



ELEVYX WELLNESS

Mental Wellness Coaching & Behavioural Support

TERMS & CONDITIONS

Governing the Provision of Services by Elevyx Wellness

Version: Version 1.0 | Effective Date: 15 May 2026 | Last Reviewed: 15 May 2026
DCJ Enterprises (PTY) Ltd t/a Elevyx Wellness | Richards Bay, KwaZulu-Natal, South Africa

1. Definitions

In these Terms and Conditions, unless the context indicates otherwise:

- "Agreement" means these Terms and Conditions together with any service agreement, consent form, or intake documentation signed by the Client;
- "Elevyx Wellness" means DCJ Enterprises (PTY) Ltd, registration number [2014/212656/07], trading as Elevyx Wellness, a company registered and operating in the Republic of South Africa;
- "Client" means any natural or juristic person who engages with or procures services from Elevyx Wellness, including a minor client where represented by a parent or legal guardian;
- "Services" means the non-clinical mental wellness coaching, psychoeducational support, psychometric assessments, debriefs, and related services provided by Elevyx Wellness as described in clause 3;
- "Session" means a scheduled individual or group service interaction, whether conducted in person or via a digital platform;
- "POPIA" means the Protection of Personal Information Act 4 of 2013;
- "Responsible Party" means Dean Johnston, Director of DCJ Enterprises (PTY) Ltd;
- "Business Day" means any day other than a Saturday, Sunday, or South African public holiday.

2. Acceptance of Terms

By engaging with Elevyx Wellness, accessing our website, completing an intake or consent form, booking a Session, or utilising any Service, the Client agrees to be bound by these Terms and Conditions in their entirety. These Terms and Conditions constitute a legally binding agreement between the Client and Elevyx Wellness.



Elevyx Wellness reserves the right to amend these Terms and Conditions at any time. The most current version will be available on our website and will apply to all new engagements from the date of publication. Continued use of our Services following any amendment constitutes acceptance of the updated Terms.

3. Nature & Scope of Services

Elevyx Wellness provides the following non-clinical professional services:

- Mental wellness coaching and psychoeducational facilitation
- Burnout recovery, stress management, and anxiety management coaching
- Certified and behavioural assessments and structured debriefs
- Student academic and subject choice guidance coaching
- Wellness memberships and associated group programmes
- Professional development and workplace wellness facilitation

CRITICAL DISCLAIMER: Elevyx Wellness is a non-clinical mental wellness coaching practice. We do not provide clinical psychology, psychiatry, psychotherapy, counselling as defined under the Health Professions Act 56 of 1974, or emergency mental health crisis intervention. Dean Johnston holds certification to conduct assessments and provide structured debriefs within his qualifications and scope of practice. All Services are coaching and psychoeducational in nature. Where clinical, psychiatric, or emergency intervention is identified as necessary, Elevyx Wellness will refer the Client to an appropriately registered and licensed professional. Clients are advised that coaching services are not a substitute for clinical treatment.

4. Client Responsibilities

The Client agrees to:

1. Provide accurate, complete, and honest information in all intake, consent, and assessment documentation;
2. Attend scheduled Sessions punctually and provide reasonable notice of any cancellation or rescheduling requirement;
3. Engage respectfully and constructively with Elevyx Wellness practitioners and staff;
4. Immediately notify Elevyx Wellness of any change in circumstances that may be relevant to the provision of Services, including any deterioration in mental health or safety;
5. Understand and accept the non-clinical nature of the Services and seek appropriate professional help where clinical intervention is required;
6. Comply with all reasonable instructions and recommendations provided by Elevyx Wellness within its scope of practice;
7. Accept responsibility for their own decisions, actions, and outcomes arising from their engagement with Elevyx Wellness;
8. For minor clients: the parent or legal guardian assumes full responsibility for ensuring compliance with these Terms on behalf of the minor.

5. Booking, Cancellations & Rescheduling

5.1 Bookings

All Sessions must be booked in advance via the agreed booking channel (website, email, or WhatsApp). Session availability is subject to practitioner schedule and is confirmed only upon receipt of booking confirmation.



5.2 Cancellations

Cancellations or rescheduling requests must be communicated at least 24 (twenty-four) hours prior to the scheduled Session time. Cancellations received with less than 24 hours' notice may, at Elevyx Wellness's discretion, be charged at 50% (fifty percent) of the applicable session fee. Repeated late cancellations may result in the suspension of booking privileges.

5.3 No-Show

A "no-show" occurs where a Client fails to attend a scheduled Session without prior notification. No-show Sessions may be charged in full at Elevyx Wellness's discretion.

5.4 Practitioner Cancellation

Where Elevyx Wellness is required to cancel a scheduled Session, reasonable notice will be provided, and the Session will be rescheduled at a mutually convenient time at no additional charge. Elevyx Wellness accepts no further liability in respect of such cancellations.

6. Fees, Payment & Refunds

6.1 Fees

Service fees are as communicated to the Client upon booking or as set out in the applicable service agreement. Elevyx Wellness reserves the right to revise its fees at any time, with reasonable notice provided to existing clients.

6.2 Payment Terms

Payment is due in accordance with the terms set out in the applicable service agreement or invoice. Unless otherwise agreed in writing, payment is required prior to or on the date of the scheduled Session. Elevyx Wellness accepts payment via electronic funds transfer (EFT) and other agreed payment methods.

6.3 Late Payment

Outstanding amounts that are not settled by the due date may attract interest at a rate permissible under the National Credit Act 34 of 2005, and Elevyx Wellness reserves the right to suspend Services pending settlement of outstanding fees.

6.4 Refunds

Refunds are considered on a case-by-case basis at the sole discretion of Elevyx Wellness. Where a refund is approved, it will be processed within 14 (fourteen) Business Days. Assessment fees are generally non-refundable once the assessment process has commenced.

7. Confidentiality & Privacy

Elevyx Wellness is committed to maintaining the confidentiality of all Client information. The collection, processing, and protection of personal information is governed by our Privacy Policy and is conducted in compliance with POPIA. The Privacy Policy is incorporated into these Terms and Conditions by reference.

Confidentiality may be limited in the circumstances described in the Privacy Policy, including where there is a risk of harm to the Client or others, or where legal obligations require disclosure.



8. Assessments & Debriefs

Dean Johnston is certified to administer behavioural assessments and to provide structured debriefs in accordance with his qualifications and scope of practice. The following terms apply to all assessments conducted by Elevyx Wellness:

- Assessment results are used for coaching, psychoeducational, and developmental purposes only;
- Assessment results do not constitute clinical diagnoses and may not be used as such;
- Results will be communicated to the Client through a structured debrief Session;
- Assessment records are stored securely and governed by the Privacy Policy;
- For minor clients, assessment results will be communicated to the parent or legal guardian as appropriate and in the best interests of the minor;
- Elevyx Wellness does not provide medico-legal reports, clinical assessments, or expert witness testimony.

9. Referral Policy

Elevyx Wellness is committed to the wellbeing and safety of all Clients. Where it is determined, in the professional judgement of the practitioner, that a Client may benefit from or requires clinical, psychiatric, or emergency professional intervention, Elevyx Wellness will facilitate an appropriate referral to a suitably registered and licensed professional.

Elevyx Wellness shall not be liable for the services, outcomes, or advice provided by any referred third-party professional. Clients retain the right to accept or decline referral recommendations; however, where safety is a concern, Elevyx Wellness may be obligated to take appropriate action in terms of applicable legal and ethical obligations.

10. Digital & Online Services

Where Sessions are conducted via digital platforms (video call, telephone, or other online medium), the Client acknowledges the following:

- The Client is responsible for ensuring a suitable private, secure, and confidential environment for their participation;
- Technical difficulties experienced by the Client do not entitle them to a refund of session fees, but reasonable rescheduling accommodations will be considered;
- Elevyx Wellness is not responsible for any breach of privacy arising from the Client's use of unsecured or shared networks;
- Sessions may not be recorded by either party without the prior written consent of both parties.

11. Intellectual Property

All materials, worksheets, assessments, programme content, written resources, and intellectual property developed and provided by Elevyx Wellness remain the sole property of DCJ Enterprises (PTY) Ltd. Clients are granted a limited, non-transferable, personal licence to use such materials for the purposes of their own personal wellness journey.

Clients may not reproduce, distribute, sell, publish, or otherwise exploit any Elevyx Wellness materials without the prior written consent of Elevyx Wellness.



12. Limitation of Liability

To the fullest extent permitted by applicable South African law:

9. Elevyx Wellness provides its Services on an "as is" and "as available" basis and makes no warranties, express or implied, as to any particular outcome, result, or benefit arising from participation in the Services;
10. Elevyx Wellness shall not be liable for any indirect, consequential, special, or punitive damages arising out of or related to the provision of, or inability to provide, its Services;
11. The total aggregate liability of Elevyx Wellness to any Client shall not exceed the total amount paid by that Client for the specific Service giving rise to the claim;
12. Elevyx Wellness shall not be liable for any loss, harm, or damage arising from the Client's failure to disclose relevant information, refusal of a referral, or disengagement from the Services.

Nothing in these Terms and Conditions shall exclude or limit liability for death, personal injury, or any matter that cannot lawfully be excluded or limited under South African law.

13. Governing Law & Jurisdiction

These Terms and Conditions and any dispute arising therefrom shall be governed by and construed in accordance with the laws of the Republic of South Africa. The parties consent to the exclusive jurisdiction of the courts of the Republic of South Africa in relation to any dispute arising out of or in connection with these Terms and Conditions.

14. Dispute Resolution

In the event of any dispute arising between the Client and Elevyx Wellness, the parties agree to first attempt to resolve the dispute through good-faith negotiation. If the dispute cannot be resolved through negotiation within 21 (twenty-one) days, either party may elect to refer the matter to mediation before a mutually agreed mediator. Only if mediation fails shall either party be entitled to pursue formal legal proceedings.

15. Severability

If any provision of these Terms and Conditions is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from the remainder of these Terms, which shall continue in full force and effect.

16. Entire Agreement

These Terms and Conditions, together with the Elevyx Wellness Privacy Policy and any applicable service agreement or consent form signed by the Client, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, representations, and understandings, whether written or oral.

17. Contact Information

Entity: DCJ Enterprises (PTY) Ltd t/a Elevyx Wellness

Responsible Party: Dean Johnston (Director)

Email: dean.elevyx@gmail.com



Contact Number: +27 60 392 2616

Website: <https://deanelevyx.wixsite.com/elevyxmentalhealth>

Address: Richards Bay, KwaZulu-Natal, South Africa

CLIENT ACKNOWLEDGEMENT: By signing below, I confirm that I have read, understood, and agree to be bound by these Terms and Conditions in their entirety.

Client Full Name:	
Client Signature:	
Date:	
Parent/Guardian Name (if minor):	
Parent/Guardian Signature:	
Date:	

AUTHORISED SIGNATORY

Name: Dean Johnston

Designation: Director & Responsible Party — DCJ Enterprises (PTY) Ltd

Date: May 2026