

Mindful Horizons

SOMATIC THERAPY · CLINICAL HYPNOTHERAPY · TRAUMA HEALING · WINDSOR, UNITED KINGDOM

CLIENT SERVICE AGREEMENT

Burnout Reset Programme — Six-Session Therapeutic Package

PARTIES TO THIS AGREEMENT

Service Provider: Ewa Kalinowska, practising as Mindful Horizons, Windsor, United Kingdom ("**the Practitioner**")

Client: _____ ("**the Client**")

Date of Agreement: _____

Programme Commencement Date: _____

This Agreement sets out the terms and conditions governing the provision of therapeutic services by Mindful Horizons to the Client. By making payment for the Burnout Reset Programme, the Client confirms that they have read, understood and agree to be bound by the terms contained herein.

1. SERVICES

1.1 The Practitioner agrees to provide the Client with the Burnout Reset Programme, comprising six (6) individual therapeutic sessions, each of approximately two (2) hours in duration, delivered via Zoom video conferencing platform or such other platform as agreed in writing by both parties.

1.2 The programme incorporates an integrative therapeutic approach including, but not limited to, somatic therapy, clinical hypnotherapy, inner child healing, trauma processing and nervous system regulation work. The precise therapeutic modalities employed within each session shall be determined by the Practitioner in accordance with her professional clinical judgement and the individual needs of the Client.

1.3 Sessions shall be scheduled by mutual agreement between the Practitioner and the Client. The Practitioner shall use reasonable endeavours to accommodate the Client's scheduling requirements, subject always to the Practitioner's availability.

1.4 The Practitioner reserves the right to make reasonable amendments to session content, structure and sequencing in the interests of the Client's therapeutic progress.

2. FEES AND PAYMENT

2.1 The total fee for the Burnout Reset Programme is **£1,500.00 (one thousand five hundred pounds sterling)**, inclusive of all six sessions and any supporting materials provided during the programme.

2.2 Full payment of the programme fee is required prior to the commencement of the first session. No session shall take place until payment has been received and cleared in full.

2.3 Payment shall be made by the method specified on the order form provided to the Client at the time of enrolment. The Practitioner reserves the right to decline commencement of services until cleared funds have been confirmed.

2.4 All fees are quoted and payable in pounds sterling. The Client is responsible for any bank charges, currency conversion costs or transaction fees incurred in connection with payment.

3. CANCELLATION AND REFUND POLICY

Important Notice: The Client is advised to read this clause carefully before making payment. Payment constitutes acceptance of the cancellation and refund terms set out below.

3.1 Cancellation prior to Session 1: In the event that the Client wishes to cancel this Agreement after payment has been made but before the first session has taken place, the Client shall be entitled to a partial refund of the programme fee, subject to the deduction of an administration fee of **£150.00 (one hundred and fifty pounds sterling)**. The net refund payable shall therefore be **£1,350.00**. Any such cancellation must be submitted in writing to the Practitioner by email.

3.2 Cancellation on or after Session 1: Once the first session has commenced, no refund shall be payable under any circumstances. The Client expressly acknowledges that the programme fee is non-refundable from the point at which Session 1 begins, regardless of the reason for any subsequent cancellation, withdrawal or non-attendance.

3.3 Programme abandonment: In the event that the Client chooses not to complete the programme after Session 1 has taken place, all remaining sessions shall be forfeited and no refund or credit shall be due. The programme fee paid shall be retained in full by the Practitioner as compensation for the reservation of therapeutic time and the preparation undertaken.

3.4 Cancellation by the Practitioner: In the exceptional event that the Practitioner is required to cancel the programme prior to commencement for reasons beyond her reasonable control, the Client shall be entitled to a full refund of all fees paid. In the event that the Practitioner cancels after the programme has commenced, any sessions not yet delivered shall be rescheduled at a mutually convenient time. No monetary refund shall be applicable in such circumstances provided that rescheduled sessions are offered.

4. RESCHEDULING AND MISSED SESSIONS

4.1 Notice requirement: The Client must provide a minimum of twenty-four (24) hours' written notice by email or text message in the event that they are unable to attend a scheduled session and wish to reschedule. Notice received less than twenty-four (24) hours before the scheduled session start time shall not be considered sufficient notice for the purposes of this clause.

4.2 One complimentary reschedule: The Client is entitled to reschedule one (1) session within the programme period without penalty, provided that a minimum of twenty-four (24) hours' written notice has been given in accordance with clause 4.1 above. The rescheduled session must take place within the programme period unless otherwise agreed in writing by the Practitioner.

4.3 Further missed sessions: Any session missed without the requisite twenty-four (24) hours' notice, or any additional session (beyond the one complimentary reschedule provided under clause 4.2) that the Client is unable to attend for any reason, shall be deemed forfeited. The session shall be treated as having been delivered for the purposes of this Agreement and no refund, credit or replacement session shall be provided.

4.4 Rescheduling within programme period: Any rescheduled session that qualifies under clause 4.2 must be taken within the agreed programme period. If the Client is unable to reschedule within that period for reasons attributable to the Client, the session shall be forfeited without refund.

5. LATE ATTENDANCE

5.1 Sessions shall commence at the agreed scheduled time. The Practitioner shall wait for a period of fifteen (15) minutes from the scheduled start time for the Client to join the session.

5.2 In the event that the Client does not connect to the session within fifteen (15) minutes of the scheduled start time, the session shall be deemed to have been missed. The provisions of clause 4.3 shall apply accordingly, and the session shall be treated as forfeited without refund or replacement.

5.3 In the event that the Client connects to the session after the fifteen (15) minute period referenced in clause 5.2 but the Practitioner has not yet ended the session, the Practitioner may, at her absolute discretion, continue with the session for the remaining time. No extension of the session shall be provided to compensate for the late arrival, and the session shall conclude at its originally scheduled end time.

5.4 Technical difficulties attributable to the Client's equipment, internet connection or software shall not constitute

grounds for an extension or rescheduling of the session. The Client is responsible for ensuring that they have a stable internet connection and functioning equipment prior to each session.

6. CLIENT RESPONSIBILITIES

- 6.1 The Client agrees to attend each session in a private, quiet environment free from interruptions, distractions and other persons, in recognition of the sensitive and confidential nature of the therapeutic work.
- 6.2 The Client agrees to engage honestly and openly with the therapeutic process to the best of their ability and to communicate any concerns, discomfort or adverse reactions to the Practitioner promptly.
- 6.3 The Client acknowledges that the efficacy of the programme is dependent in part upon the Client's own engagement, commitment and willingness to participate fully in the therapeutic process. The Practitioner cannot guarantee specific outcomes.
- 6.4 The Client agrees not to attend any session under the influence of alcohol or recreational drugs. In the event that the Practitioner reasonably determines that the Client is not in a fit state to participate in a session, the Practitioner reserves the right to terminate or decline to commence that session. Such a session shall be treated as forfeited in accordance with clause 4.3.
- 6.5 The Client is responsible for disclosing to the Practitioner, prior to commencement of the programme, any relevant medical conditions, mental health diagnoses, current medications, or prior therapeutic history that may be relevant to the safe and effective delivery of services.

7. CONFIDENTIALITY

- 7.1 The Practitioner shall maintain strict confidentiality in respect of all information disclosed by the Client in the course of the therapeutic relationship, in accordance with the ethical guidelines of her professional bodies and applicable data protection legislation.
- 7.2 Confidentiality may be breached only in the following limited circumstances: (a) where the Client provides written consent to the disclosure; (b) where the Practitioner is required to disclose information by law or by order of a court of competent jurisdiction; or (c) where the Practitioner reasonably believes that there is a serious and imminent risk of harm to the Client or to another identifiable person.
- 7.3 The Client agrees that the Practitioner may use anonymised case material for the purposes of professional supervision, training or continuing professional development, provided always that no personally identifying information is disclosed.

8. LIMITATION OF LIABILITY

- 8.1 The Practitioner shall provide services with reasonable care and skill. The Practitioner does not, however, guarantee any specific therapeutic outcome, result or improvement in the Client's condition. Individual results will vary depending on a range of factors personal to the Client.
- 8.2 The services provided under this Agreement are complementary in nature and do not constitute medical advice, diagnosis or treatment. The Client is advised to continue working with any treating medical or mental health professionals during the programme and to seek medical advice in respect of any medical concerns.
- 8.3 The Practitioner's total liability to the Client under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total fees paid by the Client under this Agreement.
- 8.4 Nothing in this Agreement shall limit or exclude the Practitioner's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

9. INTELLECTUAL PROPERTY

- 9.1 All materials, audio recordings, written resources, frameworks, methodologies and content provided to the Client during the programme are the exclusive intellectual property of Mindful Horizons. The Client is granted a personal, non-transferable licence to use such materials for their own private therapeutic purposes only.
- 9.2 The Client may not reproduce, distribute, sell, share, publish or otherwise disseminate any materials provided as part of the programme without the prior written consent of the Practitioner. This prohibition applies whether or

not the Client is charged for such distribution.

10. DATA PROTECTION

10.1 The Practitioner shall process the Client's personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The Client's personal data will be collected and processed for the purposes of delivering therapeutic services, maintaining appropriate clinical records, and complying with professional and legal obligations.

10.2 The Client has the right to access, rectify or request deletion of their personal data, subject to the Practitioner's obligations to retain records in accordance with professional guidelines and applicable law. Requests should be submitted in writing to the Practitioner by email.

11. TERMINATION BY THE PRACTITIONER

11.1 The Practitioner reserves the right to terminate this Agreement with immediate effect in the event that: (a) the Client behaves in a manner that is abusive, threatening or otherwise inappropriate toward the Practitioner; (b) the Client is in material breach of any term of this Agreement; or (c) the Practitioner reasonably determines that continuing the therapeutic relationship would not be in the Client's clinical best interests.

11.2 In the event of termination under clause 11.1, a pro-rata refund shall be calculated in respect of any undelivered sessions, less any reasonable costs incurred by the Practitioner in connection with the programme.

12. GENERAL PROVISIONS

12.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, representations and understandings, whether written or oral.

12.2 **Amendments:** No amendment to this Agreement shall be effective unless made in writing and signed by both parties.

12.3 **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it enforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

12.4 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12.5 **Notices:** Any notice required under this Agreement shall be delivered in writing by email to the address provided by each party at the time of enrolment. Notices shall be deemed received upon confirmation of delivery.

13. SIGNATURES

By signing below, both parties confirm that they have read and understood this Agreement in its entirety and agree to be bound by its terms and conditions.

Service Provider

Signature:

Full name: Ewa Kalinowska

Trading as: Mindful Horizons

Date:

Client

Signature:

Full name:

Date:

Mindful Horizons · Windsor, United Kingdom · mindfulhorizons.podia.com

This document has been prepared for use by Mindful Horizons. It is recommended that this Agreement be reviewed periodically and updated in line with any changes to applicable law or professional practice standards. This document does not constitute legal advice. For complex legal matters, the services of a qualified solicitor are recommended.