

## Terms and Conditions

Last updated: [Insert Date]

Welcome to James Westphal Creative Development. These Terms and Conditions outline the rules and guidelines for using this website and booking any services provided through it. By accessing this website or using any of its services, you agree to the following terms.

### 1. About Us

James Westphal Creative Development offers:

- Public Speaking and Communications Coaching
- Acting Coaching, including preparation for drama school auditions

All sessions are delivered by James Westphal and provided remotely or in person by arrangement.

### 2. Use of the Website

You agree to use this website for lawful purposes only. You must not:

- Misuse the website by knowingly introducing viruses or malicious material
- Attempt to gain unauthorised access to the server or other parts of the site
- Reproduce, duplicate, copy, or resell any part of this website without express written permission

### 3. Bookings and Payments

Coaching sessions can be booked via the website or through an external booking platform as indicated. Payment details will be clearly stated before any transaction is confirmed.

### 4. Cancellation, Rescheduling, and Session Policy

- Client Cancellations: You may cancel or reschedule a booking up to 24 hours in advance of the session to receive a full refund or to rearrange at no extra cost.
- Cancellations within 24 Hours: If you cancel within 24 hours, refunds are not guaranteed and will be reviewed on a case-by-case basis.
- No-Shows: If you fail to attend a scheduled session without prior notice, this will be treated as a completed session. No refund or rescheduling will be offered.
- Rescheduling by James Westphal: Due to the nature of James's work as a professional actor, there may be rare occasions where rescheduling is necessary (e.g. filming commitments or auditions). If so, James will always strive to notify you at least 24 hours in advance, and an alternative time will be offered.
- In-Person Sessions (Non-Packaged): One-off, ad hoc, or standalone in-person coaching sessions may be arranged at James's discretion and are subject to a travel surcharge. This surcharge will depend on the required travel and/or accommodation expenses and will be discussed and agreed upon with the client in advance of booking.

### 5. Disclaimer

- Coaching services are not therapy or counselling.
- While coaching may be underpinned by psychological concepts and education, it should never be mistaken for or used as a substitute for therapy, mental health treatment, or counselling.
- Coaching sessions focus on skill development, creative performance, and personal presentation - they are not designed to address mental health diagnoses or crises.
- While every effort is made to support client growth, results cannot be guaranteed. Progress depends on individual commitment and engagement.

### 6. Privacy

Any personal information submitted through contact forms or newsletter sign-ups will be handled in accordance with our Privacy Policy. We will never sell your data to third parties.

### 7. Third-Party Links

This website may contain links to third-party websites or platforms. We do not control these and are not responsible for their content, privacy practices, or availability.

#### 8. Intellectual Property

All content on this site, including text, graphics, logos, and media, is the intellectual property of James Westphal unless otherwise stated. It may not be reproduced without permission.

#### 9. Governing Law

These Terms and Conditions are governed by the laws of England and Wales. Any disputes arising from use of this site or its services will be subject to the exclusive jurisdiction of the UK courts.

#### 10. Changes to These Terms

We may update these Terms and Conditions from time to time. Continued use of the site after changes are posted constitutes your acceptance of the new terms.

If you have any questions regarding these Terms and Conditions, please contact us.