

# **BetterBody Me Ltd Terms & Conditions**

Please take the time to read through this information carefully. By making an appointment with BetterBody Me you are agreeing to all statements that are set out in our Terms & Conditions and that you are content with our Privacy Notice.

### 1. BETTERBODY ME COMMITMENT & SUITABILITY FOR TREATMENT

- 1.1. Every service provided by and on behalf of BetterBody Me will be in line with the BetterBody Me Ltd. 'Life' values, but none of these bodywork modalities are a substitute for professional medical care or counselling.
- 1.2. None of the practitioners at BetterBody Me Ltd will diagnose, prescribe medication or medical treatment of any kind, unless they are personally qualified to do so, and will always recommend referral to a GP or other qualified medical specialist or practitioner.
- 1.3. Treatments will only be conducted if BetterBody Me Ltd deems the treatment safe for the client to receive, this decision will be based on the information provided to the therapist by the client prior to treatment start and only if the client has completed the following:
  - New client form,
  - Informed consent to treatment, and
  - Session health declaration.
- 1.4. BetterBody Me therapists We work with you to ensure that you receive the best treatment for you. As part of this we need to assess each client prior to treatment. Treatments will only be provided once an assessment of each client is carried out by a BetterBody Me therapist.
- 1.5. The BetterBody Me team reserve the right to refuse treatment with just or reasonable cause including if they believe it to be unsuitable or unsafe for the client.
- 1.6. The client has the right to refuse, modify or terminate treatment at any time, regardless of prior consent given.
- 1.7. All treatments provided by BetterBody Me Ltd will last for the specified duration purchased. i.e. a 30 minute treatment will last for 30 minutes.
- 1.8. The client has a duty to provide accurate and true medical and personal information, to the best of their knowledge, and to keep BetterBody Me Ltd up to date with details of any medication, symptoms, medical concerns or treatments they are having investigated or undergoing treatment for.

#### 2. YOUNG CLIENTS & VUNERABLE ADULTS

- 2.1. As a general rule BetterBody Me will only accept clients over the age of 16. If you wish for your child or ward who is younger than this to receive treatment then please contact BetterBody Me to discuss this.
- 2.1.1. Young clients (those under the age of 18) and vulnerable adults must be accompanied by a parent, guardian or care worker.
- 2.1.2. The parent, guardian or care worker must give permission for all treatments to be performed and sign the new client form.
- 2.1.3. The parent, guardian or care worker will be invited to stay in the room during the treatment and should remain present for the duration of the treatment.

#### 3. APPOINTMENTS

- 3.1. You can make an appointment with BetterBody Me Ltd via our website, telephone, text or email.
- 3.2. Appointments are available for a variety of durations from 30 minutes to 2 hours.

- 3.3. Upon making a booking, you will receive an email confirming all the important details, along with an email reminder, up to 48 hours prior to your appointment.
- 3.4. If this is your first appointment with us, you will also receive a New Client Consultation Form via email. Please complete this because we will not be able to treat you until you have, and completion on the day will be part of your appointment time.

## 4. CANCELLATIONS, LATE ARRIVALS

- 4.1. BetterBody Me cancellation policy is 24 hours. You must notify us of any cancellation at least 24 hours prior to the treatment time to be eligible for a full refund. Appointments that are not attended or that are cancelled within 24 hours will be charged at the full rate (or one session will be deducted in lieu if purchased as part of a package).
- 4.1.1. Please email or telephone (and leave a message if the call is not answered) BetterBody Me to cancel an appointment as soon as is possible if a foreseeable event is likely to prevent you from attending, for example illness, caring responsibilities or adverse weather conditions.
- 4.1.2. An invoice for any cancellation / 'no show' charges will be sent to you by email for payment by bank transfer within 7 days. Following a cancellation, payment must be received before any further massage bookings can be taken.
- 4.1.3. We understand that there are sometimes exceptional circumstances that prevent you us from keeping appointments at the last minute, for example CoVId19 symptoms, complications with pregnancy or a long- term medical condition which varies from day-to-day. In instances such as these we will discuss cost implications with you on a case by case basis.
- 4.1.4. If any cancellation is made by the BetterBody Me team then an alternative treatment date will be provided, if this is not suitable then a full refund will be provided.
- 4.2. It is important that our agreed appointment time and duration is adhered to. We appreciate that sometimes, things happen, and you may arrive a little later or need to leave a bit earlier than planned. If possible please call us to let us know that this is the case.
- 4.2.1. We cannot make up the missed time by overrunning or adding time to future appointments.

#### 5. PAYMENT, REFUNDS & PROMOTIONS/ SPECIAL OFFERS

- 5.1. BetterBody Me Ltd accepts payment:
  - online at www.betterbodyme.co.uk,
  - with your therapist via our Zettle (PayPal) card reader,
  - in cash, and
  - in some circumstances by cheque or bank transfer.
- 5.2. As set out in section 4 of these T&Cs clients who fail to attend or and do not notify us of a cancellation at least 24 hours before their appointment time will either:
- 5.2.1. be sent an invoice due for payment within 7 days of receipt, or
- 5.2.2. for those clients who have pre- paid and cancelled within 48 hours, the amount due for refund will be processed by BetterBody Me within 7 days of the appointment date.
- 5.3. BetterBody Me Ltd reserves the right to cancel any Promotions/Special Offers at any time.
- 5.3.1. Each promotion/ special offer will have its own terms and conditions by which it is redeemable
- 5.3.2. Promotions/ special offers have no monetary value.
- 5.3.3. Promotions/ special offers cannot be used in conjunction with any other treatment packages, promotions or special offers.

## 6. BLOCK TREATMENT PACKAGES

- 6.1. All BetterBody Me packages are promotional products; they offer the client discounted rates on BetterBody Me therapies and treatments. As such they cannot be used in conjunction with Private Health Insurance or other promotional offers that may be running at that time.
- 6.1.1. Packages are non-transferable between clients.

6.1.2. Packages are valid for a 6-calender month period only and will become void on the anniversary of the date of purchase with no refund for any unused amount.

# 7. COMPLAINTS

- 7.1. If a client wishes to make a complaint about BetterBody Me Ltd, this must be emailed to **daronwilliams@betterbodyme.co.uk** or in writing via recorded delivery to BetterBody Me, 36 Sheraton House, Cambridge, CB3 0AX.
- 7.2. Complaints must include:
  - the date and location of the incident,
  - the full name of the complainant,
  - the individual(s) that the complaint is being made about,
  - details of the complaint, and
  - the desired outcome following the complaint.
- 7.3. All complaints will be taken very seriously. BetterBody Me will acknowledge the complaint in writing (via email where possible) within 5 working days of receipt of the complaint setting out details of the impartial individual who will investigate the allegations and full details of the process that will be followed.
- 7.4. BetterBody Me will ensure that any complaint made is investigated fully and impartially, a response will be provided within 30 working days of receipt of the complaint. Any action deemed necessary will then be actioned.
- 7.5. All complainants have 5 working days from the date that the response is received to contest the outcome if they so wish.
- 7.6. If your complaint is relating to GDPR and data protection then please also refer to our Privacy Policy.

## 8. **CONFIDENTIALITY**

- 8.1. All client information and clinical records will be safeguarded by BetterBody Me Ltd and will remain confidential. Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.
- 8.2. Consultations and client treatment details will not be discussed with anyone other than the client, unless the client is under the age of 18 or has a care worker or guardian.
- 8.3. In order to prevent unauthorised access or disclosure, we employ security measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We have also put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. We will retain your information for a reasonable period or as long as the law
- 8.4. Employees of BetterBody Me Ltd will have access to these records only for the duration of their contract with BetterBody Me Ltd, and solely for the purpose of providing you with the most appropriate treatment.
- 8.5. For more information, please review our Privacy Policy.

#### 9. WEBSITE AND SOCIAL MEDIA CONTENT, FEEDBACK FORMS

- 9.1. BetterBody Me Ltd owned Website and Social Media content includes:
  - Website: <u>www.BetterBodyMe.co.uk</u>,
  - Facebook: Daron Williams Fitness Health & Wellbeing,
  - Instagram: Daron WIlliams Fitness Health & Wellbeing
- 9.2. These sites, including testimonials will be authorised and managed at BetterBody Me Ltd discretion.
- 9.3. Photographs and videos will only be displayed with the consent of the people in the photograph, via completion of a media release form.
- 9.4. Media release forms can be requested by phone or email

9.5. Feedback forms will be sent to clients at BetterBody Me Ltd discretion. Returned content may be used in publicity material, on social media accounts and on the website, with the permission of the author.

## 10. HEALTH & SAFETY including COVID19

- 10.1. All practitioners at BetterBody Me Ltd are qualified, hold a current First Aid certificate, and hold professional and public indemnity insurance, for the services that they provide.
- 10.2. Due to the nature of massage and the need for close contact, all BetterBody Me Ltd practitioners will maintain a high standard of personal hygiene and clients are asked to ensure that they also maintain a high standard of personal hygiene.
- 10.3. If a practitioner is unwell, suffering from a cold or virus, infection or general ill health, they will not be allowed to work due to the risks of cross contamination. This may result in BetterBody Me Ltd contacting you to inform you of the issue at the earliest opportunity to make suitable alternative arrangements.
- 10.4. Clients are asked not to attend for a massage if they are unwell, suffering from a cold or virus, infection or general ill health. Please follow steps set out in section 4 of this document.
- 10.5. By booking an appointment, you consent to and accept any CoVid19 risk associated with a face- to- face appointment. You also agree not to attend an appointment if you or a member of your household have any CoVid19 symptoms as set out on the <u>gov.uk website</u>.
- 10.5.1. Before each appointment commences the client and therapist will be required to sign a health disclaimer form which sets out that they are not unwell or supposed to be quarantining due to CoVid19 concerns.
- 10.5.2. Should the client contract the CoVid19 virus, or be contacted by the Track & Trace service and advised to self-isolate, within 72 hours of an appointment having been attended they must inform BetterBody Me Ltd as soon as possible via telephone or email (daronwilliams@betterbodyme.co.uk).
- 10.5.3. Depending upon the timing, BetterBody Me will need to contact the practitioner and may need to contact other clients possibly affected, and to self-isolate.
- 10.6. BetterBody Me Ltd, including the practitioners, will not be held responsible for the loss or damage of personal items during your time at the BetterBody Me premises.
- 10.7. BetterBody Me Ltd holds the right to refuse or cease any treatment if a client is physically or verbally abusive towards any practitioner, or demonstrates inappropriate, aggressive or sexual behaviour. Such behaviour may result in a partial or total ban from BetterBody Me Ltd, and may also result in criminal proceedings.
- 10.7.1. Payment will be collected for the full treatment price, provided more than 10 minutes has been spent massaging the client and if the therapist is unable to collect money before leaving, an invoice will be sent to the client's home and email address for payment within 7 days.

## 11. VERSION HISTORY & DIRECTOR APPROVAL

Document Version:

1.0

Date of Director approval:

16<sup>th</sup> June 2021

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**Signature of Director:** 

Next review date:

1<sup>st</sup> July 2022