



SECOND SIGHT HEALING LIMITED

TERMS AND CONDITIONS FOR USE AND RECEIPT OF SERVICES

Second Sight Healing Limited operates with an open hearted, caring and positive approach and mentality. Our aim is the healing of individuals, and to bring balance to our communities and world. We work through collaboration and friendship with our practitioners and our customers, and wish to share our experiences and understanding with as many people as we can, to bring about a more harmonious and peaceful existence between each other and our Earth.

Because we want to work with you as our customers, and to be open, honest and upfront about how we provide our services, practices, teachings and experiences with you, we have set out our terms and conditions below. This ensures that when you come to use our services and materials, and work with us to achieve the goals set out above, we are all clear on how this will happen, and that everyone can then engage fully with the experiences we wish to share with you all.

THE CUSTOMER'S ATTENTION IS DRAWN SPECIFICALLY TO CLAUSE 3.4, CLAUSE 5.6 AND TO CLAUSE 11.

1. THESE TERMS AND CONDITIONS

1.1. What these terms cover. These are the terms and conditions ("Terms") on which you are supplied with the Services and the Materials (each as defined below), and covers the provision of:

- 1.1.1. the Services as a whole;
- 1.1.2. any digital content, videos, tutorials, information, resources or advice which you receive from the Services, or otherwise from us as part of our engagement with you (the "Materials"); or
- 1.1.3. any other content or information, whether this is digital content or otherwise, which you receive in connection with the Services.

1.2. **Why you should read them.** Please read these terms carefully before you submit any order to us, or apply to receive any Services and/or Materials. These terms tell you who we are, how you will be provided with the Services and any Materials, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3. **We only provide the services to consumers.** Consumers have different rights to businesses, and these terms are intended to cover where the Services and/or the Materials are provided to you as a consumer. You are a consumer if:

- 1.3.1. you are an individual; and
- 1.3.2. you are buying the Services and/or the Materials wholly or mainly for your personal use or benefit (not for use in connection with your trade, business, craft or profession).

1.4. **The Services and Materials are not intended for children.**

- 1.4.1. The Services and the Materials are predominantly not intended for children, and by placing an order or working with us, you are confirming that you are at least 18 years old.
- 1.4.2. If you are not at least 18 years old, we may end our contract or engagement with you, and stop providing the Services but we will refund you for any fees and charges processed.
- 1.4.3. Alternatively, a parent, guardian or other suitably and legally authorised adult ("**Responsible Adult**") may enter this Contract on behalf of a person under the age of 18 ("**Minor**"), and all references to "you" in these Terms shall thereafter apply to the Responsible Adult on behalf of the Minor. Furthermore, the Responsible Adult shall hereby agree that:
 - (a) they will perform and observe all obligations and satisfy all liabilities of the recipient of the Services under this Contract on behalf of the Minor who shall be in receipt of the Services (including in respect of providing the necessary information to permit the delivery of the Services); and
 - (b) Second Sight and any Trained Practitioner shall be entitled to rely on all limitations, exclusions, rights and remedies set out in the Contract, in respect of both the Responsible Adult and/or the Minor.

1.5. **These definitions will help you understand our Terms as a whole.** Throughout these Terms, there are a number of definitions which are used. Some are set out throughout the Terms, but we have also set out some here for you to help explain our process:

- 1.5.1. "**Booking Services**" means the booking and purchase services to be provided by Second Sight, allowing you to purchase the Practical Services;
- 1.5.2. "**Practical Services**" means the services which having been requested by you in your order, have actually been confirmed by us in our email accepting your order (as described in clause 4.6), and which are to be performed

either by Second Sight directly, or a Trained Practitioner, as is set out in your order;

1.5.3. "**Second Sight**", "**we**", "**our**", and "**us**" shall be deemed to mean Second Sight Healing Limited (company number: 13548283);

1.5.4. "**Services**" means the Booking Services and the Practical Services; and

1.5.5. "**Trained Practitioner**" shall mean an individual practitioner who is providing you as the customer with the Practical Services and/or the Materials, under licence from Second Sight.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. **Who we are.** We are Second Sight, a company registered in England and Wales. Our company registration number is 13548283 and our registered office is at C/O External Accounts, Central House, 20 Central Avenue, St. Andrews Business Park, Norwich NR7 0HR.

2.2. **How to contact us.** You can contact us by email to info@secondsighthealing.com.

2.3. **How we may contact you.** If we have to contact you, we will do so by telephone (including by text message or WhatsApp) or by writing to you at the email address or postal address you provided to us in your order or other correspondence.

2.4. "**Writing**" includes emails. When we use the words "**writing**" or "**written**" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1. **Our Terms.** How these Terms apply to you depends on who is to provide each element of the Services to you.

3.2. **Who will provide each part of the Services, and the meaning of "we", "us" and "our" in these Terms.**

3.2.1. Second Sight may provide the Services directly, but also may act as agent for each Trained Practitioner providing Practical Services through our website. The Services may be provided as a whole by Second Sight directly. However, Trained Practitioners, who are independent healers and practitioners, who have received training from Second Sight to provide you with their services in accordance with our methods, teachings and practices, may provide you with the Practical Services.

3.2.2. Second Sight has been appointed by each Trained Practitioner to act as their commercial agent, with authority to negotiate and conclude contracts for the sale of the Practical Services, and the provision of the Materials, in the name and on behalf of the Trained Practitioner, without prior reference to that Trained Practitioner.

3.2.3. Therefore, when you are placing an order for the Practical Services and/or the Materials, you as the customer acknowledge that:

(a) the Practical Services and/or the Materials may be provided directly by Second Sight, or Second Sight may procure that such Practical Services will be provided by a Trained Practitioner;

(b) where the Services and/or the Materials are to be provided by Second Sight directly, Second Sight may perform any of its obligations or exercise any of its rights hereunder through any Trained Practitioner, and that where a Trained Practitioner performs any such obligations, any act of omission of Second Sight shall be deemed to be an act or omission of the Trained Practitioner;

(c) where the Practical Services and/or the Materials are to be provided by a Trained Practitioner, the Trained Practitioner may have its obligations performed, or any of its rights exercised by Second Sight, provided that any act or omission by Second Sight shall be deemed to be the act or omission of the Trained Practitioner;

- (d) our Trained Practitioners are independent practitioners and businesses of Second Sight, and are operating independently of, and under licence from, Second Sight; and
- (e) where applicable, and in accordance with clause 3.3, the Trained Practitioner with whom you place your order will be the legal entity with which you as the customer are contracting under the Contract, and not for the avoidance of doubt, Second Sight.
- 3.3. **Who is my contract with?** Which parties are involved in your contract, and responsible for performing each part of the Services will depend on who is providing the Practical Services. Where:
- 3.3.1. the Services are being provided entirely by Second Sight, your “**Contract**” is with Second Sight for the Services as a whole and these Terms shall apply as a whole; or
- 3.3.2. the Practical Services are being provided by a Trained Practitioner:
- (a) your “**Contract**” is with Second Sight for the Booking Services only and these Terms shall apply to the Booking Services alone; and
- (b) the provision and receipt of the Practical Services, and the Materials and any other content thereto, shall be subject to the Trained Practitioner’s terms and Conditions (“**Practitioner Terms**”), and your “**Contract**” for the Practical Services shall be with the Trained Practitioner on the Practitioner Terms, and Second Sight shall have no liability for the Practical Services in accordance with clause 3.4.
- 3.3.3. Save for as set out in this clause 3.3, the Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, save for where such terms are required by law.
- 3.4. The Contract constitutes the entire agreement between the parties in respect of the Services. You as the customer acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made by us or the Trained Practitioner, or which was given on our behalf or on behalf of the Trained Practitioner, which is not set out in the Contract.
- 3.5. **YOUR ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE** – In some cases, Second Sight shall have no liability to you as the customer unless required by law. Subject to clause 11.2, where the Practical Services and/or the Materials are being provided by the Trained Practitioner, you acknowledge the provisions set out in clauses 3.2 and 3.3, and that in such cases:
- 3.5.1. Second Sight shall have no liability or responsibility to you as the customer in respect of the provision of the Practical Services, the Materials or any other content (save for where such liability cannot be excluded by law), and such liability shall remain with the Trained Practitioner absolutely; and
- 3.5.2. Second Sight shall be separately and fully indemnified by the Trained Practitioner in respect of any losses, damages, expenses, costs or penalties suffered by Second Sight, including in respect of any obligations of the Trained Practitioner which are performed by Second Sight, including but not limited to invoices being submitted by Second Sight for the Practical Services.
- 4. THE SERVICES AND THE MATERIALS**
- 4.1. **How you may place your order for the Practical Services and/or the Materials.** You may place an order through our website or via email. In doing so, you will be required to choose whether the Practical Services are to be provided by Second Sight directly, or by one of our Trained Practitioners, and to select from the services and the materials they provide, which will be set out on our website. You may place an order up to two months in advance of when you wish for such services and materials to be provided.
- 4.2. **All Services are subject to availability.** The placing of any order by you is subject to the availability of each of our Trained Practitioners, and of those practitioners employed or engaged directly by Second Sight. Whilst we hope there will be a suitable practitioner available on your desired dates, we cannot guarantee this, and if your selected date and/or practitioner is unavailable, we invite you to look for an alternative date and/or practitioner to suit your needs and requirements.
- 4.3. **Samples and descriptions are not part of the Contract.** Any samples, drawings, descriptive matter or advertising issued by us or Second Sight, and any descriptions or illustrations contained in our or Second Sight’s advertising material, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract, or have any contractual force.
- 4.4. **How we will accept your order.** Acceptance of your order (whether on our behalf or on behalf of the relevant Trained Practitioner) will take place when we email you to accept it, at which point:
- 4.4.1. where the order is for the provision of Practical Services which are to be carried out directly by Second Sight, the Contract will come into existence between you and us on the basis of these Terms; or
- 4.4.2. where the order is for the provision of Practical Services which are to be carried out by a Trained Practitioner, the Contract will come into existence between you and the Trained Practitioner, in accordance with the Practitioner Terms.
- 4.5. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for any services, materials or any other content. This may be due to a discretionary decision, or it might be because the selected services, materials or content are no longer being maintained or provided, because of unexpected limits on our resources or those of our Trained Practitioners which we and/or the Trained Practitioners could not reasonably plan for, because we have identified an error in the price or description of the selected services, materials or content, or because we or the Trained Practitioner are unable to meet any time requirements which you have specified.
- 4.6. **What Services, Materials and other content will be provided.** The Practical Services to be provided under the Contract shall be the services which having been requested by you in your order, have been confirmed by us in our email accepting your order. The Materials and any other content to be provided alongside the Services shall also be as is set out in our order acceptance as being provided alongside the Services.
- 4.7. **We do not and cannot guarantee any results from your receipt of the Services.** You acknowledge that:
- 4.7.1. different customers will derive different personal results from their use of the Practical Services and the Materials;
- 4.7.2. each customer will start their engagement with the Practical Services from different personal, spiritual and well-being standpoints; and
- 4.7.3. the results will also be heavily dependent on how you as the customer engage with the Practical Services, or carry out any information or activities set out in the Materials or any other digital content available to you.
- Therefore, we cannot guarantee and do not provide any guarantee about the results which you will achieve through the use of the Practical Services, the Materials or any other digital content available to you which is associated to the Services.
- 4.8. **You acknowledge there may be limitations to the Practical Services and/or the Materials.** You acknowledge that:
- 4.8.1. due to the objective input of spirit, and the subjective input required from you as the customer, both in engaging with the Practical Services and the Materials, and in providing us with information in respect of yourself, that the Practical Services cannot comprehensively cover all elements of your health and wellbeing;
- 4.8.2. in undertaking the Practical Services, or any information or activities in the Materials, we are limited to the information that spirit and you provide to us, and our understanding of you individually;
- 4.8.3. due to the nature of the Practical Services and that some of the Materials and other digital content will be provided in a generic, and sometimes online format, they cannot be as comprehensive and tailored as when the Practical Services are provided in person;
- 4.8.4. the information, practices and teachings in the Materials and other digital content are subject to change at all times, and may change without notice;
- 4.8.5. certain Materials may be withdrawn at any time, and may not be re-instated at any time in the future, and you shall not be able to access any withdrawn Materials previously available;
- 4.8.6. the Practical Services and the Materials will be limited to those that you have specifically requested from time to time;
- 4.8.7. you are solely responsible for determining your ability to undertake any of the practices, activities or other matters in the Materials or provided as part of the Practical Services, and only using Materials or parts of the Practical Services which are suitable to your abilities; and
- 4.8.8. the use of the Practical Services and the Materials is fundamentally dependent on your comprehension of the Materials and how you subjectively follow and apply the content within the Materials, or which is given to you in the provision of the Services. We cannot guarantee that you will perform any activity, practice or teaching to the same standard as is contained in the Materials, especially where a practitioner is not present with you, and you may engage with the Materials remotely. We cannot monitor or advise how you put the Materials into practice at all times.
- 4.9. **We may stop providing the Services if we feel this is appropriate.** If at any time we feel that we cannot provide you with a reasonable level of service (due for example to a lack of information, or the seriousness of a condition), we will not proceed with or will stop providing the Services and/or any further Materials, and we will either discuss with you how we can amend the Services to meet your needs, or we will end Contract and refund you in full for the Services not yet provided.
- 5. YOUR HEALTH AND PRELIMINARY INFORMATION**
- 5.1. **Preliminary Information.**

- 5.1.1. As part of placing an order, you will need to provide us with information via a customer information form about yourself. Amongst other things, you will need to provide your name, address, telephone number, e-mail address, bank details and information in respect of your health to receive the Practical Services and the Materials. This information will be used by us, or provided to the relevant Trained Practitioner (as applicable) in order to facilitate the provision of the Booking Services, the Practical Services and the Materials – please see our privacy policy (located on our website) as to how we process your personal data.
- 5.1.2. It is important that this information is complete and accurate, and you agree that the information you have provided is complete and accurate, and not misleading in any respect – this is crucial to ensure that the Services and Materials are tailored to your needs, and to ensure that you receive the best attention from us or the relevant Trained Practitioner (as applicable) as possible.
- 5.1.3. If you do not provide accurate and complete information as reasonably requested by us, we may choose to not accept an order for the Practical Services, or to cancel any Contract in accordance with these Terms, and we will not be liable to you for any loss or damage suffered as a result of us acting on inaccurate or incomplete information.
- 5.2. **You confirm that you are able to receive the Services.** By placing an order for the Practical Services, you agree that you are capable of engaging in the activities, practices and methods which you have requested, or which you otherwise undertake as a result of receiving the Practical Services, or any of the Materials (whether you do this through us or independently of us). You confirm that it would not be detrimental to your health, safety, comfort or physical condition. We will not be liable for any loss or damage suffered as a result of you not declaring a medical condition or carrying out any activity, practice or similar (whether as part of the Practical Services, or as contained in the Materials, or otherwise) when you were aware, or should have been aware, that it would or might be detrimental to you to do so.
- 5.3. **You use the Services at your own risk.**
- 5.3.1. You acknowledge that there may be a risk of injury when participating in some of the Practical Services, or in the activities and practices set out in the Materials.
- 5.3.2. Where we are providing the Practical Services, provided that we perform the Practical Services with reasonable skill and care, and subject to clause 11.2, we will not be liable to you for any loss or damage suffered by you as a consequence of you following the activities set out in any of the Materials, on our website, or under any of the Services provided to you. This includes (but is not limited to) where you suffer an injury or aggravate a pre-existing condition) whilst carrying out any of the activities.
- 5.4. **We do not make a judgement on your suitability for the Services, or on your overall health.** We do not undertake any medical or mental health evaluation in reviewing orders placed with us, and we will not undertake any medical analysis when you provide us with information for any order, or in receipt of any part of the Services.
- 5.5. **We are not required to judge your suitability for the Services, or your overall health throughout receipt of the Services.** Throughout the provision of the Services, whilst we shall use our due care, skill and attention to provide you with Services suitable to your needs and requirements, we shall be under no obligation to monitor your health or suitability for the Services throughout your engagement with us.
- 5.6. **YOUR ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE - USE OF THE SERVICES OR THE MATERIALS, AND PRESCRIBED MEDICAL CARE OR ADVICE.** The Practical Services, and the contents of the Materials and other content, are designed to provide you with services and practices which are independent of other forms of medical treatment. Please note:
- 5.6.1. **the decision to use the Practical Services and the Materials, either alongside or in place of prescribed medical practice or care, remains entirely at your own discretion and risk as the customer;**
- 5.6.2. **we do not advise that the Practical Services, and the practices set out therein and, in the Materials, are treated as a replacement for prescribed medical practice or care;**
- 5.6.3. **we do not advise that you cease any such prescribed care or treatment, or ignore any advice given to you by a trained medical practitioner, including your doctor or GP; and**
- 5.6.4. **should you choose to rely solely on the Practical Services, and/or the practices and advice set out in the Materials, in place of such medical advice, care or treatment, this remains entirely at your discretion, and as your own independent choice, and you do so solely at your own risk. We shall not be liable to you (to the extent permitted by law), for any liability that arises from your decision.**
- 5.7. **You must follow any rules or safety requirements prescribed by us.** Whilst receiving the Services, or carrying out any of the practices or activities set out in the Materials, you:
- 5.7.1. must not be under the influence of alcohol or non-prescriptive drugs;
- 5.7.2. should fully disclose details of any ongoing medication and/or treatments which you are receiving from a medical practitioner, or any on-going recovery from the same which we and/or the Trained Practitioner may reasonably need to be informed of to consider if the Practical Services remain suitable for you; and
- 5.7.3. must follow all safety warnings and instructions provided within any of the Materials, or as is otherwise set out or provided to you in receipt of the Services.
- 5.8. **You may wish to contact a doctor before using the Services, the Materials or other content.** Before placing an order for the Practical Services, or using the Services as a whole, or any of the Materials, you may wish to seek medical advice from a doctor if you have any pre-existing medical conditions which may affect your ability to participate in the Practical Services or any practices set out in the Materials. In particular, if you have any of the following conditions:
- 5.8.1. cardiovascular disease;
- 5.8.2. neuromuscular disease;
- 5.8.3. lung or respiratory disease (including asthma);
- 5.8.4. you are pregnant; or
- 5.8.5. recent surgical procedures,
- this medical advice may assist you in preparing to use the Practical Services, and in determining if there are any risks or challenges you may face in doing so.
- 5.9. **You may wish to contact a doctor whilst using the Services, the Materials or other content.** You may wish to contact a doctor if, at any point whilst using the Services (including when you are following the Materials or recommendations), you experience any of the following symptoms:
- 5.9.1. dizziness;
- 5.9.2. shortness of breath;
- 5.9.3. nausea; or
- 5.9.4. considerable pain.
6. **PROVISION OF THE SERVICES:**
- 6.1. **When will the Services, Materials, and content be provided.** we will provide the Practical Services in accordance with the following provisions:
- 6.1.1. the exact scope of the Practical Services and the Materials which are to be provided to you, shall be as is set out in our email acceptance of your order;
- 6.1.2. we will perform the Practical Services with reasonable skill and care;
- 6.1.3. we will endeavour to carry out the Practical Services on the date(s) confirmed in your order acceptance, or such other date and time as may be agreed between you and us, subject to such confirmation being in writing. However, any dates given for the performance of any part of the Services are approximates only, and neither we or Second Sight shall be liable for any reasonable delay in the performance of any part of the Services, and time for performance of the Services shall not be of the essence;
- 6.1.4. we will use our reasonable endeavours to ensure that the Materials are in line with the current best practice of Second Sight. However, practices and teachings are informed by spirit, and are continually changing, developing and evolving and the Services (or any part thereof) are therefore subject to change; and
- 6.1.5. we will use our reasonable endeavours to respond to any queries or other contact that we receive within 5 working days.
- 6.2. Where the Trained Practitioner is performing the Practical Services, they will provide the Practical Services in accordance with the relevant provisions as are set out in their Practitioners Terms.
- 6.3. **Second Sight is not responsible for the fulfilment of orders or Contracts between you as the customer, and the relevant Trained Practitioner.** As set out in clause 3.2.1, Second Sight acts as an agent for the Trained Practitioners, and has been appointed solely to conclude bookings on their behalf. Second Sight has not been appointed to fulfil orders, or contractual commitments on behalf of the Trained Practitioners. Therefore, where a Trained Practitioner is providing the Practical Services and/or any Materials to you:
- 6.3.1. Second Sight is not responsible for the fulfilment of orders, or the provision of the Practical Services and/or the Materials with respect to Contracts between a Trained Practitioner and you as the Customer;
- 6.3.2. you acknowledge and agree that fulfilment of your order, and the provision of the Practical Services and any Materials under your contract, remains solely with the Trained Practitioner on the Practitioner's Terms; and
- 6.3.3. you should refer any queries, disputes or claims in respect of such provisions of the Practical Services and/or Materials to the Trained Practitioner, in accordance with the Practitioner's Terms (as incorporated into the Contract). Second Sight is not liable or responsible for addressing any claims you have as regards any Trained Practitioner, however we do try and assist by providing intermediary services around resolving disputes and complaints.

- 6.4. **We are not responsible for delays outside our control.** If the supply of the Services, Materials or other content is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Services or content you have paid for but not received.
- 6.5. **If you do not allow us or the Trained Practitioner to provide services.** If you do not allow us or the applicable Trained Practitioner (as applicable) to perform the Services (or any part) as arranged (and you do not have a good reason for this) you will not be entitled to receive a refund for any Services which are paid for but not received.
- 6.6. **What will happen if you do not give required information to us.** As set out in clause 5.1.1, we may need certain information from you so that we can supply the Services, Materials or other content to you in certain circumstances:
- 6.6.1. For example, we will need some fundamental details, which may include your previous health history and any pre-existing medical conditions.
- 6.6.2. We will need a basic level of information if we, or the Trained Practitioner (as applicable) are to provide you with the Practical Services. This is because provision of the Practical Services requires a minimum level of understanding of your needs, concerns, aims and wellbeing. The more information you can, and are comfortable providing us with, the better placed we or the Trained Practitioner will be to assist you, and provide you with Practical Services that are best suited to you.
- 6.6.3. If you do not give us the minimum level of information required within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, the Practical Services may not be able to be provided, which will end the Contract (and clause 9 will apply).
- 6.6.4. If we do not receive a minimum level of information as set out above, and therefore the Practical Services cannot be provided, and the Contract is brought to an end, you may incur an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.
- 6.6.5. Neither we, nor the Trained Practitioner, will be responsible for supplying the Booking Services, the Practical Services or any of the Materials late, or not supplying any part of them, if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.7. **You must not share any Services, Materials, digital content or other material.**
- 6.7.1. Our practices mean that the Practical Services and Materials you are provided with have been tailored to your needs and requests, are based on the information you have provided to us, and are exclusive to you. Therefore, the exact Services you receive may not be suitable for others, who may benefit from services tailored to their own requirements.
- 6.7.2. We operate on a basis of wanting to help as many people as possible, including through the sharing of knowledge where possible. We wish to ensure that each person who wishes to receive the Services (or any part) or the Materials receives tailored bespoke advice, and the attention they deserve in seeking out the Services, and that they do not receive advice or Materials which may be detrimental to their requirements, circumstances and wellbeing. To ensure that all receive the right support on this basis, you should adhere to the following rules, unless we otherwise give you our express prior permission:
- (a) do not allow others to gain access to Second Sight's online or digital Materials;
- (b) do not pass on or otherwise distribute, or permit the distribution of any of the Materials provided to you through the Services or otherwise to any other person;
- (c) do not pass on any advice or information which has been given to you in receiving the Practical Services – this advice and information has been gathered from the experiences and understanding of the practitioner who delivered the Practical Services, and may not apply or be suitable for any third party; and
- (d) do not replicate, or enable the replication of, the format and content of the Practical Services including any tasks, exercises, healing techniques and ceremonies.
- 6.7.3. As set out in clause 6.7.2, we want to help as many people as we can, but given we must do so in the right way, and with the right advice, Services and Materials, we place a lot of importance on ensuring the rules of clause 6.7.2 are followed. Therefore, if you do not follow the provisions set out in this clause 6.7, we are entitled and may end the Contract and overall engagement with you immediately, in accordance with clause 9.
- 6.7.4. The provisions of this clause 6.7 shall continue to apply once we, or the Trained Practitioner has completed providing the Services. In accordance with clause 6.9, we shall retain all intellectual property rights in the Services, the Materials, and any other content and/or other information provided to you by us or any Trained Practitioner at all times, and you must comply with this clause 6.7 and clause 6.9 even once the Contract, whether this is with us, or the Trained Practitioner, has concluded.
- 6.8. **You must not use the Services, the Materials, or any other content for any prohibited uses.** The Services are for your own personal use, and are provided to you on a non-commercial basis. You must not use the Services or the Materials for any of the following matters, or otherwise engage in any of the following matters whilst in receipt of the same:
- 6.8.1. use the Services, the Materials, or any other content in any commercial venture, or for personal profit or gain;
- 6.8.2. engage in inappropriate behaviour, including illicit or sexually suggestive remarks or advances, drug use, or drinking;
- 6.8.3. restrict any other person from using or gaining the full benefit of the Services or the Materials;
- 6.8.4. infringe the privacy or property rights, or any other rights of any other person;
- 6.8.5. harass, threaten, abuse, or otherwise violate any other person or their rights;
- 6.8.6. collect personal data of any description about any individual;
- 6.8.7. access any technology or other computer networks or unauthorised content of any description;
- 6.8.8. compromise the Materials or the IT services and computer networks associated with the Services and the Materials in any way; and
- 6.8.9. engage in any other unlawful, unethical or other criminal activity, or otherwise breach these Terms, or the Practitioner's Terms.
- 6.9. **Intellectual property rights in the Services, Materials and other digital content belong to us.** All intellectual property rights in the Services, the Materials, and any other content and/or other information provided to you by us or any Trained Practitioner in connection with the Services (such as information posted to our website from time to time) belongs to us or our third-party licensors. You are granted a non-exclusive, revocable, ongoing licence to use our intellectual property rights for the purpose of receiving the benefit of the Services and any Materials only.
7. **PRICE AND PAYMENT**
- 7.1. **Where to find the price for the services and content.** The price for each part of the Services, the Materials or other content (which includes VAT where payable) will be the price indicated on the order pages when you placed your order.
- 7.2. **When you must pay and how you must pay.** We accept payment via PayPal, or a debit or credit card (please note some providers may be excluded). Subject to clause 7.3, you must pay for the Services, Materials and any additional content at the time of placing your order. Your payment will be held securely, and will not be processed until we accept your order. Payment for the Services must have cleared in full before we undertake any of the Services, or before we send any of the Materials or other content.
- 7.3. **We may accept payment by direct debit instalments.** For some Services, we may accept payment in instalments, which will be payable by direct debit. Where this is available, this will be as is set out on our website. Where we accept payment in instalments:
- 7.3.1. a deposit will be due at the time of placing your order;
- 7.3.2. each subsequent payment instalment shall be payable on the dates, and/or at the intervals set out in our email acceptance of your order;
- 7.3.3. unless you tell us otherwise, and with reasonable notice prior to the due date for an instalment being due, and there is a valid reason for us to not collect the instalment when due, we will continue to collect the direct debit instalments on the instalment dates set out in clause 7.3.2;
- 7.3.4. each instalment shall be charged to the credit or debit card, or collected from the bank account, which you have provided us with details of as part of you placing your order, and by placing an order and agreeing to pay by direct debit, you authorise us to do so;
- 7.3.5. instalments will be payable regardless of how much or whether you use the Services (or any part thereof); and
- 7.3.6. should you want to cancel your order, this may only be done in accordance with these Terms and the Practitioner's Terms. Subject to the remaining provisions of these Terms, we will deduct an amount for the period following cancellation for which the Practical Services were not supplied, from your outstanding balance due to us. This will not count as a payment, and it may be that this deduction does not cover all of your outstanding balance to us. If following us having deducted such an amount, there is still an amount due from you to us, you'll need to continue making your payments on the date they're due until your balance is paid in full;
- 7.3.7. if you are due a refund in accordance with these Terms:

- (a) if this is a full refund, we will cancel any remaining payments and refund any payments you've already paid to the card used to make the payment; or
- (b) if this is a partial refund, and this is more than the outstanding balance due on your order, we'll deduct the amount from your balance, and then refund the difference to the card you used to pay; or
- (c) if this is a partial refund, and this is less than the remaining balance due on your order, we'll deduct the amount from the outstanding balance, and spread the remaining balance evenly over the remaining payments.

7.4. Fees will be paid to the Trained Practitioner carrying out the Practical Services.

- 7.4.1. Where the Practical Services are being provided by a Trained Practitioner, Second Sight shall in its capacity as agent for the Trained Practitioner collect, securely hold, and ultimately transfer the fees due in respect of the Practical Services to the Trained Practitioner.
- 7.4.2. Any fees which are due to be returned to you in accordance with these Terms, or with the Practitioner's Terms, will be returned by us to you where we are still in receipt of such funds.
- 7.4.3. Where a refund (or any part) relates to Practical Services provided by a Trained Practitioner:
 - (a) the obligation and liability to return any such fees rests solely with the Trained Practitioner in accordance with the Practitioner's Terms, and not Second Sight; and
 - (b) Second Sight shall not be liable personally for any failure by the Trained Practitioner to make any such refund where Second Sight is not in actual possession of the monies to be refunded.

7.5. Additional services and charges. Unless otherwise agreed between you and us:

- 7.5.1. we shall not carry out any additional services, nor incur any additional costs beyond the Booking Services and those Practical Services set out in your order confirmation which we are obligated to provide ("**Additional Services**") until these Additional Services have been agreed in writing between you and us. The Additional Services will then be incorporated into your order, and form part of the Contract; and
- 7.5.2. the charges for the Additional Services will be payable separately (by a payment method approved by us), prior to the performance of any such Additional Services. Failure to pay for such Additional Services will mean that you are not entitled to receive the relevant Additional Services, or any associated materials or content.

8. YOUR RIGHTS TO END THE CONTRACT

8.1. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out in this clause 8.1 below, the contract will end immediately, and we will refund you in full for any Services and/or Materials which have not been provided and you may also be entitled to compensation. The reasons are:

- 8.1.1. we have told you about an error in the price or description of the Services you have ordered, and you do not wish to proceed;
- 8.1.2. there is a risk that supply of the Services may be significantly delayed because of events outside our control (see clause 6.4);
- 8.1.3. we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
- 8.1.4. you have a legal right to end the contract because of something we, or a Trained Practitioner, have done wrong.

8.2. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.

8.3. When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- 8.3.1. any digital content provided as part of the Services after you have started to download it, or if it has been provided to you by us or the Trained Practitioner, via email or other electronic communication; and
- 8.3.2. appointments with a Trained Practitioner, or us directly, including where these are provided via online video sessions, telephone sessions, and other live-time services, within 24 hours of the scheduled start time of such session or live services.

8.4. How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

8.4.1. Have you bought Services (for example, a healing from us, or one of our independent Trained Practitioners?) If so, you have 14 days after the day we email you to confirm we accept your order. However, once we or the Trained Practitioner have begun delivering the Practical Services you cannot change your mind, even if the period is still running. If you cancel after we or the Trained Practitioner have started to provide the Practical Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind. In the case of the Practical Services provided by us or one of our Trained Practitioners, you cannot change your mind within 24 hours of the start of the appointment and you will still be charged if you cancel without providing more than 24 hours' notice in advance of the scheduled appointment time – this is because any less notice, and we may not be able to provide the Services to someone else in the applicable time slot.

8.4.2. Have you bought digital content for download, or to be received by email? If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, from when you receive the digital content from us. If when placing your order, you agreed for us to deliver the digital content to you immediately, you will not have a right to change your mind.

8.5. Ending the contract where we are not at fault and there is no right to change your mind. Even if neither we or the Trained Practitioner are at fault and you do not have a right to change your mind, you can still end the Contract before it is completed, but you may have to pay us compensation.

8.5.1. A contract for digital content is completed when the content is delivered or downloaded and paid for.

8.5.2. A contract for the Practical Services is completed when we or the relevant Trained Practitioner begins delivering the Practical Services or actively making specific preparations for you in respect of the Practical Services.

8.5.3. If you want to end a Contract before it is completed where neither we or the Trained Practitioner are at fault and you have not changed your mind, just contact us to let us know. The Contract will end immediately, and we will refund any sums paid by you for the Services or content which we have not provided, but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the Contract.

8.6. How to end the contract. To end the contract with us, please email us at info@secondsighthealing.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.7. Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the Services and the Materials for the period for which they were supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9. OUR RIGHTS TO END THE CONTRACT

9.1. We may end the contract if you break it. We may end the Contract for any Services and/or Materials at any time by giving notice in writing to you if:

- 9.1.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- 9.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Booking Services and/or the Practical Services, the Materials or any other content supplementary to the Services;
- 9.1.3. you commit a serious breach of any provision of these Terms or the Practitioner's Terms; or
- 9.1.4. you commit frequent or repeated breaches of these Terms or the Practitioner's Terms.

9.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1, we will refund any money you have paid in advance for the Services and/or the Materials we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3. We may end the Contract at any time if you have not been charged for the Services and/or the Materials. We may end the Contract at any time and with immediate effect by giving you notice in writing where the Services and/or access to the Materials has been provided to you free of charge, and without you making payment to us of any fees, whether as set out under these Terms, the Practitioner's Terms, or otherwise.

10. OUR RIGHTS TO MAKE CHANGES

10.1. Changes to these Terms. We may make any changes to these Terms at any time for the reasons listed in clause 10.2. We will give you 30 days' written notice to any changes to these Terms.

10.2. Reasons for making changes. We may need to make changes to these Terms, or to the fees we charge you, for any of the following reasons:

- 10.2.1. we may change, remove or improve or add to our service offering (including to the Materials) at our discretion as this ensures we respond to customer needs and remain competitive;
- 10.2.2. the cost of us running our business increases (for example, we have to pay third parties more for the services or goods they provide to us);
- 10.2.3. to introduce new charges where the cost of running our business increases;
- 10.2.4. we reorganise the way we structure our business;
- 10.2.5. other legal or regulatory reasons;
- 10.2.6. we change the terms to make them clearer or easier to understand, to reflect changes in the law, or to update our contracts from time to time to reflect best practice.
- 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU – THE CUSTOMER’S ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE**
- 11.1. We are responsible to you for foreseeable loss and damage caused by us.**
- 11.1.1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 11.1.2. For the avoidance of doubt, provided that we have:
- (a) performed our part in facilitating the provision of the Practical Services and the Materials by the Trained Practitioner; or
- (b) performed the Services (including the Practical Services) in our own right where your contract is with Second Sight directly,
- (as applicable) with reasonable skill and care, and we have not breached the Contract, we will not be liable to you for any loss or damage you suffer which occurs whilst you are engaging in the Services, or otherwise following the practices, recommendations or advice within the Materials, even where such loss or damage was foreseeable.
- 11.1.3. As set out in clause 3.5.1, where the Practical Services and/or the Materials are being provided by the Trained Practitioner independently of Second Sight, Second Sight Healing Limited shall have no liability or responsibility to you as the customer in respect of the provision of the Practical Services, the Materials or any other content (save for where such liability cannot be excluded by law), and such liability shall remain with the Trained Practitioner absolutely.
- 11.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services, including the right to receive the Services which are as described, fit for any particular purpose made known to us, and supplied with reasonable skill and care.
- 11.3. We are not liable for business losses.** We only supply the Services, the Materials, and any other content for domestic and private use. If you use the Services, the Materials or any other associated content for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.4. We are not liable to anyone other than you.** The Services, the Materials, and the practices information and content set out therein, are provided for your use only and we shall not be liable for any loss or damage suffered by any other person in connection with the same.
- 12. HOW WE MAY USE YOUR PERSONAL INFORMATION AND RECORDINGS**
- 12.1. We will only use your personal information as set out in our Privacy Policy located on our website.
- 12.2. You consent to our collection, storage, use of, and sharing of your personal information and personal data for the purposes of supplying the Services. We may share your personal information and personal data with the necessary Trained Practitioner(s) for the provision of the Services, but we will not use your personal information or personal data for other purposes without your consent, as required by domestic UK law, and data protection legislation as it applies within the UK.
- 12.3. We may record sessions which are held as part of the Services, including but not limited to audio recordings and video recordings (for example recording a Zoom meeting). By engaging in the Practical Services, you consent to Second Sight recording sessions on the basis that:
- 12.3.1. you will be notified prior to any recording being taken if any sessions or part of the Services is being recorded, and what form that recording will take (for example, audio or video);
- 12.3.2. you will be asked for your consent to that session being recorded prior to the recording being started; and
- 12.3.3. if you do not consent to being recorded, you can choose to leave the recorded session or hide your identity on the recording.
- 13. OTHER IMPORTANT TERMS**
- 13.1. **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for Services and/or the Materials not provided.
- 13.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 13.3. **Nobody else has any rights under this contract.** The Contract is either between:
- 13.3.1. you and us; or
- 13.3.2. you and the Trained Practitioner,
- as is set out in clause 3.3. Save for as is otherwise expressly set out in these Terms, no other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 13.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we or the Trained Practitioner continue to provide the Services and/or the Materials, we can still require you to make the payment at a later date.
- 13.6. **Which laws apply to this contract and where you may bring legal proceedings.** These Terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services or content in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services or content in either the Northern Irish or the English courts.