

Client Terms and Conditions

1. About Us

We own the website www.nomoumassage.com, hosted on the Wix.com platform. These terms and conditions apply to the purchase of services from Nomou Massage Therapy and forms part of a contractual agreement with us. In addition to these terms and conditions, our Privacy Policy, Cookies Policy and Terms of Use are incorporated into the contractual relationship between you and us. Our full terms are available to view on our website at <https://www.nomoumassage.com/>

2. Definitions

In these terms and conditions, the following words will be given these meanings: 'Company' refers to Nomou Massage Therapy Limited and also referred to as 'Us' or 'We'

'Client' refers to the organisation receiving the services from the Company, including the provision of services to their employees or workers

'Services' refers to the provision of a therapy to the Client by a therapist working for the Company

'Therapist' refers to a third party used to carry out services on behalf of the Company

3. Interpretation

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.

The headings contained in these terms and conditions are for convenience only and do not affect their interpretation.

References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

4. Contract

When making a booking for services with us, we will confirm the details to you in writing and your acceptance to these terms forms a contractual agreement with us for the full services booked. Your acceptance shall be deemed to incorporate these terms and conditions. Any changes, cancellations and refunds are subject to these terms and conditions.

5. Therapy Services

Nomou Massage Therapy will provide a qualified and insured therapist to carry out the booked services at the Client's premises at the agreed time. The therapist will provide the therapy to those employees/workers as advised by the Client using their professional skills and judgement. The therapist will take into account any medical conditions as advised in advance by the employee/worker and reserves the right not to provide services to an individual if there is a determinable risk,

whether significant or not. The decision to start a therapy or continue with therapy at any stage, may be made solely by the therapist. All therapists have a minimum of £1 million professional indemnity insurance cover for the type of massage they perform. Nomou Massage Therapy shall not be liable for any malpractice by a therapist as this is covered by the aforementioned insurance.

6. Obligations of the client

The Client is required to give access to the therapist to carry out their services, which may involve allocating a separate area within the client's offices. The Client is responsible for ensuring that any designated area is suitable and does not pose any health and safety risks.

All employees, workers or other individuals receiving the therapy should be given general details of the service being offered including the requirement to declare any medical conditions that could affect the delivery of the service.

7. Amendments to Terms

Nomou Massage Therapy may revise these terms and conditions at any time and update this information. You should therefore ensure that you check the full terms and conditions available on the website, www.nomoumassage.com Your continued use of our website and our services constitutes your agreement to these terms and conditions as amended.

8. Payment

To accept and secure a booking you will be required to pay a deposit of 25%, unless agreed otherwise. We reserve the right to cancel any bookings if we do not receive any deposit requested within 14 calendar days of the date of invoice, or 7 days before the booked date for services, if earlier. Payment can be made by BACS transfer.

Bookings for services we supply are always subject to availability. Any prices or quotes given in whatever form are subject to change at any time prior to our acceptance of a confirmed booking.

Charges are subject to VAT to be paid at the prevailing rate.

Nomou Massage Therapy reserves the right to charge interest on all late payments at the rate of 3% above the base rate of Barclays Bank plc to be calculated on a daily basis until full payment is received, or there is full satisfaction of a debt as determined by a court of law. Any issues of non-payment will be passed on to our legal representatives.

9. Cancellation

In the event that we find it necessary for us to cancel a booking, we will always endeavour to give as much notification as possible. Where possible a substitute therapist may be used at our discretion.

If you need to change the date or time of a booking for our services, we will endeavour to accommodate the request, which may depend on a therapist's availability. If the change is requested within 7 days of the booked date, the

cancellation will be charged at 100% of the total booking amount, unless we are able to rearrange the date and/or time to suit both you and us. Any reduction or variation in the cancellation fee is solely at the discretion of Nomou Massage Therapy.

Nomou Massage Therapy will not be held liable for any incidental costs that occur as a result of cancellation including but not exclusive to costs relating to: travel, hotel, restaurants or food and drink purchases.

10. Refunds

Refunds are only available in the event of a total cancellation by us and where the services cannot be rescheduled. If you are unsatisfied with the services provided you should inform the therapist directly in the first instance, where practically possible. You can also notify us by email to info@nomoumassage.com. Any refunds given may take up to 10 days to be processed and be repaid to the original bank account.

11. Guests property

Nomou Massage Therapy does not accept responsibility for a client's loss, damage or theft of any property item.

12. Marketing

Marketing emails will only be sent to individuals who have specifically given their permission to receive such offers. Our client details and guest information is not for sale and is not passed to any third party except in the performance of contractual obligations or as required by law.

We reserve the right to contact all guests with specific information in order to fulfil our contractual and business obligations in line with the Data Protection Act.

We reserve the right to use any social media postings for promotional use of Nomou Massage Therapy in any form or media.

We reserve the right to take photographs at our events and use them for our business purposes. If you believe this may impact your right to privacy you should contact us, see below details.

Professional photographers must seek written permission from Nomou Massage Therapy prior to attending one of our events, if intending to take photographs or use any cameras/recording equipment that involves our business, therapists or showing our services.

13. Confidentiality

All personal information given to us will be handled with the up most confidence. Nomou Massage Therapy will adhere to all national and EU data protection, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner.

All personal and sensitive information that you send to us or forms part of our communications, will be kept confidential and will not be given to any unauthorised third parties except as required by law.

14. Data Protection

The use of personal information supplied to us is governed by Nomou Massage Therapy's "Privacy Policy". We keep data in our secured systems and will act to keep it secure in accordance with the Data Protection Act 1998.

Your personal information is not given to any third party unless express permission is given by the individual or as required by law. Any client testimonials or quotes will only be used on the website or other marketing material with the express permission of the individual.

Under Data Protection legislation all individuals have the right to access their personal data and when processing data on your behalf we will comply with the provisions of the Data Protection Act 1998 and subsequent legislation as enacted.

15. Website Disclaimer

Nomou Massage Therapy will not be liable if for any reason this website is unavailable for any period. Access to the site may be suspended temporarily or permanently at any time and without notice. We do not guarantee any specific result from use of this site.

Nomou Massage Therapy disclaims any and all liability for the acts, omissions and conduct of any third party users.

We do not guarantee that our site is secure or free from any worm or viruses. You must not transmit any worms or viruses or any code of a destructive nature either onto the website or using the website in any capacity. We will not be liable for any damages of any kind arising from the use of the website, including without limitation, direct, indirect, incidental and punitive and consequential damage.

16. Legal Liability

The Client accepts that the services are provided by an independent contractor and that Nomou Massage Therapy is not liable in any way for the performance of the service. Our total liability is for the total charges for the provision of the agreed services.

We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

As required by law, our liability is not limited in the event of death or personal injury caused by our negligence or in relation to fraud or fraudulent misrepresentation.

17. Links to Other Websites

Nomou Massage Therapy is not responsible for the contents or reliability of the links to any other websites from its website and does not endorse any views expressed on any other website. We cannot guarantee that web links will work all the time and have no control over the availability of linked pages.

18. Termination

An agreement for the provision of services may be cancelled or terminated with immediate effect by Nomou Massage Therapy if there is a material breach of

these terms and conditions or in the event of the Client company going into insolvency or receivership.

19. Force Majeure

While every effort will be made by Nomou Massage Therapy to provide the services as booked, where accepted, the full performance of this contract is subject to variation or cancellation by the Company consequent upon an act of war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions of the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of the Company.

20. No Waiver

No failure or delay by Nomou Massage Therapy in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver of a breach of any provision of the terms and conditions shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

21. Severance

If one or more of the provisions of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of these terms and conditions and shall remain enforceable.

22. No Partnership

Nothing in these terms and conditions shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship other than the contractual relationship expressly provided for in these terms and conditions.

23. Third Parties

No part of these terms and conditions shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

24. Contact

Nomou Massage Therapy is located in London, United Kingdom and can be contacted by email to info@nomoumassage.com

25. Jurisdiction and Governing Law

These terms & conditions and all disputes, whether contractual or otherwise, arising out of or in connection with them are governed by and shall be construed in accordance with the laws of England and Wales and each party submits to the exclusive jurisdiction of the English courts.

These terms and conditions were last updated on: [05/05/2019]