

Holistic Transformation Center

CLIENT TERMS AND CONDITIONS

Please read these terms and conditions which apply to the provision of my professional services. By making an appointment, you are agreeing to the following terms and conditions. If you are unable or unwilling to agree to these terms and conditions, then you should not book an appointment or continue with your course of this program.

FREE INITIAL CONSULTATION

You may be offered a free 15 minute online initial consultation. No actual services will be provided during the consultation.

The purpose of this initial consultation is to clarify any questions, explain what the program entails and what is required of you. During these calls, estimates of the number of sessions required to deal with your presenting issue are given on the basis of the information presented at that time. Estimates are only rough guidelines and are subject to change.

BOOKING & PAYMENT

In-person sessions: A non-refundable deposit of \$100 is payable at the time of booking your first in-person session. The balance of the fee is due at least 48 hours prior to the first session. No refunds will be issued for cancellations within 48 hours of the session appointment.

Online sessions: No deposit is required for online sessions, however payment for online sessions must be made at least a week before the scheduled session start time. Where payment is not received a week before your session, the session will be canceled and may be offered to someone else. It is your responsibility to pay the session fees before each scheduled session in order to confirm the appointment booking.

CANCELLATION, RESCHEDULING & REFUNDS

Cancellation & rescheduling

If you need to cancel or re-schedule a session, please provide as much notice as possible. Notification must be made via email or phone call at least 48 hours prior to an in-person session or for an online session.

Refunds

No refunds will be issued for cancellations within 48 hours of in-person sessions or online sessions.

Session fees are for my time and professional expertise and are not a guarantee of a successful

outcome. Therefore, no refunds will be given for any sessions where you have attended and paid for the session.

Where a discount package or program has been booked and paid for in advance, if you choose to discontinue your program process before attending all the sessions, a pro rata refund will be issued after deduction of the full standard session fee for any sessions you have attended.

Session Fees

All professional fees will be disclosed to you prior to booking. Our professional fees are subject to review and may increase from time to time. You will always receive confirmation of the professional fees before booking.

Payment Methods

Payment may be made online via credit/debit card or PAYPAL™. Payment for in-person sessions can also be made via credit/debit card at the end of your session. Cash and cheques will not be accepted without prior agreement.

CONTACT BETWEEN SESSIONS

Any contact between sessions will be by WhatsApp, messenger or email. I aim to respond to any messages received within 24hrs (Monday to Friday)

MEDICAL OR PSYCHOLOGICAL CONDITIONS

I may ask questions about your medical history to establish any contra-indications to the program. This will also help to assess whether your health is affecting (or being affected by) the goals you wish to achieve. Please update me of any medical changes during your course of program, or if you are returning to the program after a period of absence.

If you are receiving care or treatment from any medical, healthcare or therapy practitioner, e.g. GP, Psychologist, Psychiatrist or Counsellor, you may be asked to seek their permission before any therapy sessions can commence.

Please note that I will be unable to offer my professional services if you suffer from epilepsy or any form of psychosis.

AGE RESTRICTIONS

You must be at least 18 years old to participate in online sessions. Clients under the age of 18 years old must be accompanied by a parent or guardian and will be seen in-person.

ATTENDING YOUR SESSIONS

Please ensure that you are available at your session start time. If you are running late, please let me

know as soon as possible. I will do my best to make a full session available, however, as the ability to do this will depend on bookings after your session, this cannot be guaranteed.

HYPNOSIS RECORDINGS

Hypnosis recordings should not be listened to whilst driving, operating machinery or undertaking any other activity where concentration is required. Any recording provided is for your personal use only and must not be shared, lent, copied or sold under any circumstances.

OUTCOME OF SESSIONS

The agreement to work on the issues presented by you in no way implies or guarantees the resolution of your presenting issue(s). No outcome can or will be guaranteed. However, I will always endeavor to use my best efforts and skills to work towards your goals and intended outcomes.

STANDARDS OF BEHAVIOUR

During the course of any sessions, I will treat you with respect and not abuse the trust you place in me. I will use best practice at all times in our mutual interest. In return, you undertake not to harm yourself, or any other person, including me, or any property belonging to either me or any other person.

You agree not to attend sessions under the influence of alcohol or recreational drugs, except those medications which have been prescribed by your doctor. If you do attend any sessions under the influence of alcohol or recreational drugs, or demonstrate violent or abusive behavior, I will cancel the session and may refuse to see you for any further sessions without refunding any payment already made.

CONFIDENTIALITY

All contact, including sessions, telephone conversations and emails, will be conducted in confidence and may be recorded. Prior to any recording, your agreement will be sought. All recordings, conversations and notes will remain confidential, except in the following circumstances:

1. Where you give permission for confidentiality to be broken
2. Where I am compelled by a court of law
3. Where the information is of a nature that confidentiality cannot be maintained, for example:
 - The possibility of harm to yourself or others exists
 - In cases of fraud or crime
 - When minors (under 18 years old) are involved
4. Where a referring GP or other healthcare professional requires a report. A copy of the report will be available on request.HI

LIABILITY & INDEMNITY

Under no circumstances will Joana Esteves or Holistic Transformation Center be liable for any damages, including without limitation, direct, indirect, incidental, special, punitive, consequential, or other damages (including without limitation lost profits, lost revenues, or similar economic loss), whether in contract, tort, or otherwise, arising out of the advice or information provided to you during professional services provided by Joana Esteves and Holistic Transformation Center. In addition, you agree to defend, indemnify, and hold Joana Esteves and Holistic Transformation Center harmless from and against any and all claims, losses, liabilities, damages and expenses (including legal fees) arising out of your participation in the professional services.

GOVERNING LAW

These terms and conditions and any other matters arising out of or in relation to these terms, shall be governed by and construed in accordance with Texas laws in the USA. You agree to submit to the exclusive jurisdiction of Texas courts to settle any dispute which may arise out of or in connection with these terms and conditions.

TERMS AND CONDITIONS UPDATES

These terms and conditions are subject to revisions without notice. Please familiarize yourself with any amendments if you have re-started a program with me after a long period of absence.

DATA PROTECTION

For my services, your personal data is collected, processed, used and stored in accordance with the following privacy policy: HIPAA, TDPSA and GDPR protocols. By booking an appointment, you signify your acceptance of this Privacy Policy. If you do not agree to this policy, please do not book an appointment. The terms of this Privacy Policy may change from time to time without prior notice to you, so please check my website periodically for any changes.

CONCERNS & COMPLAINTS

If you have a concern or complaint regarding your program, please discuss this with myself in the first instance and I will endeavor to resolve the issue.

STATEMENTS OF UNDERSTANDING

By signing the Client Agreement, you agree to abide by the terms and conditions of the Client Agreement. You also agree with the statements below:

I confirm that I have been advised by Joana Esteves of the scope of the services that she provides and give my full consent to receiving hypnosis sessions from Joana Esteves through Holistic Transformation Center.

I understand that results may vary from person to person and the agreement by Joana Esteves and Holistic Transformation Center to work on the issues or problems presented by me, using whatever methods are appropriate to my situation, in no way implies or guarantees the

resolution of any presenting problems or issues.

I understand that Joana Esteves does not diagnose or cure any physical conditions, but has a holistic approach where she will help and empower clients to change their lives on their own, which in turn will substantially decrease many of their symptoms and issues. Her guidance, support and holistic services should in no way replace medical advice.

I understand that hypnosis or any other services or information provided by Joana Esteves, either in person or via telephone, email or internet, is not a replacement or substitute for medical, psychological or psychiatric treatment. If I have any doubts or concerns about my health, I will seek advice from an appropriate qualified healthcare professional.

I declare that, if advised by Joana Esteves prior to or following any therapy sessions, to seek medical approval, I will consult with my GP, hospital consultant and/or other healthcare professional and gain the appropriate written approval for Joana Esteves prior to the next therapy session.

I understand that the services Joana Esteves and Holistic Transformation Center render are held out to the public as non therapeutic hypnotism, defined as the use of hypnosis to inculcate positive thinking and the capacity for self-hypnosis. We do not represent our services as any form of health care or psychotherapy, and despite research to the contrary, by law I may make no health benefit claims for my services.

I have been advised that I am free to terminate any or all sessions at any time.

I understand that my level of motivation is vital in the process and I agree to participate to the best of my ability at all times, including making reasonable use of suggestions during and between sessions, as well as listening to audio recordings and/or carrying out other tasks as appropriate.

I have accurately and truthfully answered any questions and provided background information during the initial consultation and /or first session and will continue to do so during any subsequent sessions.

CONFIDENTIALITY

By signing this form, I consent that Joana Esteves and Holistic Transformation Center may release information to a specific individual or agency if it has been determined that a vulnerable person (child or elder) is at risk; if I, as a client, am in imminent danger to myself or others; or if a subpoena of records has been requested.

I also understand that, at any time, Joana Esteves may discuss aspects of my case with other colleagues, keeping my full name and identity completely confidential always, unless I have given permission otherwise.

Full Name:

Signature:

Date: