# X-HAIL TERMS AND CONDITIONS

## **BOOKINGS**

Please be aware once you have booked and paid for your X-Hail session(s), your local provider is under no obligation to provide refunds (see REFUNDS below).

# **CHANGING TIMES AND VENUES**

If your local provider needs to amend your session time or the venue at which your class is held they will endeavour to provide you with a minimum of 7 day's notice. Where the start time is altered by less than 30minutes and/or the venue is located within a 1-mile radius of original planned venue, no refunds will be offered.

#### **TAKING PAYMENT**

Please refer to your local provider for payment method. Payment is required in advance of your 1st session.

## REFUNDS AND CANCELLATIONS

Your local provider is under no obligation to refund or transfer your money in the event that you are unable to attend part of or the entire booking. They are not obliged to guarantee an alternative session for missed sessions (unless this is due to them cancelling class).

If your doctor or health visitor provider requests that you cease attending classes due to medical reasons, on production of a medical certificate you will be refunded the remaining classes of the booking.

## VIDEO AND PHOTOGRAPHY

We have a no photography policy in sessions to protect the privacy of our clients.

X-Hail UK forbid the right to film, reproduce or share any part of our lessons in any form (i.e. you-tube, internet sites, DVDs, photography etc) and anyone suspected of continually filming, observing or photographing the lessons for this purpose will be asked to leave the session/course.

All X-Hail logos and material are copyright of X-Hail Ltd(which is a registered trade mark). Your local provider has been granted the exclusive license to own and operate sessions under this mark by X-Hail UK.

#### **VALUABLES**

All property taken to any sessions is left at your own risk. Neither X-Hail UK nor your local provider accepts responsibility for the loss or damage of any personal possessions before, during or after sessions.

# WITHDRAWAL OF SERVICE

Your local X-Hail provider may at their own discretion refuse entry to a client onto its courses.

# **HEALTH AND SAFETY/HOUSEKEEPING**

Whilst you are waiting for your sessions please keep noise to a minimum so that all sessions can take place in a calm atmosphere. Do not enter the studio whilst the current class is in progress; please wait to be invited in by your instructor.

Please be respectful of other clients in your class by ensuring that any personal belongings are neatly stored at the side of the room so that they are not a trip hazard and please make sure your mobile phone is on silent.

Please ensure your local provider is aware of your contact number or emergency contact number changes. They can only notify you in the event of a cancelled class, if they have up- to-date contact information for you.

**CANCELLED SESSIONS – Illness or Bad Weather** 

Your local provider will endeavour to ensure your scheduled session always runs. However, from time to time unforeseen circumstances will prevent this. They will ALWAYS attempt to make contact with you if class is cancelled, either via phone, text or email. Please ensure you always check your phone prior to leaving for your session.

If your session instructor has deemed the weather fit to travel and has still run the session but you personally have decided not to attend then no refund will be given if the session was run.

# **EXCLUSION OF LIABILITY**

In the absence of any proven negligence, lack of due diligence or breach of duty by the instructor, X-Hail UK, its licensees/local providers or employees, participation is done so entirely at your own risk.

#### **MEDICAL CONDITIONS**

Meditation is generally considered a safe practice, but it is vital that you inform your instructor of any medical conditions or medication which might affect your session. All information is treated sensitively and in confidence.

Medical Conditions that may affect participation in class:

Physical Injury including but not limited to: Head/Neck/Shoulder/Back/Knee/Spinal Injury

High/Low Blood Pressure

Seizures/Epilepsy

Asthma/Breathing Conditions

Mental Health Conditions including but not limited to: PTSD/Bi-Polar/Depression

Suicidal Feelings

Sensitivity to smell/essential oils

Please take advice from a medical professional before participating in class if you have any of the conditions listed above.

\*\*\*Please note that certain medications may present a contraindication regarding the use of essential oils in class. Please notify your instructor prior to starting class if you are on any medications so that the instructor can check sensitivity and adjust the essential oils used as appropriate.\*\*\*

It is your responsibility to keep your instructor up to date with any conditions you may have and advise them of any new conditions or complications.

In the absence of any proven negligence, lack of due diligence or breach of duty by the instructor, X-Hail UK, its licensees/local providers or employees, X-Hail UK and your local provider accept no responsibility for adverse physical or emotional effects, or changes to your condition sustained as a result of participation in X-Hail sessions or from employing our techniques outside of the session setting.

# **COMPLAINTS**

Your local provider operates their own business under license as granted by X-Hail UK.

X-Hail UK operates the business and systems within the UK related to the copy right for all methods and marks (as owned by X-Hail Ltd) and provide IPHM approved training. X-Hail UK assess quality prior to accrediting each instructor and carry out an annual checks to ensure each instructor operates with the correct insurances in place.

X-Hail UK cannot be held responsible for changes to local provisions, timetables, management of payments or the direct actions of your local instructor and provider.

Any queries, concerns of complaints should therefore be directed to your local provider in the first instance. In the event you feel you are not receiving the response you require, please write to Charlotte Collins, Founder X-Hail UK, 42 Sandy Lane, Lymm WA139HQ.

# X-HAIL SESSION PARTICIPANT DECLARATION

- ~I hereby agree to the following:
- 1. I am participating in classes or services during which I will receive information and instruction about meditation. I recognise that I may also choose to do physical movement, such as sitting, standing, walking/moving meditation. I represent and warrant that I have no physical or mental health condition that would prevent my safe participation in meditation classes.
- 2. In consideration of being permitted to participate in the meditation classes, I agree to assume full responsibility for any risks, injuries or damages, known and unknown, which I might incur as a result of participating in the program.
- 3. In further consideration of being permitted to participate in the meditation classes, I knowingly, voluntarily, and expressly waive any claim I may have against representative of X-Hail UK, the class instructor, the owner, or the leaseholder of the building for injuries or damages that I may sustain as a result of participating in classes or workshops.

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

If under 18 please provide also parent/guardian name and signature.

| Printed Name:   |
|---|
| Signature:  |
| Date:   |
| I give permission for X-Hail UK and local instructor to take, record and use images/video of sessions that I may be participating in YES/NO |
| I give permission for X-Hail UK and local instructor to use these images/video for marketing and promotion purposes YES/NO                  |
| I give permission for X-Hail UK and my local instructor to email me to let me know about offers/events/retreats/training YES/NO             |
| If YES please provide your email address below:   |
|   |