

Happya Ltd. Terms and Conditions

These terms and conditions apply to all services provided by Happya Ltd. Unless otherwise specified.

1. Acceptance of Terms

By registering for any services, including hypnotherapy, EFT, or coaching/therapy sessions with Happya Ltd, you agree to the terms set forth in this document. These Terms and Conditions govern the provision of services, and by electronically signing or proceeding with payment, you confirm that you have read, understood, and agreed to these terms.

2. Confidentiality

Confidentiality is central to the services provided. All information shared during sessions or as part of any services provided by Happya Ltd are confidential and will not be disclosed to third parties without your consent, except in the following circumstances:

- When required by law.
- If there is a risk of harm to yourself or others.

3. Client Responsibilities

It is your responsibility to ensure that you are in a quiet, private space for sessions and that all devices are functioning properly to ensure uninterrupted service. Your participation and progress are directly linked to your commitment, responsibility, and the action you take in and outside of sessions.

4. Health Waiver

4.1. Health Acknowledgement

By participating in hypnotherapy, EFT, or coaching/therapy sessions with Happya Ltd, you confirm that you are in good physical and mental health and do not suffer from any condition that would make these sessions unsuitable. You acknowledge that it is your responsibility to disclose any relevant medical conditions, treatments, or medications that may affect your participation.

4.2. Contraindications

The following individuals should not participate in hypnotherapy or EFT unless express consent is given by a qualified medical professional:

- Those diagnosed with epilepsy or any seizure disorder.
- Individuals suffering from psychosis, severe depression, or personality disorders.
- Pregnant women (for certain therapeutic techniques), unless otherwise approved by a medical professional.

If you have any doubts about whether these sessions are suitable for you, it is your responsibility to consult with your GP or healthcare provider before starting.

4.3. Medical Disclaimer

The services provided by Happya Ltd, including hypnotherapy and EFT, are not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition.

4.4. Medication and Medical Advice

If you are under medical care or taking prescription medications, do not discontinue or adjust any prescribed treatments without the explicit approval of your healthcare provider. Happya Ltd is not responsible for any adverse reactions you may experience due to medical conditions or medications.

4.5. Assumption of Risk

By agreeing to these terms, you acknowledge and assume full responsibility for any risks, known or unknown, that may arise from participation in hypnotherapy, EFT, and coaching/therapy services. You understand that the sessions may involve emotional or personal memories and can result in feelings of discomfort or distress. You agree that you are voluntarily participating in these services and assume all such risks.

4.6. Limitation of Liability

To the fullest extent permitted by law, Happya Ltd is not liable for any personal injury, emotional distress, or other adverse effects resulting from participation in the services. By signing this waiver, you release Happya Ltd from any claims or legal actions arising from your involvement in these services.

4.7. Emergency Situations

If during the session it is deemed that there is a risk to your immediate well-being, you agree that Happya Ltd may contact your emergency contact or relevant authorities to ensure your safety.

5. Payment Terms

Payments must be completed through the online payment system at the time of booking. If you opt for a payment plan, you must complete all scheduled payments. Missed payments may result in cancellation of future sessions or the removal of access rights to services until payments are up-to-date.

- **Non-refundable Deposits:** All deposits or payments are non-refundable unless cancellation occurs within the stated refund window.
- **Refunds:** Refunds are available within 7 days only for services not yet commenced. Bespoke services (such as coaching or hypnotherapy) are exempt from the standard 14-day cooling off period once delivery has begun or materials have been accessed.

By proceeding with purchase, you acknowledge that your right to cancel is waived once services begin or materials are accessed.

For any payment issues, please contact us at contactus@happyacoach.com.

6. Cancellation Policy

Cancellations or rescheduling of sessions must be made at least 24 hours before the appointment. Missed sessions without prior notice may be charged in full.

7. Programme Access

Upon payment, you will receive access to any digital programme materials associated with the services. These materials will be available for the lifetime of the programme. If the programme ceases to exist, notice will be given by email. It is your responsibility to keep your contact details up-to-date.

8. Disclaimers and Liability

Happya services, including hypnotherapy and EFT, are not intended to replace professional medical advice or diagnosis. You are responsible for any actions or decisions made based on the advice or techniques provided during sessions.

- **Liability:** To the extent permitted by law, Happya Ltd disclaims all liability for direct, indirect, incidental, or consequential damages arising from your use of the services, including hypnotherapy, EFT, or coaching. Happya Ltd.'s liability will not exceed the amount paid for services.

9. Intellectual Property

All materials, including but not limited to videos, audio recordings, workbooks, and other written materials, are the intellectual property of Happya Ltd and are protected by copyright laws. These materials are for your personal use only and clients may not reproduce, distribute, or use any of the materials for commercial purposes.

10. License Grant

The license is granted for personal use only.

11. Privacy Policy

By using the services of Happya Ltd., you acknowledge that you have read and agree to our privacy policy. Our privacy policy explains how we collect, use, and protect your personal information. It also outlines your rights with respect to your personal information. You can read our privacy policy <https://www.happyacoach.com/privacy> to learn more. We may update our privacy policy from time to time, and any changes will be posted on our website. By continuing to use our digital product after such changes are made, you agree to the revised privacy policy.

12. Liability and Indemnification

Happya Ltd. make every effort to provide its services to you without errors, interruptions, or delays. However, it cannot guarantee that its services will always be available or error-free. To the maximum extent permitted by law, we disclaim all warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose, and non-infringement.

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In the event that any limitation or exclusion of liability is not enforceable, our maximum liability to you for any and all claims, losses, or damages arising out of or in connection with your use of our digital product shall be limited to the amount you paid to us for access to the product.

10. Termination

Happya Ltd reserves the right to terminate services at any time for any reason, including but not limited to violation of these Terms and Conditions.

11. Governing Law

These terms are governed by and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the jurisdiction of the English courts.

For any queries or concerns, please contact us at contactus@happyacoach.com.