

## Terms and Conditions of Sale – Reclaim Your Balance

### 1. About these Terms

These Terms and Conditions of Sale (“Terms”) set out the agreement between you (“the Customer”) and **Emma McDonnell – Reclaim Your Balance**, a sole trader based in the United Kingdom (“we”, “us”, “our”).

By purchasing the *Reclaim Your Balance* course, you agree to these Terms, which form a legally binding contract between us.

#### Correspondence and Legal Notices

Emma McDonnell – Reclaim Your Balance

Unit 154828, PO Box 7169, Poole BH15 9EL

Courier Point Address (for parcels and legal notices): Unit 154828, Courier Point, 13 Freeland Park, Wareham Road, Poole, Dorset BH16 6FH, UK

Email: [hello@emma-mcdonnell.com](mailto:hello@emma-mcdonnell.com)

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### 2. Description of the Course

*Reclaim Your Balance* is a six-week live online course designed to support parents and carers of SEN and neurodivergent children.

Your purchase includes:

- Six weekly **live Zoom sessions** led by Emma McDonnell.
- **Lifetime access** to recordings of all sessions (for as long as the hosting platform remains in use).
- Live sessions may be recorded and reused in future versions of the programme.
- A **private Facebook group** available during the course and for one additional month, after which it will be archived (accessible for reading only).
- **Downloadable resources and worksheets**, quantity and nature to be determined as appropriate.
- **One guided audio meditation**, provided via Google Drive or the Funnel Sketchers platform.

We use external services (Zoom, Funnel Sketchers, Google Drive, Facebook) to deliver course materials. We are not responsible for interruptions or changes to those external platforms. If a platform changes or closes, reasonable notice (at least 7 days) will be given and you will have the opportunity to download materials where possible.

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### 3. Payment and Pricing

Payment is accepted via **Stripe** (pay-in-full) or **PayPal** (subject to PayPal’s own instalment-plan approval).

All prices are in **GBP £** and include all applicable taxes. Equivalent prices may be displayed automatically in USD \$ or AUD \$ by your payment provider.

You are responsible for ensuring payment is completed in accordance with the option selected at checkout.

If a payment fails or instalments are not completed, access to the course and any related groups or materials may be suspended until the outstanding balance is paid.

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#### 4. Refunds and Cancellations

As this is a digital service purchased by consumers in the UK, the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** apply.

You may cancel your purchase and receive a full refund **up to 14 days from the date of purchase or until the course start date, whichever is sooner**.

To cancel, email [hello@emma-mcdonnell.com](mailto:hello@emma-mcdonnell.com) with a clear statement of your decision to cancel.

After this date (when the course has started and digital content becomes available), no refund will be given. Access to all materials and groups will then be revoked.

If you access or download any digital content before the 14-day period expires, you will be deemed to have consented to early delivery and waived your statutory right to cancel in relation to that digital content.

This policy does not affect your statutory rights under the *Consumer Rights Act 2015* in cases of faulty digital content.

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#### 5. Your Responsibilities

You agree to:

- Attend live sessions where possible and participate respectfully.
- Keep login details private and not share access with others.
- Treat other participants with kindness and confidentiality.
- Use the materials for personal use only.

We reserve the right to remove or suspend access (without refund) if a participant acts abusively, breaches confidentiality, or disrupts the learning environment.

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#### 6. Bonuses

Any additional bonuses (e.g. guest sessions, personalised feedback responses, supplementary materials) are offered as goodwill additions.

While every effort is made to deliver them as described, **bonuses may be varied, replaced, or withdrawn at any time without notice**.

They do not form part of the core course contract and are not guaranteed.

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#### 7. Intellectual Property and Usage

All materials, videos, audios, workbooks, and resources provided remain the sole property of **Emma McDonnell**.

You are granted a **single-user licence** for personal use only.

You may not share, copy, record, reproduce, distribute, resell, or publish any part of the materials without prior written consent.

All rights are reserved under the *Copyright, Designs and Patents Act 1988*.

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## 8. Disclaimers and Limitation of Liability

The information shared in *Reclaim Your Balance* is provided for general informational and educational purposes only.

It reflects Emma's lived experience as a neurodivergent parent-carer supporting other parents of SEN and neurodivergent children.

While all content is shared with care and compassion, it is **not a substitute for medical, psychological, or therapeutic advice**.

You are responsible for how you apply the material in your own life.

No results, outcomes, or transformations are guaranteed.

We accept no liability for any loss, injury, or dissatisfaction arising from your participation, except where UK law prevents such exclusion (for example, personal injury caused by negligence).

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, or for any other liability which cannot be lawfully excluded under the *Consumer Rights Act 2015*.

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## 9. Data Protection and Privacy

Your personal data will be processed in accordance with our **Privacy Policy** (<https://emma-mcdonnell.com/privacy-policy>), which explains what information we collect, how it is used, and your rights under the *UK GDPR* and the *Data Protection Act 2018*.

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## 10. Problems or Complaints

If you have any concerns, please contact [hello@emma-mcdonnell.com](mailto:hello@emma-mcdonnell.com) in the first instance.

Emma McDonnell will do her utmost to resolve any problems quickly, fairly, and with understanding.

If we cannot reach a satisfactory outcome, you may pursue independent alternative dispute resolution or court proceedings (see below).

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## 11. Governing Law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be **governed by and construed in accordance with the laws of England and Wales**.

Each party **irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction** to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter.

By entering into this Agreement, all parties waive any right to bring or participate in proceedings in any other jurisdiction.

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## **12. Updates to These Terms**

We may update these Terms occasionally to reflect changes in law or delivery methods. Any updates will be published on our website, and continued participation constitutes acceptance of the revised version.

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**Last updated: April 2026**

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