

# TERMS AND CONDITIONS – AMETHYST EXCLUSIVE GROUP LIMITED

## GENERAL TERMS AND CONDITIONS

These general terms and conditions are the contract between you and Amethyst Exclusive Group Limited (“us”, “we”, etc.). By visiting or using Our Website, you agree to be bound by them. They are based on a set written by Net Lawman and released under licence. They protect your rights as well as ours.

We are Amethyst Exclusive Group Limited, a company registered in England and Wales, number 1251856. Our address is 74-76 High Street, Winsford, Cheshire, CW7 2AP.

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

There are separate sections for each part of the Amethyst Group, please read this general section and then refer specifically to the section which applies to the part of our group you are dealing with, which are;

- Amethyst Exclusive Retail
- Amethyst Exclusive Retreats
- Amethyst Exclusive Holistic Treatments
- Amethyst Exclusive Counselling Services

### Definitions

In this agreement:

“Carrier”	means any person or business contracted by us to carry Goods from us to you.
“Content”	means any content in any form published on Our Website by us or any third party with our consent.
“Goods and/or Services”	means any of the goods and/or services we offer for sale on Our Website, or, if the context requires, goods and/or services we sell to you.
“Our Website”	means any website of ours, and includes all web pages controlled by us.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.

### 1. Interpretation

In this agreement unless the context otherwise requires:

- 1.1 a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- 1.2 these terms and conditions apply to all supplies of Goods and/or Services by us to any customer. They prevail over any terms proposed by you.
- 1.3 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 1.4 any obligation of any person arising from this agreement may be performed by any other person.
- 1.5 in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 1.6 the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation.
- 1.7 a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.

- 1.8 in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party.
- 1.9 these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and/or Services and so far as the context allows, to you as a visitor to Our Website.
- 1.10 this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

## **2. Our contract with you**

- 2.1 This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 2.2 Each party acknowledges that, in entering into this agreement, he/she does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 2.3 If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 2.4 Because we rely on our suppliers, we do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.
- 2.5 The price of Goods and/or Services may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods.
- 2.6 If in future, you buy Goods and/or Services from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.
- 2.7 We do not sell the Goods in all countries. We may refuse to deliver the Goods if you live in a country we do not serve.

## **3. Disclaimers**

- 3.1 The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 3.2 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 3.3 We make no representation or warranty for:
  - 3.3.1 the quality of the Goods;
  - 3.3.2 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
  - 3.3.3 the correspondence of the Goods with any description;
  - 3.3.4 the adequacy or appropriateness of the Goods for your purpose.
- 3.4 We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 3.5 We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, which is indirect or consequential loss, or economic loss or other loss of turnover, profits, business or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.
- 3.6 We make no representation or warranty and accept no responsibility in law for:
  - 3.6.1 accuracy of any Content or the impression or effect it gives;
  - 3.6.2 delivery of Content, material or any message;
  - 3.6.3. privacy of any transmission;

- 3.6.4 any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
- 3.6.5 any aspect or characteristic of any goods or services advertised on Our Website;
- 3.7 Our Website includes Content Posted by third parties. We are not responsible for any such Content. If you come across any Content which offends you, please contact us at [amethystexclusive@hotmail.com](mailto:amethystexclusive@hotmail.com)
- 3.8 We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 3.9 You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Goods concerned.
- 3.10 This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our directors, officers, employees, subcontractors, agents and affiliated companies, as well as to us. Any of them may enforce this provision under the Contracts (Rights of Third Parties) Act 1999
- 3.11 If you become aware of any breach of any term of this agreement by any person, please tell us. We welcome your input but do not guarantee to agree with your judgement.
- 3.12 Nothing in this agreement excludes liability for a party's fraud.

#### **4. Restrictions on what you may Post to Our Website**

You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may:

- 4.1 be malicious or defamatory;
- 4.2 consist in commercial audio, video or music files;
- 4.3 be illegal, obscene, offensive, threatening or violent;
- 4.4 be sexually explicit or pornographic;
- 4.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 4.6 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
- 4.7 solicit passwords or personal information from anyone;
- 4.8 be used to sell any goods or services or for any other commercial use;
- 4.9 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 4.10 link to any of the material specified above, in this paragraph.
- 4.11 send age-inappropriate communications or Content to anyone under the age of 18.

#### **5. Your Posting: restricted content**

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 5.1 hyperlinks, other than those specifically authorised by us;
- 5.2 keywords or words repeated, which are irrelevant to the Content Posted.
- 5.3 the name, logo or trademark of any organisation other than yours.
- 5.4 inaccurate, false, or misleading information.

#### **6. How we handle your Content**

- 6.1 Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018.
- 6.2 If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 6.3 Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore

avoid Posting unnecessary confidential information.

- 6.4 You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 6.5 Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 6.6 You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 6.7 You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 6.8 Please notify us of any security breach or unauthorised use of your account.

## **7. Removal of offensive Content**

- 7.1 For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 7.2 We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 7.3 If you are offended by any Content, the following procedure applies:
  - 7.3.1 Your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
  - 7.3.2 we shall remove the offending Content as soon as we are reasonably able;
  - 7.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
- 7.4 We may re-instate the Content about which you have complained or not.
- 7.5 inaccurate, false, or misleading information.
- 7.6 We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 7.7 If you are offended by any Content, the following procedure applies:
  - 7.7.1 Your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
  - 7.7.2 we shall remove the offending Content as soon as we are reasonably able;
  - 7.7.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
- 7.8 We may re-instate the Content about which you have complained or not.
- 7.9 In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 7.10 You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

## **8. Security of Our Website**

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 8.1 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 8.2 link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 8.3 download any part of Our Website, without our express written consent;

- 8.4 collect or use any product listings, descriptions, or prices;
- 8.5 collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 8.6 aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website;
- 8.7 share with a third party any login credentials to Our Website.
- 8.8 Despite the above terms, we now grant a licence to you to:
  - 8.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent or specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
  - 8.8.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website.

## 9. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 9.1 your failure to comply with the law of any country;
- 9.2 your breach of this agreement;
- 9.3 any act, neglect or default by any agent, employee, licensee or customer of yours;
- 9.4 a contractual claim arising from your use of the Goods;
- 9.5 a breach of the intellectual property rights of any person.

## 10. Intellectual Property

- 10.1 We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 10.2 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 10.3 You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 10.4 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

## 11. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 11.1 If you are not happy with our services or have any complaint then you must tell us by email message to [amethystexclusive@hotmail.com](mailto:amethystexclusive@hotmail.com)
- 11.2 If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- 11.3 We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: <http://ec.europa.eu/consumers/odr/>.

## **11. Miscellaneous matters**

11.1 When we communicate with you we do so by email. You agree that email communications

are contractually binding in the same way as properly signed and dated paper sent by post.

11.2 Where we provide goods and/or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other Goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.

11.3 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

11.4 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

11.5 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

11.6 Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

- if delivered by hand: on the day of delivery;
- if sent by post to the correct address: within 72 hours of posting;
- If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

11.7 This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.8 Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control, including any labour dispute between a party and its employees.

11.9 In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

11.10 The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

## **AMETHYST EXCLUSIVE RETAIL**

### **1. Acceptance of your order**

1.1 Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order until we confirm acceptance in writing, referring to the order.

1.2 Your order is an offer to buy from us. We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall despatch your order.

1.3 If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:

- 1.3.1. accept the alternatives we offer;
- 1.3.2. cancel all or part of your order.

### **2. Price and payment**

- 2.1 The price payable for the Goods that you order is clearly set out on Our Website.
- 2.2 It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods until you have confirmed that you wish to buy at the new price.
- 2.3 If the item you order is available in parts, you must pay us the full price of your order before we will send any part of it.
- 2.4 Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
- 2.5 If, by mistake, we have under-priced Goods, we will not be liable to supply that those Goods to you at the stated price, provided that we notify you before we dispatch it to you.
- 2.6 The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 2.7 If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 14 days from the date when we accept that repayment is due.

### **3. Security of your credit card**

We take care to make Our Website safe for you to use.

- 3.1 Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 3.2 If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

### **4. Cancellation and refunds**

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations"). Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 4.1 We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
- 4.2 The following rules apply to cancellation of your order:
  - 4.2.1 If you have ordered Goods, but not received them, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.
  - 4.2.2 If you have ordered Goods, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You must also send the Goods back to us within that same 14 day period.
  - 4.2.3 We will return your money subject to the following conditions:
    - 4.2.3.1 we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.
    - 4.2.3.2 you comply with our procedure for returns and refunds as per the instructions within the packaging of your order. We cannot return your money unless we know who sent them.
- 4.3 The option to cancel your order is not available:
  - 4.3.1 if you purchase sealed goods which relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason;
  - 4.3.2 if they are a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed.
  - 4.3.3 if the Goods are somehow mixed with other goods so that we cannot identify or easily separate them.

4.4 You are responsible for the cost of returning the Goods. We have no obligation to refund to you, your cost of re-packing and returning the Goods.

4.5 In any of the above scenarios, we will return the cost of the product within 7 days of receiving the returned product.

## **5. Liability for subsequent defects**

5.1 Please examine the Goods received from us immediately you receive them. If you do not tell us of any defect or problem within 30 days of receipt of the Goods, we shall assume that you have accepted them.

5.2 The procedure to return the faulty Goods is as follows:

5.2.1 the Goods must be returned to us as soon as any defect is discovered but not later than six months from receipt by you.

5.2.2 before you return the Goods to us, please carefully re-read the instructions and check that you have assembled it correctly, complied with any provisions relating to the power supply, plugs and sockets / other.

5.2.3 please follow the returns procedure set out on the reverse side of the delivery note we sent to you with the Goods.

5.3 We will return your money subject to the following conditions:

5.3.1 we receive the Goods with labels and packaging intact.

5.3.2 you comply with our returns procedure. We cannot return your money unless we know who sent them.

5.3.3 you tell us clearly what is the fault you complain of, when it first became apparent, and other information to enable us to identify or reproduce it.

5.4 If any defect is found, then we shall:

5.4.1 repair or replace the Goods, or

5.4.2 refund the full cost you have paid including the cost of returning the Goods.

## **6. Delivery and pick up**

6.1 Goods are delivered within a maximum of 30 days from the day you place an order to purchase the Goods, however it is our aim to deliver as soon as possible after your order and the estimated delivery date will be shown on our confirmation of your order.

6.2 Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept the delivery.

6.3 If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.

6.4 We may deliver the Goods in instalments if they are not all available at the same time for delivery.

6.5 Goods are sent by post. We will send you a message by email to tell you when we have despatched your order.

6.6 If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.

6.7 Some Goods will be delivered direct from the manufacturer who will contact you to arrange delivery. When delivery of the Goods has been arranged directly with the manufacturer, you will be subject to the manufacturer's delivery policy.

6.8 Some Goods are so large and heavy that delivery times may be slightly longer. In this case, approximate delivery dates will be given when you place your order.

6.9 Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.

## **7. Foreign taxes and duties**

7.1 If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your

country.

7.2 You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

## **8. Waste Electronic and Electrical Equipment Regulations 2013**

8.1 These regulations provide that suppliers of equipment like high street shops and Internet retailers must allow Consumers to return their waste equipment free of charge.

8.2 Our obligation is to take back from you any electronic or electrical product when you buy a replacement product for similar use.

8.3 If you wish to take advantage of this service, you must return your waste item within 28 days of buying your new one. You must pay the carriage cost to us.

## **9. Your account with us**

9.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

9.2 If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.

9.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

# **AMETHYST EXCLUSIVE RETREATS**

## **1. Retreat Booking Details**

1.1 All bookings will be regarded as provisional until a signed copy of these Terms & Conditions has been received from the client, along with a non-refundable deposit for the required services (as set out in Clause 2.4 below), and only if accepted by Amethyst Exclusive Group Limited will the booking be confirmed. Amethyst Exclusive Group Limited is not under any obligation to continue holding provisional bookings beyond the given option date (usually 10 working days from the time of booking), if these have not been received. For the purposes of this Agreement "working days" shall mean Monday to Friday inclusive.

## **2. Price & Payment**

2.1 All prices quoted by Amethyst Exclusive Group Limited may be amended when agreed with the Client and the Client will reasonably consider any errors or omissions or where an increase is caused by a change in the circumstances beyond the reasonable control of Amethyst Exclusive Group Ltd.

2.2 Any query arising from an invoice must be notified to Amethyst Exclusive Group Limited in writing by the Client within 10 working days of the date of the invoice receipt. Failure to comply will render the full invoice payable on the due date.

2.3 It is strictly the responsibility of the Client confirming the booking to inform all relevant parties of the payment terms, as set out by Amethyst Exclusive Group Ltd.

2.4 Deposit – A deposit of 50% of the total fee payable (including VAT), as quoted and agreed in the written proposal of any retreat shall be payable on confirmation of the order. The remaining 50% shall be known as the "balance".

2.5 Balance Due – the balance of the total fee shall be payable 14 working days prior to the retreat date.

2.6 Additional Expenses – any additional expenses or fees resulting from any changes made by the Client, that have not been quoted in the agreed proposal but subsequently incurred by Amethyst Exclusive Group Limited, will be invoiced separately after the event.

2.7 Payment will be due within 5 working days of presentation, any queries thereon raised

within 3 working days of presentation and payment shall be made in accordance with clause 2.8. Amethyst Exclusive Group Limited will agree any additional expenses or fees with the client prior to these being incurred.

2.9 Late Bookings – Should a booking be made within 20 working days of the retreat date, payment in full will be required to secure your space at the retreat.

### **3. Methods of Payment**

3.1 Cheque - payable to Amethyst Exclusive Group Limited

3.2 Paypal - [paypal.me/amethystexclusive](https://www.paypal.me/amethystexclusive)

3.3 Bank transfer to - Amethyst Exclusive Group Limited

Starling Bank, Sort Code: 60-83-71, Account number: 49955579

### **4. Cancellation or no-show by client**

4.1 This clause applies to the following: where the client

- cancels their attendance at the retreat
- cancels partial use of the facilities at the retreat
- reduces the duration of the retreat as a result of which the contracted value is reduced.

4.2 Should a retreat be cancelled by the client, the following cancellation charges will apply and extend to the total charge which includes: any required accommodation, function room hire, equipment, pre-booked food and beverage charges. In addition, the client will settle any third party charges incurred by Amethyst Exclusive Group Limited on behalf of the client.

#### **Cancellation Clause %**

More than 120 working days prior to the retreat Nil

120 to 61 working days prior to the retreat 50%

60 to 31 working days prior to the retreat 80%

31 working days or less prior to the retreat 100%

4.3 All cancellations must be received from the client by email to

[amethystexclusive@hotmail.com](mailto:amethystexclusive@hotmail.com) and will be deemed to take effect from the date of receipt.

### **5. Cancellation by Amethyst Exclusive Group Limited**

5.1 Should a retreat be cancelled by Amethyst Exclusive Limited, the client will be entitled to rebook on another retreat with a discount of 5% or a full refund with a voucher entitling them to a 5% discount on another retreat. This includes cancellation by Amethyst Exclusive Group Limited for any reason including Covid-19 or a similar pandemic.

### **6. Governing Law**

6.1 The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country

## **AMETHYST EXCLUSIVE HOLISTIC TREATMENTS**

### **1. Our commitment to our clients**

1.1 All treatments provided by Amethyst Exclusive Group Limited will last for the specified duration purchased. i.e. a 1 hour treatment will last at least 1 hour.

1.2 All new clients must complete a consultation form prior to treatment and will receive up to 10 minutes free consultation in addition to their treatment.

1.3 Treatment notes will be taken during each treatment and kept on file.

1.4 By signing the consultation form, clients are giving Amethyst Exclusive Group

Limited permission to hold records and data about them. Personal information will not be shared with any third parties.

1.5 Treatments will only be conducted if Amethyst Exclusive Group Limited deems the treatment safe for the client to receive. A full refund will be given if Amethyst Exclusive Group Limited is unable to carry out the treatment due to contra-indications.

1.6 GP/Consultant permission may be required before treatments can be provided.

## **2. Methods of Payment**

2.1 Cash

2.2 Cheque - payable to Amethyst Exclusive Group Limited

2.3 Paypal - [paypal.me/amethystexclusive](https://www.paypal.me/amethystexclusive)

2.4 Bank transfer to - Amethyst Exclusive Group Limited

Starling Bank, Sort Code: 60-83-71, Account number: 49955579

## **3. Cancellation or no-show by client**

3.1 A booking is confirmed once Amethyst Exclusive Group Limited and the client have both agreed to a date, time, duration and location for a treatment, this includes the online booking system.

3.2 If a cancellation is made more than 24 hours before a treatment, Amethyst Exclusive Group Limited will return the full amount.

3.3 If a cancellation is made within 24 hours of the treatment, the customer will be expected to pay a cancellation fee of the full value of the treatment session booked.

3.4 If appointments are missed, the full amount will be charged. Please be aware that we are strict on our 24 hour cancellation policy. You can contact us by phone (answer phone is always on) by text or by email to [amethystexclusive@hotmail.com](mailto:amethystexclusive@hotmail.com)

## **4. Cancellation by Amethyst Exclusive Group Ltd**

4.1 Amethyst Exclusive Group Limited has the right to cancel a treatment without notice if the room or environment is unsuitable for the treatment to be provided, or if the therapist is taken ill.

4.2 In these cases we will endeavour to give as much notice as possible. In this case the client will be given an immediate full refund and a 5% voucher towards any future treatment. This includes cancellation by Amethyst Exclusive Group Limited for any reason including Covid-19 or a similar pandemic.

4.3 Amethyst Exclusive Group Limited has the right to cancel a treatment without notice and without refund if the client is intoxicated or inebriated.

## **5. Late Arrivals**

5.1 Late arrivals may, unfortunately, result in reduced treatment time. Therefore out of respect for other clients and the therapists, please make sure you arrive on time for your treatments. Otherwise, you will have to wait until being able to be fitted in depending on the time allocation for the treatment or your treatment will be rescheduled to an alternative time.

## **6. Inappropriate Behaviour**

6.1 Out of respect for both the therapist and client, Amethyst Exclusive Group Limited asks that underwear is worn at all times during all massage treatments, there are no exceptions to this rule.

6.2 Amethyst Exclusive Group Limited has the right to terminate a treatment immediately if the client demonstrates any inappropriate or sexual behaviour.

6.3 Payment will be collected for the full treatment price.

6.4 If the therapist is unable to collect money before leaving, an invoice will be sent to the client's address. All invoices must be paid within 7 days of issue date otherwise further action may be taken.

## **7. Vouchers**

- 7.1 Vouchers can be used as payment towards any available, advertised treatments.
- 7.2 Vouchers are only valid for one use.
- 7.3 If the whole amount of the voucher is not used, another voucher for the remaining voucher sum will be issued.
- 7.4 Vouchers are only valid for 12 months, up to and including the expiry date.
- 7.5 Postage will only be charged for vouchers that are paid for online or over the phone and then posted.
- 7.6 Refunds are not available for vouchers already paid for and provided.

## **8. Feedback**

- 8.1 We welcome your feedback via our website and/or social media sites, however if you have negative feedback or a complaint about our treatments we would appreciate the opportunity to discuss this with you personally before you make any on-line posts.
- 8.2 Content may be used in publicity material and on the website, with the permission of the client.

## **9. Confidentiality**

- 9.1 Client treatment details will not be discussed with anyone other than the client unless the client is under the age of 18, has a care worker or guardian or has been referred by a GP or other Medical Professional.
- 9.2 Consultation Forms and treatment notes will be kept on file, securely by Amethyst Exclusive Group Limited.
- 9.3 We reserve the right to request the name and contact details of your General Practitioner should we feel that there is any risk in relation to your life or wellbeing.

## **10. Young clients**

- 10.1 Clients under the age of 18 must be accompanied by an adult.
- 10.2 The adult must give permission for the treatment to be performed.
- 10.3 The adult must co-sign the client's consultation form.
- 10.4 The adult must be present in the room throughout the treatment.

## **11. Complaints Procedure**

- 11.1 If a client wishes to make a complaint about Amethyst Exclusive Group Limited, this must be emailed to the following address [amethystexclusive@hotmail.com](mailto:amethystexclusive@hotmail.com)
- 11.2 Complaints must include the date and location of the incident, the full name of the complainant, details of the complaint and a desired outcome following the complaint.
- 11.3 All complaints will be taken very seriously will be acknowledged immediately, a full investigation carried out and a response will be provided within 14 days.

## **12. Insurance and Ethics**

- 12.1 Amethyst Exclusive Group Limited is registered with The Federation of Holistic Therapists for holistic treatments.
- 12.2 Amethyst Exclusive Group Limited abides by the code of ethics for holistic treatments provided by The Federation of Holistic Therapists.
- 12.3 Amethyst Exclusive Group Limited is fully insured for holistic treatments by The Federation of Holistic Therapists.

# **AMETHYST EXCLUSIVE COUNSELLING SERVICES**

## **1. Our commitment to our clients**

- 1.1 All counselling provided by Amethyst Exclusive Group Limited will last for the specified duration purchased. i.e. a 1 hour treatment will last at least 1 hour.
- 1.2 All new clients must complete a consultation form prior to treatment and will receive up to 10 minutes free consultation in addition to their treatment.
- 1.3 Treatment notes will be taken during each treatment and kept on file.
- 1.4 By signing the consultation form, clients are giving Amethyst Exclusive Group Limited permission to hold records and data about them. Personal information will not be shared with any third parties.
- 1.5 Counselling will only be conducted if Amethyst Exclusive Group Limited

deems the counselling safe for the client to receive. A full refund will be given if Amethyst Exclusive Group Limited is unable to carry out the counselling.

## **2. Methods of Payment**

- 2.1 Cash
- 2.2 Cheque - payable to Amethyst Exclusive Group Limited
- 2.3 Paypal - [paypal.me/amethystexclusive](https://www.paypal.me/amethystexclusive)
- 2.4 Bank transfer to - Amethyst Exclusive Group Limited  
Starling Bank, Sort Code: 60-83-71, Account number: 49955579

## **3. Cancellation or no-show by client**

- 3.1 A booking is confirmed once Amethyst Exclusive Group Limited and the client have both agreed to a date, time, duration and location for a counselling session, this includes the online booking system.
- 3.2 If a cancellation is made more than 24 hours before a session, Amethyst Exclusive Group Limited will return the full amount.
- 3.3 If a cancellation is made within 24 hours of the session, the customer will be expected to pay a cancellation fee of the full value of the counselling session booked.
- 3.4 If appointments are missed, the full amount will be charged. Please be aware that we are strict on our 24 hour cancellation policy. You can contact us by phone (answer phone is always on), by text or by email to [amethystexclusive@hotmail.com](mailto:amethystexclusive@hotmail.com)

## **4. Cancellation by Amethyst Exclusive Group Ltd**

- 4.1 Amethyst Exclusive Group Limited has the right to cancel a session without notice if the room or environment is unsuitable for the counselling to be provided, or if the counsellor is taken ill.
- 4.2 In these cases we will endeavour to give as much notice as possible. In this case the client will be given an immediate full refund and a 5% voucher towards any future counselling. This includes cancellation by Amethyst Exclusive Group Limited for any reason including Covid-19 or a similar pandemic.
- 4.3 Amethyst Exclusive Group Limited has the right to cancel a session without notice and without refund if the client is intoxicated or inebriated.

## **5. Late Arrivals**

- 5.1 Late arrivals may, unfortunately, result in reduced counselling time. Therefore out of respect for other clients and the therapists, please make sure you arrive on time for your sessions. Otherwise, you will have to wait until being able to be fitted in depending on the time allocation for the session or your session will be rescheduled to an alternative time.

## **6. Inappropriate Behaviour**

- 6.1 Amethyst Exclusive Group Limited has the right to terminate a treatment immediately if the client demonstrates any inappropriate behaviour.
- 6.2 Payment will be collected for the full treatment price.
- 6.3 If the counsellor is unable to collect money before leaving, an invoice will be sent to the client's address. All invoices must be paid within 7 days of issue date otherwise further action may be taken.

## **7. Vouchers**

- 7.1 Vouchers can be used as payment towards any available, advertised treatments.
- 7.2 Vouchers are only valid for one use.
- 7.3 If the whole amount of the voucher is not used, another voucher for the remaining voucher sum will be issued.
- 7.4 Vouchers are only valid for 12 months, up to and including the expiry date.
- 7.5 Postage will only be charged for vouchers that are paid for online or over the phone and then posted.
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have negative feedback or a complaint about our counselling we would appreciate the opportunity to discuss this with you personally before you make any on-line posts.  
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9.1 Client treatment details will not be discussed with anyone other than the client unless the client is under the age of 18, has a care worker or guardian or has been referred by a GP or other Medical Professional.

9.2 Consultation Forms and treatment notes will be kept on file, securely by Amethyst Exclusive Group Limited.

9.3 We reserve the right to request the name and contact details of your General Practitioner should we feel that there is any risk in relation to your life or wellbeing.

## **10. Young clients**

10.1 Clients under the age of 18 will not be accepted for counselling by Amethyst Exclusive Group Limited.

## **11. Health Care Disclaimer**

11.1 The counselling services provided by Amethyst Exclusive Group Limited are offered to provide help and advice in relation to your non-health related lifestyle choices. Nothing in the services provided should be considered or used as a substitute for medical advice, diagnosis or treatment. The services offered do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. You should always talk to your General Practitioner for diagnosis or treatment, including your specific medical and mental health needs.

11.2 If you have, or suspect that you have a medical problem or condition please contact your General Practitioner immediately. If you are experiencing a medical emergency in the United Kingdom please call 999 immediately.

## **12. Liability**

12.1 Amethyst Exclusive Group Limited exclude any liability and responsibility for any amount or kind of loss or damage, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption.

12.2 The counselling services provided by Amethyst Exclusive Group are provided "as is" without any conditions, warranties or other terms of any kind.

## **13. Complaints Procedure**

13.1 If a client wishes to make a complaint about Amethyst Exclusive Group Limited, this must be emailed to the following address [amethystexclusive@hotmail.com](mailto:amethystexclusive@hotmail.com)

13.2 Complaints must include the date and location of the incident, the full name of the complainant, details of the complaint and a desired outcome following the complaint.

13.3 All complaints will be taken very seriously will be acknowledged immediately, a full investigation carried out and a response will be provided within 14 days.

## **14. Insurance and Ethics**

14.1 Amethyst Exclusive Group Limited is registered with ..... for counselling treatments.

14.2 Amethyst Exclusive Group Limited abides by the code of ethics for counselling provided by .....

14.3 Amethyst Exclusive Group Limited is fully insured for counselling treatments by .....