

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.cherishamber.com** (the "Site"). This Site is owned and operated by Cherish Amber. This Site is a coaching.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of Cherish Amber and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Sale of Services**

These Terms and Conditions govern the sale of services available on our Site.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The following services are available on our Site:

- Professional Coaching.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to

verify receipt of any refund.

### **Subscriptions**

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: 14 days prior to renewal.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card;
- Debit; and
- Direct Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Right to Cancel and Receive Reimbursement**

If you are a customer living in the United Kingdom or the European Union you have the right to cancel your contract to purchase services from us within 14 days without giving notice. The cancellation period:

- Will end 14 days from the date of purchase when you purchased a service.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at [Cherish@cherishamber.com](mailto:Cherish@cherishamber.com) or by post at \_\_\_\_\_. You may use a copy of the *Cancellation Form*, found at the end of these Terms and Conditions, but you are not required to do so.

The right to cancel does not apply to:

- Goods or services, other than the supply of water, gas, electricity, or district heating, where the price depends upon fluctuations in the financial market that we cannot control and that may occur during the cancellation period;
- Services that the customer has requested for the purpose of carrying out urgent repairs or maintenance;
- Newspapers, magazines, or periodicals, except for subscriptions to such publications; and
- Accommodation, transport of goods, vehicle rental services, catering, or services related to leisure activities, if the contract includes a specific date or period of performance.

### Effects of Cancellation

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse to you any amount you have paid above this proportionate payment.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

### **Refunds**

#### Refunds for Services

We provide refunds for services sold on our Site as follows:

- If you cancel after coaching sessions begin and/or after receiving services from us, you can only request a refund for the amount relating to any remaining sessions or hours not yet performed. You can not request a refund after the services have been fully performed (i.e. after all sessions or services have been completed)

### **Consumer Protection Law**

Where the *Sale of Goods Act 1979*, the *Consumer Rights Act 2015*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and

Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Limitation of Liability**

Cherish Amber and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Cherish Amber and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the Country of England.

### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Cherish Amber are unable to resolve any dispute through informal discussion, then you and Cherish Amber agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and Cherish Amber. The costs of any mediation will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and Cherish Amber agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users

to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

07740 104464

cherish@cherishamber.com

Bodinnick Farm, Coombe, St Stephens, Cornwall, PL267LL

You can also contact us through the feedback form available on our Site.

Effective Date: 25th day of April, 2024

**Cancellation Form**

If you want to cancel your contract of sale with us you may use this form and email or post it back to us at the address below.

To: [www.cherishamber.com](http://www.cherishamber.com)

Address: Bodinnick Farm, Coombe, St Stephens, Cornwall, PL267LL

Email: [cherish@cherishamber.com](mailto:cherish@cherishamber.com)

I hereby give notice that I cancel my contract of sale of the following goods or services:

---

---

---

---

Ordered on: \_\_\_\_\_

Received on: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer address:  
\_\_\_\_\_

Signature (only required if you are returning a hardcopy of this form):

---

Date: \_\_\_\_\_