



## Fine Tuning Treatments Booking Terms and Conditions

These terms and conditions relate to services provided by Fine Tuning Treatments.

### **1. Definitions**

The terms herein shall be given the following meanings:

1.1 FTT means Fine Tuning Treatments.

1.2 Client means the person, company or organisation for whom the Services have been requested

1.3 Booking means period during which a Self Employed Therapist/Affiliate provides holistic wellbeing Services to the Client and as agreed in advance through a Client booking form or contract.

1.4 Service 'means the Service/s requested by the Client via the Booking Form, phone or email

1.5 Freelance Therapist means any person who is supplied by FTT with a view to carrying out Services for or on behalf of FTT.

1.6 Individual 'means the individual guest/employee of the Client attending the booking who has requested the Service

1.7 Premises 'means the service location address as provided by the Client or at The Retreat New Forest

1.8 Deposit means non-refundable amount to confirm and administer the Booking.

### **2. The Provision**

2.1 FTT shall provide qualified and insured Freelance Therapist/s to the Client at the Premises or TRNF for the agreed hours.

2.2 FTT shall instruct the Freelance Therapist to provide the Service as requested by 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 FTT will do its utmost to ensure the completion of the Booking in its entirety. If any FTT Therapist is unable to perform the Booking due to sickness, Covid-19 related reasons, injury or any other reason than FTT will use all reasonable endeavours to fulfil its obligation by providing an alternative Freelance Therapist/s. This may involve the Client/Individual changing their treatment choice depending on the replacement Freelance Therapist's skills. If an alternative treatment is provided, no refund will be given on the treatment. Should any part of the Booking not be fulfilled in its entirety, FTT will deduct on a pro-rata basis the cost of the unfulfilled portion of the Booking.

2.4 If an unforeseen / unavoidable circumstance does occur (an extraordinary event or circumstance beyond FTT's or the FTT therapist's control), FTT agrees to notify the client as soon as practicable and FTT has the right to cancel the Booking. Where Services have been paid for in advance but have not been rendered, the Client will be offered an alternative date or will be entitled to a refund from the date of cancellation for all such Services.

2.5 The Freelance Therapist reserves the right not to provide the Service for any Individual they deem unfit to receive such Service. Including but not limited to:

- Misconduct such as solicitation or suggestive comments
- Broken skin or lesions
- Any medical conditions not mentioned at the time of reservation
- Intoxication
- Pregnancy - Pregnancy massage is not provided during the first Trimester (12 weeks) of pregnancy and eligible clients can only receive pregnancy massage.
- Failure to meet Covid-19 screening criteria as outlined by FTT prior to treatment

Any illicit or sexually-suggestive remarks or advances will result in immediate termination of the Service. The Client/Individual will be liable for full payment of the scheduled Service.

2.6 Individuals who are 16 years or younger will require parental /guardian consent to experience a treatment. Pre booking discussion must be arranged.

2.7 FTT will supply an online booking system or template schedule where appropriate. Treatment times include changeover therefore actual treatment time is slightly shorter than listed.

2.8 FTT will endeavour to provide first treatment choices for all Individuals. Occasionally FTT may ask an Individual to provide a 2nd choice treatment if the first choice cannot be fulfilled. Some treatments may also be altered/affected in order to fulfil Covid-19 health and safety requirements.

### **3. Data Protection**

3.1 All information disclosed by the Client and Individuals in connection with FTT's Services will be treated by FTT as confidential and shall not without prior written consent of the Client/Individual be divulged to any person other than (on a confidential basis) those persons to whom it is necessary to supply such information.

3.2 FTT will share Client and Freelance Therapist contact details for the Booking. The contact details are for use on the day of the Booking only. Communication between the Freelance Therapist/s and Client after the date of the Booking is subject to consent given by the Client to the Freelance Therapist/Affiliate on the day of the Booking.

3.3 FTT will not contact the Client for marketing purposes by email, phone or text message unless the client has given prior consent. FTT will not contact the Client for marketing purposes by post if the Client has indicated that they do not wish to be contacted. The Client can change their marketing preferences at any time by contacting FTT by email: [welcome@finetuningtreatments.com](mailto:welcome@finetuningtreatments.com) or telephone on 07968 735314.

3.4 FTT operates an equal opportunities policy which means that any Individual, Client, Freelance Therapist/Affiliate, Employee will not be discriminated against on the basis of racial, ethnic or national

origin, gender, marital status, disability, sexual orientation, age or religious beliefs.

#### **4. Freelance Therapists**

4.1 Therapists are required to act in a professional and respectable manner at all times. Therapists are self-sufficient, providing FTT products and equipment for the treatments offered.

4.2 Freelance Therapists are not employees of FTT. Each is self-employed or engaged under a contract for services.

4.3 The Freelance Therapist is entitled to pre-scheduled breaks during the course of the Booking. These may be taken as individual breaks or as a single break depending on arrangements.

4.4 Freelance Therapists follow strict Covid-19 related health and safety protocols as per Government guidelines. **The FTT Covid-19 Therapist Health and Safety Measures are outlined here.**

#### **5. The Client's Obligations**

5.1 The Client must provide a suitable area for the Service to take place and a contact person for FTT to liaise with. (Air BnB only)

5.2 All Individuals receiving a complementary therapy treatment must complete a medical consent form, a FTT Covid-19 Consent Form and have read the FTT Covid-19 Client Information Sheet prior to treatment. Another disclaimer will need to be signed in person on the day of treatment.

5.3 The Client is responsible for ensuring the premises/venue both indoors and outdoors are maintained in a safe and efficient condition and in line with the FTT Covid-19 Client Information Sheet, with respect to health, safety and welfare with adequate room for the Freelance Therapist/Affiliate to perform the Service.(Air BnB Only) The Retreat will have a venue ready for you that meets all Health and Safety and Covid-19 Compliance Guidelines.

5.4 The Client is responsible for making the Freelance Therapist aware of any health and safety policies and practices relating to at the Premises and that the Freelance Therapist/Affiliate must adhere to whilst on the Premises.. .(Air BnB Only) The Retreat will have a

venue ready for you that meets all Health and Safety and Covid-19 Compliance Guidelines.

5.5 The Client will take all reasonable endeavours to ensure that Individuals limit the intake of alcoholic beverages prior to receiving complementary therapy treatment. The legal limit for driving is a suitable guideline.

5.6 The Client will ensure that Individuals arrive in time for their pre-scheduled treatments. Scheduled treatment times include changeover so actual treatment is slightly shorter than listed. The Freelance Therapists will make every effort to accommodate any changes due to lateness but in such an event FTT will have no liability for any loss of treatment time.

5.7 The Client is responsible for providing an accurate address and relevant contact details for the Event (Air BnB only). FTT will have no liability for any loss of treatment time due to inaccurate address information.

5.8 Should the Client require more treatments on the day, no other extra treatments may be given unless arranged with FTT. Cash payment on the day is not possible. Please email FTT to arrange.

5.9 The Client agrees to adhere to and action FTT's Covid-19 Client health and safety measures as published here and which is sent to the Client in advance of the booking. Should the client not adhere/action the health and safety measures, this may affect/alter or result in the cancellation of the Booking and standard cancellation protocol applies as outlined in section 7.

## **6. Payment By The Client**

6.1 The agreed fee for the Services is as shown on the Booking Form/ Client contract.

6.2 All fees will be pre-paid before the Booking unless it is a Corporate Booking in which payment terms will be set out in the contract. If payment is not received by the due date, the Booking may be cancelled.

6.3 The Booking deposit payment is a non-refundable fee and covers the cost of accepting and administering the Booking.

6.4 FTT reserves the right to charge interest on all payments made after the due date at a rate not exceeding three percent per annum above the base rate of HSBC Bank plc from time to time, interest to be calculated on a daily basis until satisfaction of any Judgment Debt or payment in full (whichever is later).

## **7. Cancellations and Charges**

7.1 Once a booking form has been accepted or Client contract issued, cancellations will incur the following charges:

7.1.1 Cancellations made with 7 days notice or more – 100% refund excluding deposit.

7.1.2 Cancellations made with less than 7 days notice – 50% refund excluding deposit.

7.1.3 Cancellation of Individual Treatment/Service with less than 7 days notice - no refund. It is recommended that the treatment/Service is shared between other Individuals.

7.2 FTT reserves the right to cancel the provision of the Service without notice in case of the illness, Covid-19 related reasons of a Freelance Therapist/ Affiliate or other circumstances beyond its control. FTT shall make reasonable attempts not to cancel the Service but the Client acknowledges that it may not be possible for an alternative Freelance Therapist/Affiliate to attend the Booking. In this circumstance the Client will be offered an alternative day or a full refund will be issued.

7.3 Any refunds due will be repaid back to the original payment method within 10 days of the cancellation date.

7.4 In the event that an Individual does not pass the Covid-19 Screening criteria required to experience a treatment and as outlined on the FTT Covid-19 Client Consent Form, a refund for the treatment or Service will be given. Should the entire Service need to be cancelled due to Covid-19 the Client will be offered the option to postpone the Service to a later date should they wish and any monies already received including deposit will be carried over to the new booking. If the client cannot postpone, a 100% refund including the deposit will be given.

## **8. Complaints and Refunds**

8.1 If a Client/Individual has received a treatment that does not meet expectations, the Client/Individual should speak to the Freelance Therapist/Affiliate directly at the Booking to resolve the issue.

8.2 If the Client/Individual is still dissatisfied after having spoken to the Freelance Therapist/Affiliate, the Client/Individual will need to contact FTT as soon as possible so that appropriate action or a refund can be discussed. Supporting evidence such as photographs may be requested. In order to be considered for a refund FTT requires notification of the dissatisfaction within 5 days of the treatment having taken place.

## **9. Liability and Insurance**

9.1 The Client acknowledges that the Freelance Therapist/Affiliate is an independent contractor and not an employee of FTT and that any liability as to the provision of a Service is between an Individual and the Freelance Therapist / Affiliate.

9.2 FTT is not responsible for any act or omission of the Freelance Therapist/Affiliate or for any negligence on their part.

9.3 FTT shall not be liable to the Client for any loss, injury, damage, expense or delay suffered by the Client or the Freelance Therapist/Affiliate. This exclusion shall extend (but not be limited) to the consequences of any act or omission (whether wilful, negligent, reckless, dishonest or otherwise) which takes place during the Booking on the part of the Freelance Therapist/Affiliate or the Client. The Client acknowledges that FTT's fees are set on the basis that it has no such liability.

## **10. Amendments**

10.1 FTT may update these terms from time-to-time by posting a new version on the FTT website. You should check this web page occasionally to ensure you are happy with any changes.

## **11. Jurisdiction**

11.1 These conditions and any contract into which they are incorporated shall be subject to English Law and the exclusive jurisdiction of the Courts of England.