

ARK HEALING TERMS AND CONDITIONS

We, Ark Healing, ask that you take the time to read these Terms and Conditions carefully.

By using Ark Healing Services and Products, you'll be confirming that you have read and agree to these Terms and Conditions. These Terms and Conditions may change from time to time and, if they do, the most recent version will be available on the Ark Healing website.

Ark Healing owns and operates this website. If you do not accept the Terms and Conditions of Ark Healing, you must discontinue using our Services and Products.

Ark Healing may revise this Agreement at any time by updating this website and related, linked sites. Use of the website, Products & Services after such changes are posted will indicate your agreement to these revised Terms and Conditions. You should visit this page periodically to review this Agreement.

Linked sites

The following list of sites are used by Ark Healing; by using any of these sites you agree to their Terms and Conditions of use:

Acuity Scheduling for appointment scheduling

Stripe for card payments (we do not keep client card details)

MailChimp for marketing (opt-in only)

Etsy for Product sales

Skype and Zoom for online sessions.

Google for online classes.

1. Ownership of Material & Intellectual Property Rights

1.1) All materials displayed or otherwise accessible through this website, including, without limitation, articles, text, photographs, images, videos, illustrations and the website itself, are protected under the law of England and Wales and foreign copyright or other laws, and are owned by Ark Healing.

1.2) Any use, reproduction, modification, alteration, public performance or display, uploading or posting onto the internet (including placing on another website), transmission, redistribution or other exploitation of this website or of any content, whether in whole or in part, other than expressly set out herein, is prohibited without the express written permission of Ark Healing.

2. Disclaimer

This website and all content is provided on an 'as is' basis. By accessing and using this website you acknowledge and agree that use of this website and the content is entirely at your own risk.

1 General

Ark Healing makes no representations nor warranties regarding this website and the content, including, without limitation, no representation or warranty:

- that this website and/or content will be complete, accurate, reliable, suitable or timely;
- that any content, including, without limitation, any information, data, product or service contained in or made available through this website will be of merchantable quality or fit for a particular purpose;
- that the operation of this website will be uninterrupted or error free;
- that defects or errors in this website will be corrected;
- that this website will be free from viruses or harmful components; and
- that communications to or from this website will be secure or not intercepted.

2 Healing and Spiritual Education Information & Services

2.1) Ark Healing provides healing and spiritual education information for use as information or for educational purposes. We do not warrant that information we provide will meet the health, healing or spiritual educational requirements of any individual person or group. The information and materials on this website may not reflect the most current healing and spiritual developments.

2.2) Ark Healing does not provide medical or psychological advice in relation to any individual case or patient, nor does it provide medical or diagnostic services. Neither the videos or information and materials made available to you through the provision of our services are offering medical advice.

If you require medical advice, you should contact a suitably qualified medical professional. Ark Healing Services are not to be used as a substitute for medical care. By partaking in Ark Healing Services, you confirm that you are physically, emotionally, mentally fit/able/strong enough to have those sessions. You understand that if you are unable to do so, you will seek appropriate professional services, if necessary, and discontinue the training/healing sessions until such point where you can join again. If you have a health condition, you will consult your doctor/therapist before attempting to enrol in Ark Healing events/healing sessions.

2.3) If you are a medical or health professional, you are encouraged to use Ark Healing for general information and educational purposes only. You should not rely on material included on Ark Healing website and we do not accept any responsibility if you do.

2.4) Ark Healing relies on third parties to provide its online videos, webinars and associated materials. Ark Healing does not confirm the accuracy of any information contained in any online

webinar, videos or associated notes or transcripts, or any other information provided as part of our online training services.

2.5) Ark Healing disclaims any liability for direct, indirect or consequential loss arising in connection with the use of the contents of this website (including any healing and spiritual education information) or reliance on those contents by any person or organisation, whether in its original form or altered in some way by the user.

2.6) Ark Healing gives no warranties nor does Ark Healing make any representation in respect of the contents of this website (including any healing and spiritual education information).

3. Limitation of Liability

(A) To the extent permitted by law Ark Healing aggregate liability to you, whether for breach of these Terms or in negligence or in any other tort or for any other common law or statutory cause of action arising in relation to these Terms, the site or the content is limited to the following, the choice of which is at Ark Healing sole discretion:

- In the case of Products, any one or more of the following:
 - the replacement of the Products or the supply of equivalent Products;
 - the repair of the Products;
 - the payment of the cost of replacing the Products or of acquiring equivalent Products; or
 - the payment of the cost of having the Products repaired; or
- in the case of Services:
 - the supply of the Services again; or
 - the payment of the cost of having the Services supplied again.

(B) To the extent permitted by law Ark Healing will not be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use the site and the content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage. Our liability in respect of all and any claims, damages or losses arising in respect of the goods and/or services provided by us or arising in connection with any attendance at your premises or attendance at any property by one of our healers shall be limited in accordance with our insurance cover. In the event of any uninsured claims, damages or losses our liability shall be limited to the value of the goods and/or services to which the claim, damages or loss relates.

(C) Ark Healing will have no liability and is not obliged to waive the online tuition fee if you cannot access the online course due to firewalls, other hardware or software issues within your

organisation or failure of any system by you. It is your responsibility to check that the link works on your system.

(D) Ark Healing reserves the right to vary or cancel a course where the occasion necessitates and accepts no liability if, for whatever reason, the course does not take place.

(E) If a jurisdiction does not allow the exclusion or limitation of liability in accordance with paragraph (A), (B), (C), (D) or (E) but allows a limitation of a certain maximum extent then our liability is limited to that extent.

Ark Healing expressly disclaims any and all liability for the acts, omissions or conduct of any third-party user of this website or any advertiser or sponsor of the website. Under no circumstances shall Ark Healing and its officers, employees, agents licensors, be liable for any injury, loss, damage (including special, indirect, incidental or consequential damages) or expense arising in any manner whatsoever from:

- the acts, omissions or conduct of any third-party user; and
- any use or inability to use any materials, software, content, goods or services located at or made available at any web site linked to or from this website.

If you decide to access or use any linked web site or content, materials, software, goods or services from a web site linked to this website, you do so entirely at your own risk.

You hereby release Ark Healing and its officers, employees, agents and their respective successors and assigns, from any damages that you incur, and agree not to assert any claims against them, arising from your purchase or use of any products or services made available through this website or by third parties through this website.

4. Force Majeure Event

4.1) Ark Healing will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

4.2) A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- strikes, lock-outs or other industrial action; or
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or

- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- impossibility of the use of public or private telecommunications networks.

4.3) Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

5. Links, Downloads, Features and Advertisements

This website contains links to third-party web sites. These links are provided solely as a convenience to you and not as an endorsement by Ark Healing of the contents of such third-party web sites.

5.1) We take no responsibility for the accuracy, content, or any aspect of that material, and disclaim any liability to you for such material or for any consequence of your decision to use the links provided or your use of such material. We also disclaim all liability and make no representations or warranties for any products or services sold or provided to you by any third party. Your purchase of products or services through one of those other sites is subject to agreements and/or the terms and conditions in effect between you and the providers of products and services at those other sites. You agree that you shall not bring a claim against Ark Healing or any of our affiliates arising from or based on your purchase or use of products or services through those other sites. Links do not imply that Ark Healing or any of our affiliates sponsors, endorses, is affiliated or associated with, or is legally authorised to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any linked site is authorised to use any trademark, trade name, logo, or copyright symbol of Ark Healing or any of our affiliates.

5.2) Ark Healing is not responsible for the content of any third-party web site, nor does it make any representation or warranty of any kind regarding any third-party web site including, without limitation

- any representation or warranty regarding the legality, accuracy, reliability, completeness, timeliness, suitability of any content on any third-party web site;
- any representation or warranty regarding the merchantability or fitness for a particular purpose of any material, content, software, goods or services located at or made available through such third-party web sites; or
- any representation or warranty that the operation of the third-party web sites will be uninterrupted or error free, that defects or errors in such third-party websites will be

corrected or that such third-party websites will be free from viruses or other harmful components.

5.3) While Ark Healing encourages links to this website, it does not wish to be linked to or from any third-party web site which:

- contains, posts or transmits any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of com or which contains, posts or transmits any material or information of any kind which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or
- contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy, or which is protected by copyright, trademark or other proprietary rights. Ark Healing reserves the right to prohibit or refuse to accept any link to this website, including, without limitation, any link which contains or makes available any content or information of the aforementioned nature, at any time. You agree to remove any link you may have to this website upon the request of Ark Healing.

6. Indemnity

You agree to indemnify, defend and hold harmless Ark Healing and its officers, directors, employees, agents, licensors and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs or expenses whatsoever, including, without limitation, legal fees and disbursements resulting directly or indirectly from:

- your breach of any of the Terms and Conditions of this Agreement;
- your access, use or inability to access or use Ark Healing website or any Ark Healing website content or other content to which Ark Healing website is or may be linked to from time to time;
- your use of, reliance on, publication, communication or distribution, uploading or downloading of anything on or from the com website; and/or
- your violation of any law or regulation.

7. Registration and Use of Passwords

7.1) To access particular pages and features of this website or related pages/links, you may be asked to register with Ark Healing. You agree:

- that Ark Healing reserves the right to refuse registration access to any individual or organisation at any time
- to provide true, accurate, current and complete information about yourself as prompted by any form provided by Ark Healing and
- to maintain and promptly update the information you provide to keep it true, accurate, current and complete.

7.2) If Ark Healing has reasonable grounds to suspect that such information is misleading, inaccurate, not current or incomplete, Ark Healing has the right to suspend or terminate your access to and use of this website or its related pages/links. Ark Healing use of any personally identifying information you provide as part of the registration process is governed by the Terms of Ark Healing.

8. Privacy Policy

8.1) To access particular pages of this website or related pages/links, you may need to use a username and password, which you will receive through our website/appointment registration process. It is your responsibility to maintain the confidentiality of the password and account, and you are responsible for all activities that occur using your password or account. You agree to notify Ark Healing immediately of any unauthorised use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session.

8.2) Ark Healing cannot and will not be liable for any loss or damage arising from your failure or Ark Healing failure to protect your password or account information.

9. Security of Information on the Internet

You should note that information sent or received over the Internet is generally unsecure and Ark Healing cannot and does not make any representation or warranty concerning security of any communication to or from this website or any representation or warranty regarding the interception by third parties of personal or other information.

10. Governing Law and Jurisdiction

10.1) Any dispute or claim arising out of or in connection with the use of Ark Healing (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

10.2) By using Ark Healing, you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

11. Business Terms and Conditions

11.1) **Estimates** are provided verbally either at the time of booking the appointment or during the session itself. Written estimates are available on request. All estimates given are only approximate, and the final fee could be higher or lower than this estimate depending on session duration, travel duration and materials used during the session. We will endeavour to contact you as soon as we have reason to believe that the costs could be significantly higher than the estimate and estimates are mainly provided for services not held at Ark Healing's regular sites of operation (for example for hospital visits, house clearing visits, home visits for clients wishing total anonymity, business visits etc). For regular visits, which can be booked through the website, a fixed fee/quote is available through the website booking system.

11.2) All prices for goods and some services are subject to **VAT** at the applicable rate (currently 20% for standard-rated items). Prices for goods are as marked or notified at the point of purchase. A full fee breakdown will appear on your invoice.

Fees for services include our professional fees in respect of the healing services provided along with the cost of any products, goods, hire of locations, travel expenses & materials used in the provision of the services. Professional fees vary according to the time spent on a healing session, and the level of expertise required of the staff.

11.3) **Payments**. You must pay for all goods at the point of purchase.

You must pay for all services as they are received or at the time of booking. You will be advised exactly when payments are due depending upon the nature of the services that we provide to you but you should expect to make payments before each session. Payment is accepted by cash, debit/credit card, or BACS transfer. If you become unable to pay your account according to the standard terms, this must be discussed with Ark Healing as soon as possible.

In the absence of any other arrangement agreed with Ark Healing, accounts not settled within our standard terms will be subject to a late payment interest charge of 8% above the Bank of England base rate accruing from the date payment should have been received until final settlement. In the case of commercial work interest and charges shall be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

If you do not pay your invoice when it falls due we shall take such action as we consider appropriate to recover our fees which may include engaging third party debt collection agencies to recover the outstanding fees and/or instigating proceedings against you in the county court. In such cases, any costs levied by the debt collection agency and/or county court will be added on to the outstanding balance owed by you and/or we will seek to recover any legal expenses from you. Please note that the use of debt collection agencies and the county court could affect your future credit rating.

We shall be entitled to suspend the provision of any further goods and/or services until you have paid any outstanding sums in full. Where we consider it appropriate to do so we may require payment on account before goods and/or services are provided.

11.4) Client and healing records, and other such similar documents (including, but not limited to research write-ups & healing drawings), are and shall remain the property of Ark Healing. Copies of healing records only (not including research, drawings or similar documents) may be passed to another professional on request and only upon the client duly signing a release form, naming the professional of choice.

We never discuss or sell confidential records to any third party other than if you move healers or are referred to another professional.

11.5) Data protection

When you register with our healing practice or request that we provide healing services we will collect personal data about you. We will only collect data that we need to perform the services, take payment or contact you such as names, contact details and possibly some financial details. Please note that we may pass your details to debt collection agencies or our legal advisers for the purpose of recovering unpaid fees if you do not pay invoices when they fall due. We comply with the Data Protection Act 1998 and will take reasonable precautions to ensure that your data is kept securely, used appropriately and is not shared with third parties except as required for the purposes outlined above.

11.6) Complaints. We pride ourselves on offering a quality service, and take customer complaints seriously. Should we not meet your expectations on any aspect of our service, please let us know at the time where possible.

Alternatively, should you wish to raise a formal complaint, we ask that you contact Ark Healing in person, by telephone or in writing within three months of the complaint event. N. Declunder will then investigate your complaint. If you are not happy with the outcome of the investigation, we recommend that you refer your complaint for external mediation within three months of the outcome of the investigation.

11.7) Home visits. In most cases you will receive better treatment if the healing session is held at a site which has been specifically set up for healing; where we have the equipment, facilities and staff necessary to welcome & support you. However, there are some cases (such as but not exclusively for land clearing work) when it may be preferable to provide treatment at your home or

hospital or other site. We endeavour to come out to you at your convenience but we ask that you email Ark Healing well in advance so we can arrange this around other duties. There is an additional charge for a home visit. You will be provided with an estimate of fees when you enquire to book a visit. In the case of land clearing work, you may be requested to book a session with Ark Healing to discuss the land clearing in more detail before an estimate will be or can be provided.

11.8) **Cancellation Policy.** We ask the courtesy of arriving promptly at your appointment time. Scheduling is booked in advance and arranged specifically for you. Arriving late may shorten your allotted treatment time in order to accommodate following appointments after your session. If you are unable to make your appointment, our cancellation policy requires at least 24 hours advance notice without being fully charged for the appointment. Cancelling a session will still make you liable for the cost of the room hire as this part of the session is non-refundable. Likewise, if we need to cancel, we will give you the same courtesy of 24 hours advance notice as well as a full refund of your appointment. In the event of a true emergency as determined by the therapist, the fee for the session will be waived (apart from the room hire fee) and in case of a true emergency on our part, the full fee will be waived equally.