



# Holistic Reflections Legal Information & Terms and Conditions

**Please read all these terms and conditions**

## **Disclaimer:**

Rebecca (Beccy) Smith, Val Bell and/or Holistic Reflections and their representatives are not Veterinary Surgeons.

If you believe your animal is sick, injured and/or suffering in any way please contact your Vet immediately.

Any advice given Beccy, Val or by Holistic Reflections/our representatives is not intended to replace advice given by a vet. We do not prescribe or diagnose, however we will where appropriate offer opinion and advise you to seek veterinary advice for diagnosis.

We do not diagnose disease or injury in animals or carry out any other actions that form the legal definition of 'Veterinary Surgery' as it is so defined under The Veterinary Surgeons Act 1966. We can however treat animals as defined under 2F(1):

## **The Veterinary Surgeons Act 1966**

### 2F. Treatment of Animals by Non-Veterinary Surgeons

1. The Veterinary Surgeons Act 1966 (Section 19) provides, subject to a number of exceptions, that only registered members of the Royal College of Veterinary Surgeons may practice veterinary surgery. 'Veterinary surgery' is defined within the Act as encompassing the 'art and science of veterinary surgery and medicine' which includes the diagnosis of diseases and injuries in animals, tests performed on animals for diagnostic purposes, advice based upon a diagnosis and surgical operations which may not necessarily form part of a treatment. These restrictions are in the interests of ensuring that animals are treated only by people qualified to do so.

2. A veterinary surgeon must be aware of the exceptions *which allow non-veterinary surgeons to treat animals, in particular:*

Veterinary students

Veterinary nurses

Farriers

Physiotherapists, osteopaths and chiropractors

Other complementary therapists

Faith healing

Animal behaviourism

Holistic Reflections fall under 'other complementary therapists'.

## **The Animal Welfare Act 2006**

Not only is it against the law to be cruel to an animal, you must also ensure that all the welfare needs of your animals are met.

What does the Animal Welfare Act do?

It makes owners and keepers responsible for ensuring that the welfare needs of their animals are met. These include the need:

For a suitable environment (place to live)

For a suitable diet

To exhibit normal behaviour patterns

To be housed with, or apart from, other animals (if applicable)

To be protected from pain, injury, suffering and disease

Anyone who is cruel to an animal, or does not provide for its welfare needs, may be banned from owning animals, fined up to £20,000 and/or sent to prison.

## **Contact Details**

Rebecca (Beccy) Smith trading as Holistic Reflections

Postal address: Yewcroft, Wilton, Egremont, Cumbria, CA22 2PJ. Tel: 01946 825913 / 07766 772245 (main contact number).

Email: [beccy\(at\)holisticreflections.co.uk](mailto:beccy@holisticreflections.co.uk)

## **Opening times**

For Holistic Reflections opening times please see our website [www.holisticreflections.co.uk](http://www.holisticreflections.co.uk).

## **Prices and services**

For current service prices visit our services page on our website

## **Consult or demo booking policy**

At the time of booking, please provide full contact details including your email address, your billing address, the location of the consult, e.g. your home, your pets location or your horses yard address (if applicable), contact telephone numbers and email address. If the consult location cannot be found by typical sat nav, please also provide additional instructions to locate the place of consult.

**New clients may be required to pay fees in advance of their consult. Invoices are sent electronically by email and are required to be paid upon receipt. If you do not have access to an email address please inform us when you book your service. You may pay cash however, BACS transfers are preferred. PayPal invoices may be provided upon request.**

## **Cancellation Policy**

Failure to show in order for Services to be delivered at customers appointment time will result in the customer being charged the full Order amount and no refund will be provided if pre-payment for their Order has been taken.

Clients cancelling less than 48 hours and more than 24 hours before their appointment time will be charged 25% of their total Order and will be partially refunded if pre-payment has been taken for their Order.

Client cancelling within 24 hours of their appointment time will be charged 50% of their Order total and will be partially refunded if pre-payment has been taken.

Clients who cancel more than 48 hours of their appointment time will not be charged and will be fully refunded if prepayment has been taken for their Order.

## **Declaration of Service**

Permission must be confirmed in writing before healing or therapy can be given to an animal. Once confirmed in writing by the owner or guardian of the animal, a record of the healing or therapy will be kept with the animal's card along with this signed form.

**Please download a declaration of service/healing/therapy form our downloads page on our website, complete and return a copy by email to [info@holisticreflections.co.uk](mailto:info@holisticreflections.co.uk) , by photo text to Beccy at 07766 772245 or via Facebook messenger (via our Page Holistic Reflections).**

## Holistic Equine Copyright notice

This website and its content and all media published by Holistic Reflections are copyright of Holistic Reflections – © Holistic Reflections 2018. All rights reserved.

## Terms And Conditions Of Sale Of Goods And Services

### Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 01946 825913.

### Application

1. These Terms and Conditions will apply to the purchase of the Goods or Services by you (the **Customer** or **you**) from Rebecca Smith or representatives of Holistic Reflections, Egremont Cumbria, CA222PJ with email address info@holisticreflections.co.uk; telephone number 01946825913 (the **Supplier** or **us** or **we**).
2. These are the Terms on which we sell all Goods and Services to you. By ordering any of the Goods or Services, you agree to be bound by these Terms and Conditions.

### Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the sale and purchase of the Goods;
5. **Delivery Location** means the Supplier's premises or other location where the Goods or Services are to be supplied, as set out in the Order;
6. **Goods** means any goods that we supply to you, of the number and description as set out in the Order;
7. **Order** means the Customer's order for the Goods from the Supplier as set out in the Customer's

order or in the Customer's written acceptance of the Supplier's quotation.

## **Goods and Services**

8. The description of the Goods and Services is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in colour or size or delivery of the Service.
9. In the case of Goods or Services made to your special requirements, it is your responsibility to ensure that any information you provide is accurate.

## **Basis of Sale**

10. The description of the Goods or Services in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Goods or Services.
11. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
12. A Contract will be formed for the Goods or Services ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or if earlier, the Supplier's delivery of the Goods to the Customer.
13. Any quotation is valid for a maximum period of 1 day from its date, unless we expressly withdraw it at an earlier time.
14. No variation of the Contract, whether about description of the Goods or Services, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
15. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

## Price and Payment

16. The price of the Goods or Services and any additional delivery or other charges for the Goods or Services, and the total price of them and the charges, is that set out in our price list current at the date we accepted the Order or such other price as we may agree in writing.
17. Prices and charges include VAT at the rate applicable at the time of the Order.
18. Payment for Goods must be made at least 1 day in advance of delivery. You must pay in cash, bank transfer or by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.
19. Payment for Services may be requested for at least 1 day in advance of delivery of the Service. You must pay in cash, bank transfer or by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services. We may issue an invoice after delivery of the service and for immediate payment. The payment terms will be listed on the invoice as 0 (zero) days.
20. Travel to customers for delivery of services is charged at £10/hour return from CA22 2PJ

## Delivery

21. We will deliver the Goods to the Delivery Location by the time or within the period agreed, or failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.
22. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
  - a. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or if you told us before the Contract was made that delivery on time was essential; or
  - b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
23. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
24. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them or allow us to collect them from you and we will pay the costs of this.

25. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.
26. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
27. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
28. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
29. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

## **Risk and Title**

30. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.
31. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

## **Withdrawal**

32. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

## **Conformity**

33. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
34. Upon delivery, the Goods will:
  - a. be of satisfactory quality
  - b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and

c. conform to their description.

35. It is not a failure to conform if the failure has its origin in your materials.

### **Circumstances beyond the control of either party**

36. In the event of any failure by a party because of something beyond its reasonable control:

a. the party will advise the other party as soon as reasonably practicable; and

b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

### **Privacy**

37. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

38. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found on our website or by email when Service appointments and Orders are confirmed.

39. For the purposes of these Terms and Conditions:

a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.

b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.

c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

40. We are a Data Controller of the Personal Data we Process in providing the Goods to you.

41. Where you supply Personal Data to us so we can provide Goods and Services to you, and we Process that Personal Data in the course of providing the Goods and Services to you, we will comply with our obligations imposed by the Data Protection Laws:

a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

b. we will only Process Personal Data for the purposes identified;

c. we will respect your rights in relation to your Personal Data; and

d. we will implement technical and organisational measures to ensure your Personal Data is

secure.

42. For any enquiries or complaints regarding data privacy, you can contact proprietor Rebecca Smith at the following e-mail address: [beccy@holisticreflections.co.uk](mailto:beccy@holisticreflections.co.uk).

## **Excluding liability**

43. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession).

## **Governing law, jurisdiction and complaints**

44. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

45. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

46. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us directly. We will aim to respond with an appropriate solution within 5 days

47. We aim to follow these codes of conduct, copies of which you can obtain as follows: Declaration of Ethics IAEP available from

#trimsFullStop(<http://nebula.wsimg.com/5a4f9ce9975ae6a7275347efcfdc918f?AccessKeyId=BE4EEC656B382FD28FA&disposition=0&alloworigin=1>)

## **Cancellation of Services**

48. Failure to show in order for Services to be delivered at customers appointment time will result in the customer being charged the full Order amount. and no refund will be provided if pre-payment for their Order has been taken.

49. Clients cancelling less than 48 hours and more than 24 hours before their appointment time will be charged 25% of their total Order and will be partially refunded if pre-payment has been taken for their Order.

50. Client cancelling within 24 hours of their appointment time will be charged 50% of their Order total and will be partially refunded if pre-payment has been taken.

51. Clients who cancel more than 48 hours of their appointment time will not be charged and will be fully refunded if prepayment has been taken for their Order.

### **Animals currently under veterinary advice**

52. Please provide information regarding animals receiving veterinary medication or cared for under veterinary advice. This information includes veterinary medication, recommendation, diagnosis, prognosis and advice; whether you are following this advice or not.

### **Provision of appropriate working conditions**

53. To allow for provision of services and for the safety and welfare of clients; their animals and Holistic Reflections and their representatives, clients must ensure appropriate working environment is provided such as:

- the owner or appropriate handler if the owner is not available present at all times holding the animal
- level, firm, clean, dry, and well-lit area to work in
- sufficient working space free from hazards
- sufficient time allowed to complete the service
- presentation of a properly prepared animal

### **Preparation of animals**

54. In addition to 53 above, to allow for provision of services and for the safety and welfare of clients; their animals and Holistic Reflections and their representatives; clients must ensure appropriate preparation of their animals prior to consultation. As such, at the time of their appointment, clients animals should be:

- appropriately trained in preparation for the consult or service
- presented clean and dry
- should not be unduly stressed, hungry or thirsty

55. Holistic Reflections and their representatives reserve the right to refuse to provide services if conditions are deemed unsuitable or dangerous and clients may be charged the full consult fees if terms and conditions are not adhered to at any time during the consult or provision of service.

# Website Terms and Conditions of Use

## Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Rebecca Smith, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Rebecca Smith and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Rebecca Smith and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

## Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of Rebecca Smith, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
2. You may, for your own personal, non-commercial use only, do the following:
  - a. retrieve, display and view the Content on a computer screen
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Rebecca Smith.

## Prohibited use

4. You may not use the Website for any of the following purposes:
  - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

- b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

## **Links to other websites**

- 5. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Rebecca Smith or that of our affiliates.
- 6. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 7. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## **Privacy Policy and Cookies Policy**

- 8. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the Privacy Policy and Cookies Policy, please click on the following:

[https://docs.wixstatic.com/ugd/7e3998\\_64f04964432f40d391099a56fe97c8fb.pdf](https://docs.wixstatic.com/ugd/7e3998_64f04964432f40d391099a56fe97c8fb.pdf)

## **Availability of the Website and disclaimers**

- 9. Any online facilities, tools, services or information that Rebecca Smith makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Rebecca Smith is under no obligation to update information on the Website.
- 10. Whilst Rebecca Smith uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 11. Rebecca Smith accepts no liability for any disruption or non-availability of the Website.
- 12. Rebecca Smith reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

13. Rebecca Smith or her representatives do not diagnose medical or veterinary conditions. Any information provided on the website does not constitute a diagnosis. The information provided on the website does not replace veterinary or medical advice. If you have any concerns about your health, please consult a suitably qualified health professional or medical doctor. If you are concerned about the health of your animal, please consult a veterinary surgeon or suitably qualified person.

## **Limitation of liability**

14. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

15. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

16. To the maximum extent permitted by law, Rebecca Smith accepts no liability for any of the following:

- a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

## **General**

17. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

18. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

19. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

20. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

21. If any court or competent authority finds that any provision of these terms and conditions (or part

of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

22. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

23. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

### **Rebecca Smith details**

24. Rebecca Smith of Holistic Reflections, Yewcroft, Wilton, Cumbria, CA222PJ operates the Website [www.holisticreflections.co.uk](http://www.holisticreflections.co.uk).

You can contact Rebecca Smith by email on [beccy@holisticreflections.co.uk](mailto:beccy@holisticreflections.co.uk).

### **Attribution**

25. These terms and conditions were created using a document from Rocket Lawyer (<https://www.rocketlawyer.co.uk>).