



## TERMS & CONDITIONS FOR SERVICES AND USING OUR WEBSITE

Welcome to Massage Renewal!

We provide a range of massage therapy treatment options (**Services**), and we're looking forward to working with you.

When we talk about "Massage Renewal", "we", "our", or "us" in these Terms, we are referring to Massage Renewal Ltd, a company registered in England and Wales (company number 13650986). Our registered office is at 20-22 Wenlock Road, London, N1 7 GU.

And when we talk about "you", that's you – our client.

### What are Services?

Through our wide range of massage treatment options – from deep tissue massage to hot stone massage – our trained, professional massage therapists take every care to understand you and your body's needs to offer a soothing and revitalising massage experience.

You can read a bit more about our Services options to see which treatment is right for you and your body on our website accessible here: <https://massagerenewal.uk/> (**Website**).

### About these Terms

We separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- PART A: Terms for when you engage us to perform Services
- PART B: Terms for when you browse and interact with this Website
- PART C: Liability and warranties, and interpretation provisions (applies to both engaging us to perform Services and browsing)

Before you engage us to provide Services, please carefully read these Terms. By clicking "accept" to these Terms, or otherwise engaging us to provide the Services, you agree to be bound by these Terms.

We've also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

**Part A FOR WHEN YOU ENGAGE US TO PERFORM SERVICES**

**1. KEY TERMS**

In these Terms, the following words and phrases have the following meanings:

Term	Meaning
Appointment	Means a booking you make with us for Services.
Appointment Request	Means a request submitted by you to us for an Appointment through the Website.
Designated Premises	Means the location at which you would like us to perform the Services.
Services	Means any massage therapy services provided to you.
Therapist	Means the Therapist who will be performing your Services.

**2. OVERVIEW OF SERVICES**

**2.1 DURATION OF THESE TERMS**

Subject to clause **Error! Reference source not found.**, these Terms commence on the date you tick the tick box to accept these Terms, and will continue in force, including in relation to all Appointments for Services made by you.

**2.2 AGE REQUIREMENTS**

- (a) By engaging us to provide you with Services, you represent and warrant that you are either:
  - (i) over the age of 18 years and accessing the Services for yourself; or
  - (ii) under the age of 18 years and have your parent or guardian’s permission to access Services.
- (b) If you are using Services and are under the age of 18, you must have the consent of and be accompanied by your parent and/or legal guardian in order to receive the Services.

**3. BOOKING AN APPOINTMENT**

**3.1 APPOINTMENT REQUEST**

- (a) To engage us to perform the Services, you must book an appointment with us via the Website (**Appointment Request**).
- (b) Submitting an Appointment Request constitutes your intention and offer to enter into a contract, where we will provide you with the Services you have ordered in exchange for your payment of the total amount displayed when submitting the Appointment Request (**Fee**).
- (c) At the time of submitting an Appointment Request, you may be required to provide information about yourself such as your name, mobile phone number, email address, billing details, relevant medical conditions, the premises at which you’d like the Services to be performed (**Designated Premises**), and other information as requested from us from time-to-time. You warrant that any information you provide to us is true, accurate and complete information.
- (d) Following an Appointment Request, we will send you an email confirming your Appointment or requesting you select an alternative time if your requested time or

date is no longer available. Availability at your desired time is not guaranteed. Appointment Requests may only be made one month in advance of your desired Appointment date.

- (e) You must provide us with all documentation, information and assistance reasonably required by us to perform the Services. We are not liable for any loss suffered by you as a result of and reserve the right not to perform the Services if you fail to provide us with all such relevant document information and assistance. In these circumstances, your Appointment will be treated as a cancellation by you in accordance with clause 4.4.
- (f) We reserve the right to reject an Appointment Request if we determine at our discretion that the Services are not right for you, if the Designated Premises is located outside of our area of operation, or for any other reason as determined by us. We are not obliged to let you know why an Appointment Request is rejected.

### 3.2 ACCOUNT

- (a) If you are required to create an Account via our Website or otherwise provide information to access our Services, you must provide true, accurate and complete information as requested and keep this information up to date after registration.
- (b) You agree that you're solely responsible for:
  - (i) maintaining the confidentiality and security of your access to your Account and/or your Account information and your password, if applicable; and
  - (ii) any activities and those of any third party that occur through your use of the Account, whether those activities have been authorised by you or not.
- (c) You also agree to let us know if you detect any unusual activity while using the Account as soon as you become aware of it.
- (d) We won't be responsible to you for any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your access to your Account information or your password, if applicable.

### 3.3 TYPES OF SERVICES

- (a) Services may be purchased as a one-off or in packages of multiple bookings (**Packages**).
- (b) Packages expire after 12 months from the date of purchase.
- (c) Except in extenuating circumstances and at our discretion, Packages are not transferrable to another person and must be received by the person nominated at the time of making an Appointment Request.

## 4. PROVISION OF SERVICES

### 4.1 DESIGNATED PREMISES

- (a) You agree to provide us with access to the Designated Premises to the extent reasonably required by us to perform the Services.
- (b) The Designated Premises must be suitable for the Therapist to perform the Services, including quiet and private, with space for the relevant equipment, adequate lighting and heating, and access to running water.
- (c) You warrant that the Designated Premises is safe for the Therapist to attend, including with obstacles removed and all animals restrained.
- (d) You must ensure that any required permissions or authorisations to use the Designated Premises to perform the Services have been obtained.

#### 4.2 THERAPISTS

- (a) We engage trained professional contractors as our Therapists.
- (b) While we undertake checks and conduct interviews to ensure our Therapists' suitability to perform the Services, we cannot guarantee the accuracy or completeness of our screening process.
- (c) You acknowledge that you request the Services at your own risk, and that you will use general common sense and precautions when inviting a Therapist into the Designated Premises to perform the Services.
- (d) You acknowledge and agree to treat all Therapists with respect and provide a safe location for the Therapist to perform the Services. The Therapist reserves the right to end the Services early or not perform the Services at all if the Therapist considers the environment in which the Services are being performed unsafe or otherwise uncomfortable. The Therapist and/or Massage Renewal (as applicable) reserves the right to pursue legal action for any offences committed against a Therapist during the Services.

#### 4.3 TIMING

- (a) Please ensure that you attend all Appointments at the scheduled start time and ensure your Therapist is able to access the Designated Premises at the scheduled start time.
- (b) If the Therapist is unable to commence the Appointment within 10 minutes of the scheduled start time, then:
  - (i) the Appointment will end at the scheduled end time and will not be extended on account of the delay; or
  - (ii) the Therapist may charge additional fees in accordance with clause 4.5 to extend the Appointment beyond the scheduled end time.

#### 4.4 RESCHEDULING OR CANCELLING SERVICES

- (a) If you cannot attend an Appointment, we ask that you please give us at least 24 hours' notice. If you provide at least 24 hours' notice to cancel an Appointment, you will not be charged a cancellation fee and you will be refunded the Fees for the Appointment within 14 days.
- (b) If you cancel an Appointment less than 24 hours before the Appointment time or fail to attend an Appointment, you will be required to pay the full Fee for that Appointment.
- (c) If we need to cancel your Appointment, we will let you know as soon as possible before the Appointment start time. You will then have the option of cancelling the Appointment and receiving a refund or rescheduling the Appointment.

#### 4.5 CHANGES TO SERVICES

- (a) If you wish to extend the duration of the Services you have booked during your Appointment or the type of Service you have requested, please let your Therapist know. The Therapist will endeavor to fulfil your request, however we do not make any guarantees in this regard.
- (b) If the Therapist agrees to vary the Services provided in an Appointment in accordance with clause 4.5(b), the additional fees due will be charged at an amount reasonably determined by us (**Additional Fee**) and must be paid in accordance with clause 5.

#### 4.6 DISCLAIMERS

- (a) Any information contained on our Website or provided by our staff, agents, employees or contractors as part of the Services is general and for informational purposes only, and should not be relied on as professional or medical advice. The Services are not a substitute for receiving medical advice, diagnosis or treatment.

- (b) The Services are not for everyone, and you must consider if the Services are right for you and seek medical advice to evaluate the risks if required. The Services may have an adverse impact on people with certain health conditions, and you agree that you receive the Services at your own risk. You acknowledge and agree that you must provide us with all relevant information (including relevant medical conditions) before performing the Services.
- (c) You acknowledge and agree that you must inform your Therapist if you experience any pain or discomfort during the Services.
- (d) We do not guarantee any particular results or outcomes as a result of receiving the Services, and individual results are based on a large variety of factors.

#### 4.7 COMPLAINTS

If you are unhappy with any of the Services, please get in touch with us via our Website with details of your complaint and we will endeavour to address your concerns.

### 5. PAYMENT

#### 5.1 PAYMENT

- (a) You must pay our fees in the amounts as displayed when submitting the Appointment Request, or as otherwise agreed in writing with you (**Fees**).
- (b) The Fees are required at the time of submitting your Appointment Request.
- (c) If you use our third-party payment provider to pay our Fees (**Payment Provider**), the processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.
- (d) Unless otherwise indicated, amounts displayed when submitting the Appointment Request are VAT-free.

#### 5.2 SUSPENSION OF SERVICES

We reserve the right to not perform any Appointment or suspend all or part of your Services indefinitely where you fail to pay the Fees in the amounts and times agreed.

#### 5.3 GIFT CARDS

- (a) We may issue gift cards for use on our Website. Gift cards are valid online at our Website and are redeemable through our checkout in accordance with the process set out on the gift card or otherwise communicated to you.
- (b) Gift cards are valid for 12 months from the date of purchase.
- (c) Gift cards may be transferred to different person. Please contact us if you would like to transfer your gift card to a different person.
- (d) Gift cards may be used in any number of transactions.
- (e) Gift cards are not legal tender, account cards, credit or debit cards or securities. They are not reloadable and cannot be exchanged or redeemed for cash, a discount, or anything else.

**Part B FOR WHEN YOU BROWSE THIS WEBSITE...****6. ACCESS AND USE OF THE WEBSITE**

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

**7. YOUR OBLIGATIONS**

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without our express consent;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Services;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact our reputation, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
  - (i) gaining unauthorised access to Website accounts or data;
  - (ii) scanning, probing or testing the Website for security vulnerabilities;
  - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
  - (iv) instigate or participate in a denial-of-service attack against the Website.

**8. INFORMATION ON THE WEBSITE**

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
  - (i) the Website will be free from errors or defects (or both, as the case may be);
  - (ii) the Website will be accessible at all times;
  - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
  - (iv) information you receive or supply through the Website will be secure or confidential; and
  - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

**9. INTELLECTUAL PROPERTY**

- (a) We retain ownership of the Website, all materials on the Website and any other content we provide to you in the course of providing the Services (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from the Company or as permitted by law.
- (c) In this clause 9, "**intellectual property rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in England and Wales and throughout the world.

**10. THIRD PARTY TERMS AND CONDITIONS**

- (a) You acknowledge and agrees that third party terms & conditions (**Third Party Terms**) may apply.
- (b) You agree to any Third Party Terms applicable to any third party goods and services, and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

**11. LINKS TO OTHER WEBSITES**

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

**12. THIRD PARTY HOSTING**

- (a) This Website is hosted by a third party and the terms and conditions of that third party may apply to your use of this Website to the extent applicable to you.
- (b) To the maximum extent permitted under applicable law and our agreement with our third party hosting provider, we will not be liable for any acts or omissions of that third party, including in relation to any fault or error of the Website or any issues experienced in placing orders for Services.

**13. SECURITY**

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

**14. REPORTING MISUSE**

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

## Part C LIABILITY AND OTHER LEGAL TERMS

### 15. LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by the applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) To the maximum extent permitted by the applicable law, neither us, nor any of our employees, contractors, directors, officers or agents (**Personnel**) will be liable to you for:
  - (i) any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by you, even if we or any of our Personnel have been advised of their possible existence, arising in connection with the provision of the Services or this agreement; nor
  - (ii) any direct damage loss or expenses arising from loss of customers, loss of profits, loss of anticipated profits or loss of savings, arising in connection with the provision of the Services or this agreement.
- (c) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under this agreement or in connection with the provision of the Services including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in England and Wales (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.
- (d) Without prejudice to the limitation of liability provisions above, in the event that you incur any loss, damage or expense arising out of this agreement, you agree that our maximum liability to you shall be limited to the sum of £100.
- (e) Nothing in this agreement shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (f) You indemnify us from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:
  - (i) any breach of this agreement by you; and
  - (ii) any negligent act or omission committed by you.

### 16. CONFIDENTIALITY, DATA & PRIVACY

#### 16.1 DATA PROTECTION

- (a) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy laws, including the General Data Protection Regulation 2016/679 (**GDPR**) and applicable national legislation that implements or supplements the GDPR or otherwise applies to data protection and privacy, and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (**Data Protection Legislation**) and the terms "controller", "processor", "process" and "personal data" shall have the meanings given to those terms in such Data Protection Legislation.
- (b) During and after the delivery of the Services, you agree that we will be processing personal data for our own purposes and as such will be a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:

- (i) us providing Services;
  - (ii) us and/or our independent contractors and third party suppliers may use your contact details to send marketing materials or other publications;
  - (iii) we may process personal data concerning our other clients and contacts in other ways for its own business purposes; and
  - (iv) we may process and transfer personal data as necessary to effect a re-organisation of its business.
- (c) During and after the delivery of Services, there may be limited occasions where we may process on your behalf as a processor any personal data you have provided to us. We will advise you in writing where we believe we may act as a processor and any such processing shall be in accordance with, and subject to, your instructions.
- (d) Before performing the processing, we shall document within the instructions the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the other terms prescribed by the Data Protection Legislation. We will ensure that all appropriate technical and organisational measures are taken to protect any personal data supplied by you to us against unauthorised or unlawful processing, accidental loss, destruction or damage, including when we subcontract any processing (for example, in the case of external storage of data).
- (e) Your instructions are taken to include our use, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.
- (f) By accepting this agreement you give positive consent for us to obtain, store and process information about you as described in the preceding paragraphs. You agree that where necessary you will have satisfied relevant statutory ground under the Data Protection Legislation in connection with the above-described categories of processing, before providing us with personal data. It is also a term of this agreement that any personal data supplied by us to you about employees/independent contractors of us and/or any third parties may only be used for the express purposes for which that information is provided to you.
- (g) Each party shall comply with the terms of the Data Protection Legislation.

## 16.2 THIRD PARTY DATA

- (a) You warrant, in relation to the personal information and all other data that you provide to us in connection with this agreement (**Third Party Data**), that:
- (i) you have all necessary rights in relation to Third Party Data, such that the Services can be performed in respect of that data;
  - (ii) you are not breaching any Law by providing us with Third Party Data;
  - (iii) we will not breach any Law by performing the Services in relation to any Third Party Data;
  - (iv) there are no restrictions placed on the use of the Third Party Data (including by any Third Party Terms) and if there are any such restrictions, you has notified us of this, and we have agreed to perform the Services in respect of that data (being under no obligation to do so); and
  - (v) we will not breach any Third Party Terms by performing the Services in relation to any Third Party Data.
- (b) You agree at all times to indemnify and hold us harmless and our officers, employees and agents from and against any loss (including reasonable legal

costs) or liability incurred or suffered by any of those parties, where such loss or liability was caused or contributed to a breach of a warranty in clause 16.2(a).

### 16.3 CONFIDENTIAL INFORMATION

Except as contemplated by this agreement, a party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any person any Confidential Information disclosed to it by the other party without its prior written consent.

This clause does not apply to:

- (a) information which is generally available to the public (other than as a result of a breach of these terms or another obligation of confidence);
- (b) information required to be disclosed by any law; or
- (c) information disclosed by Simpson Interiors to its subcontractors, outsourced workers, employees, cloud storage providers or agents for the purposes of performing the Services or its obligations under this agreement.

For the purposes of this clause 16.3, "**Confidential Information**" means information of or provided by a party to the other party under or in connection with this agreement or a Proposal that is by its nature confidential information, is designated by the party as confidential, or the other party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge.

## 17. NOTICES

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent; or
  - (ii) when replied to by the other party,
 whichever is earlier.

## 18. GENERAL

### 18.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

### 18.2 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

**18.3 SUBCONTRACTS**

Massage Renewal may at any time subcontract all or part of the Services without prior notice or permission from you. Massage Renewal will be responsible for the actions of its subcontractors.

**18.4 THIRD PARTY RIGHTS**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**18.5 WAIVER**

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

**18.6 SEVERANCE**

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

**18.7 JOINT AND SEVERAL LIABILITY**

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

**18.8 ASSIGNMENT**

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

**18.9 ENTIRE AGREEMENT**

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.