These terms are issued by J & D Eaton Limited (“Tame your Mind”) and are effective from November 15th, 2022. They cover the use of our website tameyourmind.co.nz. Use includes visits to our site, communication with us through the website, participation in our subscriber’s database and promotions. These terms of use apply to you when you use our website. Please read these terms carefully – if you need to refer to them again they can be accessed from the link at the bottom of any page of our website.

About Us

This website is owned and operated by J & D Eaton Limited. Should you wish to contact us please Email us at debbie@tameyourmind.co.nz

If you wish to contact us outside office hours please do so via email and we will respond to all queries on our return.

1. Content

While we endeavour to supply accurate information on this site, errors and omissions may occur. J & D Eaton Limited (“Tame your Mind”) does not accept any liability, direct or indirect, for any loss or damage which may directly or indirectly result from any perceived or real advice, opinion, information, representation or omission whether negligent or otherwise, contained on this site. You are solely responsible for the actions you take in reliance on the content on, or accessed, through this site.

Tame your Mind reserves the right to make changes to the content on this site at any time and without notice.

To the extent permitted by New Zealand law, Tame your Mind makes no warranties in relation to the merchantability, fitness for purpose, freedom from computer virus, accuracy or availability of this web site or any third party website that may be associated with our website

2. Making a contract with us

At present you are not able to book or purchase sessions online. You may make contact with us through the website and we will contact you directly. We may email you, supplying an email address that ensures your privacy is your responsibility.

Should you choose to work with Tame your Mind you will be emailed an Intake Form and Coaching & Guided Meditation Agreement. You are responsible for reading these forms. The Coaching & Guided Meditation Agreement is our contract. You understand that Meditation in all forms comes under the umbrella of Hypnotherapy. Meditation works specifically in the subconscious mind for the purpose of updating limiting beliefs, resolving past events and seeing potential not recognised before.

You will receive an e-mail or text to confirm an appointment has been scheduled on the day the appointmnent is made and reminded of your appointment the day before it is scheduled. You are required to make payment for your session prior to the session if it is online or at the time of your session if it is in person. In the unlikely event that we have to reschedule you will be offered an alternative time or a refund. Should you be unable to attend your appointment you will need to give a period of 24 hours notice, failure to do so will result in your session being billed as an attended session.

We reserve the right to refuse or cancel any session that we believe, solely by our own judgement, to be placed for commercial purposes, as an error of judgment, maliciously or by a child under the age of 18. We also reserve the right to refuse or cancel any session that we believe, solely by our own judgement, to have been fraudulent activity.

3. Payment options

We currently accept the following payment methods:

* Eftpos - In person sessions only – surcharge applies for contactless payments
* Credit Card – In person sessions only – surcharge applies to all credit card payments
* Bank Transfer
* Stripe – Online credit card payments

4. Pricing

All prices listed on www.tameyourmind.co.nz are in New Zealand dollars (Unless Stated Otherwise) and are inclusive of GST and any other sales tax. All prices are correct when published. Please note that we reserve the right to alter prices at any time for any reason. If this should happen after you have booked a session that session will be at the time of booking price.

5. Foreign Currency Purchases Disclaimer

The price advertised might not be the same price charged to the credit card account due to exchange rate fluctuations. This means that because we are based in New Zealand we have to convert your purchase to New Zealand dollars at the exchange rate on the day it is processed.

6. Website and Credit Card Security

We want you to have a safe and secure experience online. All payments on our site are processed via a reputable third-party payment gateway using SSL (Secure Socket Layer) protocol, whereby sensitive information is encrypted to protect your privacy. Accordingly, we do not collect or store your credit card details.

You can help to protect your personal contact details from unauthorised access by logging out each time you finish using the site, particularly if you are doing so from a public or shared computer.

7. Accessing our Service

Other than connecting to J & D Eaton Limited (Tame your Mind) website by HTTP requests using a web browser, you may not gain access to J & D Eaton Limited website servers or any associated third party server. You agree not to disrupt, modify or interfere with our websites or services and their associated software, hardware and servers or third party servers in any way. You also agree not to modify any content or service on J & D Eaton Limited websites. Furthermore, you agree not to use our sites in any inappropriate or unlawful way.

8. Disclaimer

**Working with us:**

We do not accept responsibility or liability for any actions taken by you as a result of a session. We are not a mental health service and do not offer advice be it business, personal, medical, legal, financial or any other form of advice or counselling.

J & D Eaton Ltd acknowledges the importance and has the utmost respect for skilled Professionals and states that we have no professional experience in these fields.  It is important you seek the advice of an expert in all matters pertaining to medical, health, financial or legal fields such as a lawyer or doctor. Our profession is Life Coach, NeuroChange Practitioner and Hypnotherapist.

If you are seeking legal or medical advice then you should seek the advice of a professional skilled in this area and not rely on Coaching and Guided Meditation.

Our websites are intended to provide information for people considering their options for improving self-awareness, updating their limiting beliefs, and discovering more about themselves from an updated perspective of themselves.

While we endeavour to supply accurate information on this site, errors and omissions may occur. J & D Eaton Limited does not accept any liability, direct or indirect, for any loss or damage which may directly or indirectly result from any coaching or guided meditation, opinion, information, representation or omission whether negligent or otherwise, contained on this site. You are solely responsible for the actions you take in reliance on the content on, or accessed, through this site.

J & D Eaton Limited reserves the right to make changes to the content on this site at any time and without notice.

To the extent permitted by New Zealand law, J & D Eaton Limited makes no warranties in relation to the merchantability, fitness for purpose, freedom from computer virus, accuracy or availability of this web site or any other web site.

9. Force Majeure

Events of Force Majeure

For the purpose of this Agreement, an “Event of Force Majeure” means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

Instances of Force Majeure

Subject to the provisions of clause 1.1, Events of Force Majeure shall include, but not be limited to:

(a) the following Natural Force Majeure Events:

* fire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God;
* explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents;
* to the extent that they do not involve [*country*] or take place outside of [*country*], acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
* strikes, lockouts, work stoppage, labour disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action;
* in relation to the Concessionaire, non-performance by a counter-party to a contract relating to the Concessionaire’s Business by reason of an event or circumstance that would constitute a Natural Force Majeure Event under this Agreement; and

(b) the following Political Force Majeure Events:

* to the extent they take place in [*country*], acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
* to the extent that they are politically motivated, strikes, lockouts, work stoppages, labour disputes, or such other industrial action by workers, save in relation to the Concessionaire, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the Concessionaire;
* failure or inability of the Concessionaire to obtain or renew any Consent, on terms and conditions as favourable in all material respects as those contained in the original Consent relating to the Concessionaire’s Business (other than due to a breach by the Concessionaire of any of such terms and conditions);
* any action or failure to act without justifiable cause by any Competent Authority, other than a court or tribunal(including any action or failure to act without justifiable cause by any duly authorised agent of any Competent Authority, other than a court or tribunal);
* expropriation or compulsory acquisition of the whole or any material part of the Concessionaire’s System or Investor’s shares in the Concessionaire, except where such appropriation or compulsory acquisition is on account of contravention of law by the Concessionaire or by the Investor;
* any legal prohibition on the Concessionaire’s ability to conduct the Concessionaire’s Business, including passing of a statute, decree, regulation or order by a Competent Authority prohibiting the Concessionaire from conducting the Concessionaire’s Business, other than as a result of the Concessionaire’s failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Competent Authority;
* in relation to the Concessionaire, non-performance by a counter-party under a contract relating to the Concessionaire’s Business by reason of an event or circumstance that would constitute a Political Force Majeure Event under this Agreement,

provided that breakdown of plant or equipment (unless itself caused by an Event of Force Majeure), or unavailability of funds, shall not constitute an Event of Force Majeure.

Effects of an Event of Force Majeure

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural Force Majeure Event.

Additionally, the Concessionaire, [but not [ ] in respect of [ ]], shall be excused from performance and shall not be in default in respect of any obligation under this Agreement to the extent that the failure to perform such obligation is due to a Political Force Majeure Event.

(a) the following Natural Force Majeure Events:

* fire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God;
* explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents;
* to the extent that they do not involve [*country*] or take place outside of [*country*], acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
* strikes, lockouts, work stoppage, labour disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action;
* in relation to the Concessionaire, non-performance by a counter-party to a contract relating to the Concessionaire’s Business by reason of an event or circumstance that would constitute a Natural Force Majeure Event under this Agreement; and

(b) the following Political Force Majeure Events:

* to the extent they take place in [*country*], acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
* to the extent that they are politically motivated, strikes, lockouts, work stoppages, labour disputes, or such other industrial action by workers, save in relation to the Concessionaire, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the Concessionaire;
* failure or inability of the Concessionaire to obtain or renew any Consent, on terms and conditions as favourable in all material respects as those contained in the original Consent relating to the Concessionaire’s Business (other than due to a breach by the Concessionaire of any of such terms and conditions);
* any action or failure to act without justifiable cause by any Competent Authority, other than a court or tribunal(including any action or failure to act without justifiable cause by any duly authorised agent of any Competent Authority, other than a court or tribunal);
* expropriation or compulsory acquisition of the whole or any material part of the Concessionaire’s System or Investor’s shares in the Concessionaire, except where such appropriation or compulsory acquisition is on account of contravention of law by the Concessionaire or by the Investor;
* any legal prohibition on the Concessionaire’s ability to conduct the Concessionaire’s Business, including passing of a statute, decree, regulation or order by a Competent Authority prohibiting the Concessionaire from conducting the Concessionaire’s Business, other than as a result of the Concessionaire’s failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Competent Authority;
* in relation to the Concessionaire, non-performance by a counter-party under a contract relating to the Concessionaire’s Business by reason of an event or circumstance that would constitute a Political Force Majeure Event under this Agreement,

provided that breakdown of plant or equipment (unless itself caused by an Event of Force Majeure), or unavailability of funds, shall not constitute an Event of Force Majeure.

10. Intellectual Property

J & D Eaton Limited owns all copyright and other intellectual property in this site. Everything on this site, unless otherwise stated, is copyright.

Tame your Mind welcomes the use of this site for personal use, non-commercial use, research or study – provided that the user acknowledges all copyright and other notices contained in the content.

We advise that you may not copy or display for redistribution to third parties, or for commercial purposes, any portion of this site, without the written permission of J & D Eaton Limited.

11. Links

Please note that although this site has some hyperlinks to other third party websites, these sites have not been prepared by J & D Eaton Limited and are not controlled by J & D Eaton Limited. The links are only provided as a convenience, and do not imply that J & D Eaton Limited endorses, checks, or approves of the third party site. J & D Eaton Limited is not responsible for the privacy principles or content of these third party sites. J & D Eaton Limited is not responsible for the availability of any of these links.

J & D Eaton Limited requires that you request our written permission to include a link from another site to this site. If you would like to request permission, please email us at debbie@tameyourmind.co.nz.

12. Jurisdiction

This website is governed by, and is to be interpreted in accordance with, the laws of New Zealand. Any legal action as a result of this website or any other interaction or session with us is to be filed in a New Zealand Court of Law regardless of the country of origin or residence of the Complainant.

13. Changes to this Agreement

J & D Eaton Limited reserves the right to alter, modify or update these terms of use. These terms apply to your session. We may change our terms and conditions at any time, so please do not assume that the same terms will apply to future sessions.

14. Website Disclaimer:

(a) The information on this website is without warranties of any kind, either express or implied.

(b) The information in the site is altered periodically and changes in circumstances after information is placed in this site may affect the accuracy of the information. It is your responsibility to assess and verify the accuracy, currency, completeness and reliability of information in the site’s pages.

(c) J & D Eaton Limited makes no warranties that this site is free of human or mechanical error, technical inaccuracies or typographical errors.

(d) J & D Eaton Limited makes no warranties or representation that the material in this site will not cause damage or that the material is free from any computer virus or any other defects or errors or omissions.

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