language adjusted to reflect changes in the emotional state or to address deeper layers of the issue.

5.5.6 Cognitive and Emotional Shifts:

You may experience changes in perception, physical sensations, or emotional responses. These shifts are acknowledged and integrated into the process to support personal insight and resolution.

5.5.7 Session Close and Grounding:

The session concludes with grounding techniques to ensure emotional stability. I/another practitioner may offer self-care strategies or suggest tapping between sessions, where appropriate.

5.6. If you are a consumer, I am required by consumer rights law to carry out the Services with reasonable care and skill.

5.7. I shall carry out the Services within the time-period which is set out in the Services definition above, or as communicated in any other way to you.

5.8. For EFT sessions that are part of a block of sessions and not a one-off session, these dates must be booked in and paid for in advance and the sessions delivered within the timeframe we agree by email or other electronic means, or they will expire.

5.9. If you have booked a block session and are unable to make up to two sessions during this block, you can rearrange any two sessions provided you give me at least 48 hours' notice. If you give me less than 48 hours' notice, fail to turn up to a session or have already rearranged two sessions in a block booking, you will be deemed to have taken the session and you will not be able to reschedule it or be entitled to any compensation for missing it. This is because I could have offered that session to someone else. If, however, I can fill the session, then I will not seek payment from you for the missed session, but I am not obliged to actively try and fill the session date and time.

5.10. The EFT sessions are usually via video link, but if any sessions are in person (including the in-person group workshops), I may charge additional fees for travel time, expenses and room hire where applicable. The Price will be confirmed to you before you agree to the Services.

5.11. Where a session is due to take place in person, I reserve the right to move that session online where circumstances make it necessary or preferable to do so.

5.12. Please be aware that I may record our calls for training and administration purposes and by entering into this contract with me you consent to the recording of our calls for these purposes. You are not permitted to record our sessions, or allow anyone else to record them. This includes not covertly recording any sessions you attend as part of a group workshop.

5.13. There may be circumstances beyond my reasonable control that affect my ability to perform my Services ("Unforeseen Events") in part or at all. If this occurs, I shall make you aware and keep you informed of the circumstances and try to reschedule the sessions with you, but please understand that there may be a delay in being able to perform my Services. If however, the Unforeseen Event continues beyond 3 months, we agree that we can treat this contract as being terminated and I shall refund to you the Price for the sessions you did not receive.

6. Your obligations-what is expected from you

6.1. You will pay the Price for the Services as described and as per the Price provided to you.

6.2. To assist with your sessions and to maximise the benefit of the session for you, you understand and accept that you are responsible to make the following advance arrangements:

6.2.1. please ensure you are somewhere where you will be uninterrupted with low or no background noise or distractions;

6.2.2. where possible, have any pets or children happily and safely looked after by someone else;

6.2.3. ensure your internet connection is good with your camera on and your audio working; and

6.2.4. to arrive at the session ready to give it your full attention, not clouded by the effects of alcohol, recreational drugs or other circumstances within your control that are likely to or may diminish your ability to fully participate.

6.3. Although the Discovery Call will enable me to form a view on your suitability for the Services, you also have a duty to ensure that you are mentally sound to receive the Services and are not aware of any circumstances or reasons why you should not receive the session. As such you will provide me with such information and assistance (and ensure that any information is

complete and accurate) as I reasonably need to provide the Services. Where a group workshop takes place, you need to ensure you are mentally sound to receive the Services.

6.4. During the Discovery Call, or when we first discuss that you want my Services, we shall agree how we will communicate with each other between the sessions (if necessary) and once agreed, we shall adopt that way of communication.

6.5. The sessions that we do in no way amounts to any medical advice and is not intended to take the place of seeing licensed health professionals or any Medical Discipline. I am not a licensed psychotherapist or counsellor. I DO NOT diagnose illness mental, emotional or physical. You agree you will not stop or alter any prescribed medications or treatments without first consulting with your GP or healthcare provider.

6.6. My Services are not a substitute for counselling, mental health care or medical treatment of any kind. It is important that you understand and agree that you will not use my Services in place of any form of counselling or medical treatment that you have been advised you require by a Medical Discipline, and as such you agree to enter into this contract with me with full consent that you are not acting against any other medical, regulatory or professional advice.

6.7. If you are currently under review by or in the care of a Medical Discipline, you agree that you have consulted with this Medical Discipline and sought their confirmation that you are able to enter into this contract with me and receive my Services.

6.8. As our sessions continue, you will keep me informed of any changes (positive or otherwise) to your medical health or personal circumstances that may affect or redirect the focus of the ongoing block sessions with me.

6.9. You confirm you understand that I am not a medical doctor, or a licensed medical professional.

6.10. You confirm that you have read, understood and agree to these terms and conditions and the separate disclaimer provided.

6.11. During EFT sessions, unresolved emotions may surface, leading to temporary feelings of sadness, anger, or fear and other emotions such as guilt and shame. It is possible to experience bodily sensations such as tingling, sweating, numbness or heat or other sensations during an EFT session. This is normal during EFT and as a practitioner, I will gently guide you through these emotional experiences, for you to release them from your system.

6.12. Where you attend any in-person workshops, you agree to participate with respect, openness, and kindness to other attendees. The workshops are a safe and inclusive space for all individuals. Judgmental, disruptive, or disrespectful behaviour towards other attendees or yourself will not be tolerated and as such, you may be asked to leave the workshop with no refund if your behaviour is deemed harmful or inconsistent with these values.

7. Price and Payment

7.1. VAT is not currently applicable to the Price as I am not VAT registered.

7.2. Payment for the Services will be required in advance of the session and is payable either online, at the time of booking, or on receipt of an invoice, where payment details will be provided.

7.3. If any additional fees are due (such as those in clause 5.10), these fees along with the method of payment and when payment of these fees is payable, will be confirmed to you, prior to any arrangements of travel, room hire being made.

7.4. Please note that block sessions do not mean that further EFT sessions won't be required. If you have booked a package and believe your presenting concern(s) to be resolved, we will discuss the options available to you at the time of the appointment.

7.5. If at the point your first session is due, (after the Discovery Call), there has been a change in the Discovery Call information you have provided, that results in a change to your planned session, where we need to reschedule and/or I have to do extra preparation, I reserve the right to charge an additional fee of £100 to reflect the additional work involved and/or the fact I could have offered that session to another client.

7.6. In the event of late payment where an invoice is submitted or otherwise, I reserve the right to charge interest on the late payment at 4% above the base rate of the Bank of England.

7.7. Payment is required by bank transfer or other payment method provided to you.

8. Policy on Refunds

8.1. Your agreement to pay for the Services creates a binding contract between us and so when you have paid for the Services, please note the payment is non-refundable except for:

8.1.1. your right to a 'cooling off' period (where you are a consumer), as described in clause 9 below;

8.1.2. where any block sessions are cancelled by me (other than under 14.2 below) you are entitled to a refund for sessions that you have paid for in advance and at the time of me cancelling you have not received.

8.1.3. where an Unforeseen Event has taken place beyond 3 months and you have already paid for that session.

8.1.4. A partial refund in respect of clause 4.4, where the sessions cannot continue beyond the Discovery Call and you have not been referred to a fellow practitioner.

8.2. There are no other circumstances in which I can refund to you any of the payments you have made, and you remain responsible for the Price of any sessions including sessions you have booked, but not attended; this is because;

8.2.1. The dates you had booked for any Discovery Call or session and/or block sessions, that you then subsequently cancelled or did not show up for, could have been booked/taken by another client and I would already have let you rearrange up to two sessions with me.

8.3. This refund policy is fair in consideration of the amount of preparation and the time we spend during our Discovery Call and during the first session that is needed to prepare for the session and any further sessions and will enable you to ensure you benefit from the sessions.

8.4. Chargeback fraud. After the cooling off period (where you are a consumer) if you make or notify me of your intention to make a chargeback for the Services you have paid for using a credit or debit card, I will resist any type of chargeback whether actual or intended because I have set out my refunds policy clearly in this contract. To make or attempt to make a chargeback may amount to chargeback fraud and as such, I reserve the right to report the actual or intended chargeback to any appropriate authorities including credit reporting agencies which could result in you being blacklisted by companies or subjected to sanctions by your bank or card issuer.

9. Consumers cooling off period ("your right to change your mind")

9.1. You have the right to cancel this contract (subject to 9.3 below) within 14 days of signing up and you do not need to give me any reason.

9.2. The cancellation period will expire 14 days after the date of the contract. For the avoidance of doubt, the contract date is the date upon which you have accepted these contract terms.

9.3. Please note, clause 8 above related to refunds will apply if you request that the Services are provided during the 14 days cooling off period, in which case you will be required to pay for the Services received or my reasonable costs of Services provided within that time. The following will amount to provision of Services during the 14 days cooling off period: An EFT session being booked, with a time and date agreed (including any group workshops), or an EFT session having commenced, (including the Discovery Call) having commenced.

9.4. I shall promptly reimburse you all payments you have made to me that I have received as cleared funds, where you cancel this contract in accordance with the cooling off period in clause 9.1. Reimbursement will be in the same way in which you made payment to me, unless we have expressly agreed otherwise. To be clear, I will only be obliged to reimburse you on this basis if you have not requested that the Services are already provided or booked, as set out in clause 9.3.

10. Use of your personal data

10.1. To enable me to carry out the Services, I will obtain from you personal information that I shall use to:

- Provide the Services to you;
- Determine if any other services may be suitable or appropriate for you and let you have these details, either after our sessions, or later by communicating this to you (you can of course opt out of emails at any time); and
- To process your payment for the Services

10.2. I shall not give your personal information to any third party without your express consent.

10.3. My privacy notice has been provided to you that sets out the full details of how and why I use your personal information.

11. Confidential Information

11.1. I will keep confidential the fact that you are my client, but you are free to discuss that I am providing my services to you and make referrals to me. We both agree that all information shared and discussed will remain confidential, except for you choosing to share with others your own discomforts around the reason for your sessions and how I have been able to help you and that as part of my accreditation with EFTi, I undertake regular EFT mentoring sessions with my trainer and other trainers qualified in mentoring EFT practitioners and so I am permitted to share information with them, but in confidence with your name kept anonymous.

You consent to the use of the Note Taker and understand that conversations may be recorded, transcribed, and stored digitally. You agree to keep other attendees' details confidential for those who attend my group workshops.

11.2. The only other exceptions to the release of any confidential information by me are where: (a) it is required to be disclosed by law, or as part of my duties under any regulatory body for whom I am associated with (b) if I make an informed decision that disclosure is necessary due to concerns of any risks to your mental and physical health, or risks to others, or (c) to assist the police, or any other crime prevention regulatory body in its investigations to prevent or detect any criminal activity or offences.

11.3. The obligations in clauses 11.1 and 11.2 will not apply to information which:

11.3.1. has ceased to be confidential through no fault of either party;

11.3.2. was already in the possession of the recipient before being disclosed by the disclosing party;

11.3.3. has been lawfully received from a third-party who did not breach any terms of confidentiality in obtaining the information; or

11.3.4. we have discussed and agreed, can be used as a testimonial of the session for promotional purposes whether in tangible or verbal form (without payment to you).

11.4. Our confidentiality obligations under this clause will continue after termination of this contract.

12. Intellectual Property

12.1. Any information that I share or provide to you (such as these terms and conditions, disclaimer and privacy notice), is regarded as my intellectual property and is provided for your personal use only and you agree you will not copy, reproduce, recreate, or share this with any third parties.

12.2. Any documents that I provide in digital form or during any group workshop shall remain my intellectual property.

13. Complaints Procedure

13.1. If you have a complaint or wish to raise a dispute, I would ask that in the first instance you contact me via email, setting out the nature of your complaint/dispute and what resolution you are seeking. The Notices (clause 17) sets out the effective timeframes for when receipt of email or letter is deemed effective.

13.2. I will respond to your email within 14 working days to discuss the matter and seek a resolution. This timeframe is to allow for any period of holiday or when I may be away from work.

13.3. If a resolution cannot be reached between us within a reasonable timeframe from when the dispute is raised, we may agree to proceed with an alternative dispute resolution process (such as mediation), but this does not prevent either of us from invoking clause 16 immediately and there is no obligation to proceed with alternative dispute resolution.

13.4. Nothing in this contract affects your legal rights under the Consumer Rights Act 2015, The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (also known as 'statutory rights'). You may also have other rights in law.

14. Termination of contract

14.1. This contract will end once the session or workshop has concluded. Where more than one session or where block sessions have been booked (dates and times confirmed), the contract will end after the last session has ended, or the agreed time frame has expired. This is subject to clause 14.2 below.

14.2. Either you or I may terminate the Services and this contract immediately if:

14.2.1. the other party commits any material breach of the terms of this contract and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so, where notice is served in accordance with clause 17. The contract will end if the material breach is not resolved; or

14.2.2. the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986; or

14.2.3. you behave in such a way or manner that poses a risk to me, or use abusive, threatening or violent behaviour towards me; or

14.2.4. we agree to terminate due to an Unforeseen Event occurring beyond 3 months; or

14.2.5. you attempt to slander, make disparaging comments, damage my reputation by posting on social media, or start or engage in any form of hate campaign against me or the Services that I offer.

14.3. In the event of termination under clause 14.2, no refund will be payable (apart from under clause 14.2.4 and as set out in clause 8.1.3).

14.4. If during any block sessions, it becomes clear that we are not suited to work together, I may in my absolute discretion terminate this contract. If this happens, I will give you a refund representing a fair proportion of monies paid for any future booked sessions which you have paid for in advance and which you have not received. This clause 14.4 does not apply to any situation where I terminate this contract in accordance with clause 14.2, in which case no refund will be payable (apart from under clause 14.2.4 and as set out in clause 8.1.3).

14.5. This contract ending will not affect my rights to seek recovery of any unpaid payments due from you under the terms of this contract, including interest on late payments (clause 7.4) where applicable.

14.6. The following terms: Refunds (clause 8.4), Confidentiality (clause 11), Intellectual Property (clause 12), Governing Law (clause 16), Notices (clause 17) will survive termination.

15. Limitation of liability

15.1. I have in place suitable insurance and my liability under this contract is limited to the total cost of the Services that you have paid for and by entering into this contract you understand the limit of my liability to you.

15.2. In accordance with the law, I do not exclude my liability if it leads to death or personal injury caused by negligence, or arising from fraud.

15.3. I assume no legal liability for:

15.3.1. any losses that you incur which were not foreseeable by either of us when the contract between us was made.

15.3.2. any losses that were not caused by any breach of these terms on my part; and

15.3.3. business losses, including loss of business, business interruption, loss of profits, loss of management time, loss of business opportunity, loss of damage to reputation.

16. Governing law and jurisdiction

16.1. This contract is governed by the laws of England and Wales. If a resolution to any dispute cannot amicably be resolved between us using my internal complaint handling procedure (clause 13), then we can proceed to resolve the dispute with the courts.

16.2. We agree that the courts of England and Wales shall have exclusive jurisdiction to resolve any disputes between us related to this contract.

17. Notices

17.1. Where you wish to raise a complaint, Notices are effective as follows:

17.1.1. If sent by email, (with a proof of delivered receipt), within 7 working days from sending.

17.1.2. If sent by first-class post, effective 14 working days after proof of postage and if sent by second-class post, effective 21 working days after proof of postage. This applies to UK post. For airmail, effective service is 31 working days from proof of postage.

18. Third Parties

18.1. No one other than a party to this contract has any right to enforce any term of this contract. The Contract (Rights of Third Parties) Act 1999 is excluded.