

Terms Of Business

This page (together with the documents referred to on it) tells you the terms on which we supply the counselling sessions listed on this website (our site) to you, whether we conclude the contract for such supply electronically or by telephone. Please read these terms of supply carefully. You should understand that by ordering any of our services you agree to be bound by these terms of supply. Please understand that if you refuse to accept these terms of supply, you will not be able to order any counselling sessions from us.

1. Information about us

This site is operated by Vicki Demirdjian Counselling Services, (VDCS)

2. Your status

By placing an order with us, you warrant that:

a) You are legally capable of entering into binding contracts; and b. you are at least 18 years old.

Counselling agreements for under 18 years must be signed for by an appropriate adult.

3. How the contract is formed between you and us

a) Your order constitutes an offer to us to buy counselling services. All orders are subject to acceptance by us and, if we accept your order, we will confirm such acceptance to you by sending you an e-mail (Order Confirmation). The contract between us (Contract) will only be formed when we send you the Order Confirmation (including where you place your order by telephone).

b) The Contract will relate only to those Products in respect of which we have sent you an Order Confirmation. We will not be obliged to supply any other Products or Events which may have been part of your order unless and until we send you an Order Confirmation in respect of them.

4. Consumer rights and cancellation

4.1. If you are contracting as a consumer, you may cancel:

a) A Contract in relation to Counselling at any time prior to the 48 hours cancellation notice in the agreement.

4.2. To cancel a Contract under clause 4.1, you must inform us in writing.

4.3. You will not have any right under clause 4.1 to cancel a Contract which includes the supply of any of the following Products:

a) Products made to your specifications or clearly personalised or which by reason of their nature cannot be returned;

b) Audio or video recordings or computer software.

c) Content which you have downloaded from our site or any other site operated by us.

by you and will not be returned to you;

4.4. This clause 4 does not affect your statutory rights.

5. Fulfilment of Contracts

5.1. An order for Products will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within 30 days of the date of the Order Confirmation, unless there are exceptional circumstances.

6. Price and payment

7.1. The price of the counselling sessions will be as quoted on our site from time to time, except in cases of obvious error.

7.2. If you fail to make any payment due to us by the due date for payment then, without limiting our other remedies, we may:

a) charge you interest on the overdue amount at the rate of 4% per annum above HSBC Plc's

base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay the interest immediately on demand;

b) charge any reasonable debt collection costs incurred in pursuing the debt, such costs to be payable by you on demand;

c) refuse to provide you with any Products that you have ordered from us, whether or not you have paid for them.

8. Our refunds policy

8.1. If you have prepaid for a block of counselling sessions and you cancel with less than 48 hours' notice then no refund will be given and the cancelled session will stand as a used session.

10. Intellectual Property

10.1. All intellectual property rights (including but not limited to copyright) are held by Vicki Demirdjian Counselling Services.

11. Data Protection

12.1. In relation to any personal data provided to us by you or on your behalf, you agree that we may use such personal data to perform our obligations and enforce our rights under any Contract.

12.2. Furthermore, you agree that any such personal data will be processed in accordance with our Privacy Policy (as amended by us from time to time).

12. GDPR

Vicki Demirdjian is registered with the ICO and is bound by their ethics.

13. Our liability

13.1. Nothing in these terms of supply excludes or limits our liability for:

a) death or personal injury caused by our negligence;

- b) fraud or fraudulent misrepresentation; or
- c) any other matter for which it would be unlawful for us to exclude or attempt to exclude our liability.

13.2. Our maximum aggregate liability in respect of any claim arising out of any Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total sum paid for the particular Product and/or Event giving rise to the claim.

13.3. We will not be liable in contract, tort (including negligence), and breach of statutory duty or otherwise for losses that fall into any of the following categories:

- a) loss of income or revenue;
- b) loss of business;
- c) loss of profits;
- d) loss of anticipated savings;
- e) loss of data;
- f) loss of goodwill;
- g) loss of contract;
- h) waste of management or office time; or
- i) any special, indirect, consequential or pure economic loss which arises out of or in connection with these terms of supply even if we had been advised of the possibility of such loss.

13.4. We shall have no liability for any failure or delay in the performance of any of our obligations where any such failure or delay is due to any act or omission by you or any third party.

13.5. You assume sole responsibility for the selection, suitability and use of any Products or Events.

14. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. You accept that communication with us may be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

16. Notices

All notices given by you to us must be given to us at vicki@vicdem.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 15 above. Notice will be deemed received by you and properly served on you immediately when posted on our site, 24 hours after an e-mail is sent to you, or three days after the date of posting of any letter to you. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified email address of the addressee.

17. Transfer of rights and obligations

17.1. The contract between you and us is binding on you and us and on our respective successors and assignees.

17.2. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. In particular, you may not transfer to anyone else your place on an Event.

17.3. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time.

18. Events outside our control

18.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

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

- a) strikes, lockouts or other industrial action.
- b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c) fire, explosion, storm, flood, earthquake, subsidence, epidemic/pandemic or other natural disaster;
- d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e) impossibility of the use of public or private telecommunications networks; and
- f) the acts, decrees, legislation, regulations or restrictions of any government.

18.3. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

19. Waiver

19.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms of supply, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

19.2. A waiver by us of any default will not constitute a waiver of any subsequent default.

19.3. No waiver by us of any of these terms of supply will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 16 above.

20. Severability

If any of these terms of supply or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

21. Entire agreement

21.1. These terms of supply and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

21.2. We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not expressly set out in these terms of supply.

21.3. Each of us agrees that our only liability in respect of those representations and warranties that are expressly set out in these terms of supply (whether made innocently or negligently) will be for breach of contract.

21.4. Nothing in this clause limits or excludes any liability for fraud.

22. Our right to vary these terms of supply

22.1. We have the right to revise and amend these terms of supply from time to time.

22.2. You will be subject to the policies and terms supply in force at the time that you order Products or Events from us.

23. Your Security

Vicki Demirdjian Counselling Services takes the security of our users and their information very seriously.. We have taken great care to ensure that the security of our users is assured so that you can purchase with confidence.

24. Law and jurisdiction

Contracts and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any such dispute or claim will be subject to the non-exclusive jurisdiction of the courts of England and Wales.