

# TERMS AND CONDITIONS

## 1. Definitions

- 1.1 'Client' means the person and/or company for whom the 'Service' has been requested.
- 1.2 'Booking Confirmation' means the notification containing the booking details that has been emailed or SMS to and confirmed by the 'Client' in advance of the booking.
- 1.3 'Service' means the 'Service/s' requested by the 'Client' shown on the 'Booking Confirmation'.
- 1.4 'Agreed Hours' means that a 'Practitioner' will be available for the hours as requested by the 'Client' as shown on the 'Booking Confirmation'.
- 1.5 'Practitioner' means the individual Wellbeing Practitioner, who attends the 'Premises' for the purpose of performing the 'Service'.
- 1.6 'Individual' means the individual or employee of the 'Client' who has requested the 'Service'.
- 1.7 'Premises' means the location address provided by the 'Client' as shown on the 'Booking Confirmation'.
- 1.8 'Deposit' means the sum to be paid in part or full payment prior to the 'Service' being performed.
- 1.9 The 'Agreed Fee' is the fee for the 'Service'.
- 1.10 'Treatment Schedule' is a time and treatment specific schedule detailing when massage treatments are undertaken within Corporate Organisations.
- 1.11 'Personal Wellbeing' means the 'Service' provided to 'Individuals'.
- 1.12 'Corporate Wellbeing' means the 'Service' provided to Corporate Organisations.

## 2. The Provision

- 2.1 Time For You shall provide the Client with a qualified, insured Practitioner at the Premises during the agreed hours. The Practitioner is covered for Combined Medical Malpractice, Public Liability and Products Liability for Therapists up to £3 million. Practitioner qualifications, enhanced DBS and insurance certificates are available on request.
- 2.2 Time For You shall provide the Service as requested to the Client and attend to the requirements of each Individual who requires the Service, exercising proper professional skill and diligence in the rendering of the Service.
- 2.3 The Practitioner reserves the right not to provide the requested Service for any Individual they deem unfit to receive such Service. It is Time For You's policy that treatments will NOT be provided for Individuals in the first trimester of pregnancy.

## 3. The Client's Obligations

- 3.1 The Client must provide a suitable and well-ventilated ground floor area (unless there are lift facilities) for the Service to take place and a contact person for Time For You to liaise with.
- 3.2 All Individuals receiving a Service must complete and sign a Medical Consultation Form and Treatment Plan prior to every Service. Any Individual that refuses to complete either a Medical Consultation Form or a Treatment Plan will be refused treatment by the Practitioner.
- 3.3 The Client/s must not present themselves for any treatment if experiencing symptoms of Covid-19, Cold/flu like symptoms or stomach bug symptoms (the Client must be symptom free for 48 hours before presenting themselves for massage if they have had a stomach bug).
- 3.4 The Client requesting Corporate Wellbeing is responsible for providing a Treatment Schedule to the Practitioner before the start of the Agreed hours if applicable.
- 3.5 The Practitioner will explain to each Individual the nature and extent of the Service.

## 4. Payment by the Client

- 4.1 The Agreed Fee for the Service is as shown on the Booking Confirmation for Corporate Wellbeing Service/s or provided verbally to the Client for Personal Wellbeing Service/s when the Service is accepted by the Practitioner.

- 4.2 For Corporate Wellbeing Service/s a 50% deposit is due within five working days of Time For You accepting the booking, or immediately if it is within seven working days. It can be made by cash, credit/debit card, or bank transfer. Payment must be received by the due date to avoid cancellation. You must pay a deposit or the full amount to confirm your booking.
- 4.3 Full payment for the Personal Wellbeing Service/s must be made by cash, credit/debit card on completion of treatment before the Practitioner leaves the property.
- 4.4 Full payment or the remainder of the payment if a deposit has been paid for Corporate Wellbeing Service/s must be made by cash, credit/debit card or BACS within 5 working days of the Service being performed. The Client will be issued an invoice after completion of the treatments, which will contain instructions on how to make payment. Time For You's payment terms will override the payment terms of the Client and by signing the Booking Confirmation, you, the Client, agree to these terms.
- 4.5 For Corporate bookings where the Individual pays or part pays: -
  - 4.5.1 Individuals should pay their proportion of the fee on completion of Service/s, by cash or credit/debit card directly to the Practitioner before they leave the Treatment room.
  - 4.5.2 Any outstanding amount will be invoiced to the Client for immediate payment as per clause 4.4.

## 5. Corporate Wellbeing Cancellations and changes

- 5.1 Once a Booking Confirmation has been accepted, cancellations will incur the following charges: \*1
  - 5.1.1 Cancellations made with 72 working hours' notice or more – **10%** of the agreed fee.
  - 5.1.2 Cancellations made with less than 72 working hours' notice – **50%** of the agreed fee.
  - 5.1.3 Cancellations made with less than 24 working hours' notice will be charged at the **full** fee.
- 5.2 Changes to the Agreed Hours may be made by giving 10 days written notice. Changes to the Agreed Hours with less than 10 days' notice are at the discretion of Time For You.
- 5.3 A Practitioner's illness or other circumstances beyond its control may require Time For You to cancel the Service/s. Time For You shall make reasonable efforts not to cancel the Service, but the Client acknowledges that it may not be possible. In this circumstance the Client will be offered an alternative day or a full refund will be issued.
- 5.4 Any refunds due will be repaid back by the original payment method within 5 working days of the cancellation date.
- 5.5 If you have symptoms of COVID-19, or if anyone in your household is self-isolating, please contact Time For You to reschedule your appointment. You will be able to reschedule your appointment when you are deemed fit for treatment. Time For You reserves the right to defer the provision of the Service where either party has been exposed to Covid-19. Time For You will endeavour to rebook the Service/s when both parties are symptom free and deemed fit for treatment. Time For You shall make reasonable attempts to provide as much notice as possible, but acknowledges that this may not be possible. We will offer the Client an alternative date that is convenient for both parties, when both parties are deemed fit for treatment.

## 6. Personal Wellbeing Cancellations and changes

- 6.1 Once a Booking has been accepted, cancellations will incur the following charges: \*1
  - 6.1.1 Cancellations made with less than 24 working hours' notice will be charged at the **full** fee.
- 6.2 A Practitioner's illness or other circumstances beyond its control may require Time For You to cancel the Service/s. Time For You shall make reasonable efforts not to cancel the Service, but the Client acknowledges that it may not be possible. In this circumstance the Client will be offered an alternative day.
- 6.3 If you have symptoms of COVID-19, or if anyone in your household is self-isolating, please contact Time For You to reschedule your appointment. You will be able to reschedule your appointment when you are deemed fit for treatment. Time For You reserves the right to defer the provision of the Service where either party has been exposed to Covid-19. Time For You will endeavour to rebook the service when both parties are symptom free and deemed fit for treatment. Time For You shall make reasonable attempts to provide as much notice as possible, but acknowledges that this may not be possible. We will offer the Client an alternative date that is convenient for both parties, when both parties are deemed fit for treatment.



## 7. Termination

7.1 The Service or Booking Confirmation will terminate automatically if:

7.1.1 Either party shall be in breach of any of its obligations under these Terms and Conditions.

7.1.2 Either party shall have a receiver, administrative receiver, or administrator appointed, or shall enter compulsory or voluntary liquidation.

## 8. Credentials

8.1 The Practitioner will be fully qualified in Swedish Body Massage, Advanced and Deep Tissue Massage, Chair/Seated Acupressure On Site Massage, Pregnancy Massage/Abdominal and Full Body, Warm Bamboo Massage, Natural Lift Facial Massage/Facial Rejuvenation and Improve Facial Skin Condition.

8.2 The Practitioner is a member of the FHT (Federation of Holistic Therapists) and abides by the FHT Code of Conduct and Professional Practice.

8.3 The Practitioner has Enhanced Disclosure and Barring Service certification.

## 9. Law

This Agreement shall be subject to English Law and the sole jurisdiction of the English Courts.

**\*1 For Personal Wellbeing Services these terms may be waived depending on circumstance.**

