

Tegan Lindsey Mentoring Terms and Conditions

Satisfaction Guarantee

I guarantee satisfaction, not results. Ultimately this about you walking away from my service feeling that you received value for the money invested. The degree of 'results' will vary from person to person based on a large variety of factors, and so it is impossible for me to guarantee a certain outcome. The only guarantee I can commit to, is that this process will heighten your level of self awareness, and will help you to understand the transformational qualities of expanding awareness and living more mindfully.

If you participate in any of my paid services, and feel unsatisfied with the knowledge and understanding that has been shared, then I invite you to contact me to discuss a refund for my service.

I strongly advise you to read this form in its entirety for clarity around which portions of the fees you are entitled to a refund on, timeframes that apply to making the request, and situations where a refund will not be honoured.

Refund Policy

All refund requests are to be made via email to teganlindseycannell@gmail.com or by contacting me on +61479177233. I highly recommend sending the request via email so that we both have proof of the request, the dates the request was made, and the nature of the request.

Any client requesting a refund will be entitled to reclaim the full amount paid, less the cost of any materials, processing fees, and shipping fees.

If a client withdraws from the program at any stage, but does not wish to claim the satisfaction guarantee (in other words they are satisfied with the service delivered so far, but are withdrawing for other reasons), I will refund any money that was paid in advance for sessions that were not delivered due to the withdrawal from the program.

If a client requests a refund before the commencement of the program, then they may be entitled to a refund for the materials as long as the following conditions are met:

Clients returning materials for a refund must ensure the materials are unused and in perfect condition. The products must be wrapped appropriately to avoid damage (including weather) during shipping, and be sent with tracking. Materials must be returned within two weeks of requesting the refund, or the materials portion of the refund will be forfeited. The client will be responsible for the cost of returning the materials. Materials that are damaged or lost in the process of being returned are unable to be refunded.

Additional notes for clients who are requesting a refund under the Satisfaction Guarantee:

If a client requests a refund after the commencement of the program, they will not be entitled to any more sessions once the request has been made.

If a client requests a refund after the program has ended, they have two weeks from the last session date to make the refund request.

If a client completes a program but did not complete the weekly activities as directed throughout the duration of the service, then requests for a refund will not be honoured. This behaviour shows that the client was not invested in the process but willingly continued to use my service.

Clients are only entitled to one refund under the satisfaction guarantee. If a client reinvests in my services a second time, they will no longer be entitled to claim the satisfaction guarantee.

Missing Sessions

We all have 'things that come up' that change our plans. I am generally very accepting and flexible with this if the requests are sporadic. I am however respectful of my own time as much as I am of yours. **Regularly** cancelling or postponing sessions, impacts on the effectiveness of the structure of the program, and my capacity to take on new clients (which is my livelihood). In extreme cases I may ask a client to temporarily put the program on hold until they are in a better position to be able to commit to the weekly structure of the process.

I will communicate clearly to the client if their level of engagement (or disengagement) becomes a challenge. Lacking commitment to the process is a sign that the client may not be fully invested in the process. If it escalates to this point, I will suggest to the client to consider putting the program on hold, or withdrawing completely (in which case they may consider taking advantage of the satisfaction guarantee if that was the reason for their disengagement).

If in the unlikely event the behaviour continues after I have addressed it with the client once, and it reaches the point where I **decide** to temporarily place the program on hold, or cancel my service with the client, the client will no longer be entitled to claim the satisfaction guarantee. This behaviour shows that the client was not invested in the process, that I did due diligence by raising it with them, but the client willingly continued to use my service.

Failure to complete the Weekly Activities and More Time is Required

No matter which service a client invests in, they will be required to complete 'homework' each week. This is an essential part of the reflective process. Failure to complete the weekly activity before the session, often results in extra time being needed to allow for contemplation.

I will offer one reminder to clients to complete their weekly activities. Clients who continue to skip the weekly activity, and require additional time to complete the session will be charged for the extra time.

In the case of **extending a session** beyond 90 minutes (capped at 30 additional minutes), the client will be charged 33% of a full session fee for the extended time. In the case **where a second session is required**, as it will take more than 30 minutes to finish the activity, the client will be charged full fees for the additional session.

Terminating Service

I have the right to terminate my service with any client at any time. If I do, I will provide the client with just cause for my decision, and refund the client appropriately for any fees that were paid, for sessions that were not delivered. At this point the client can consider if they want to explore a further refund under the terms of the satisfaction guarantee.

Complaints Process

I will strive to handle all complaints or disputes fairly and efficiently by following these five steps:

Step 1 - Acknowledge the complaint in a timely manner.

Step 2 - Investigate the complaint.

Step 3 - Respond to the complainant and ensure the decision is clear.

Step 4 - Follow up on any further concerns or feedback from the complainant.

Step 5 - Consider if there are any systematic issues to review for improvement of my service, and terms and conditions.

All complaints should be addressed within 2 business days. Complainants will be informed if it will require more than 2 business days.

The remaining terms and conditions of my service are universal for all Western Mindfulness Mentors. These are the terms stipulated by The Centre for Western Mindfulness for using the intellectual property of Russell Sturgess (Pathways to Mindfulness).

Confidentiality Agreement

As a Western Mindfulness Mentor, I am bound by the Mentor Code of Conduct, which I can share with you on request. The content and nature of our discussions will be held in strictest confidence and shared only with my own Western Mindfulness Supervisor if appropriate. I am however, bound by legal and ethical obligations. Therefore, if you tell me anything that suggests you might cause harm to yourself or others, I may have to share this information with my supervisor or the appropriate authority.

Your name, email address and the sessions you have completed, along with the name of your mentor, will be recorded in the The Centre for Western Mindfulness Client Management Records. At the completion of the program you will be given the option of participating in an anonymous feedback survey. If you choose to participate in this survey your feedback will help The Centre improve the delivery of their training and products as part of the requirements for meeting quality assurance for accreditation purposes. Other than this one survey, The Centre will not contact you unless you opt in and subscribe to their mailing list. They will not share your details with any third parties.

Intellectual Property

All material relating to the program for which you are enrolling, whether presented during, before or after the program, is subject to copyright, and other intellectual property rights. The copyright in all material remains the property of the owners and may not be recorded, used or reproduced without the written permission of the copyright owner. You agree not, at any time, to do anything that would infringe the intellectual property rights of such materials.

PTM Disclaimer

It is your responsibility to advise your Western Mindfulness Mentor of any health issues that may interfere with you participating fully in Pathways to Mindfulness. If you are unable to finish the program you will be entitled to a refund, less material costs and compensation for sessions completed. In the event that you are unwell, it is imperative that you seek professional assistance from your regular health-care provider. If you are dealing with mental, emotional or physical health issues, it is important that you seek professional help.

Pathways to Mindfulness is not psychology and is not a counselling service. Pathways to Mindfulness does not prescribe medical advice, or the use of any technique as a form of treatment for physical, emotional or medical problems without the advice of a medical practitioner, either directly or indirectly. The intent of the program is only to offer information of a general nature to help you in your quest for emotional, mental, physical and spiritual wellbeing.

We reserve the right to terminate your participation in Pathways to Mindfulness (in consultation with you) if we feel that there would be no benefit gained by completing the program.

Flexibility with Terms and Conditions

These terms and conditions have been prepared as a guideline to accommodate fair service for my clients and fair boundaries for myself. I understand that all situations are unique, and I am willing to arrive at an agreement outside of these conditions if the outcome proposed is considered fair by both of us.