

Terms and Conditions for Massage

Key words:

- We, us or our means Masaj Limited; and
- You or your means the person whom the massage (referred to as the 'treatment') relates to.

Appointments and payment

All bookings are made using our online booking form where you can choose the treatment you wish to book as well as the date and time where there is availability. Only card payments are accepted using our online booking system.

Upon booking you will receive an email confirming the details of your appointment. Please contact us if you do not receive the confirmation email within 24 hours of making your booking online.

Late Arrivals and No Show

You must arrive at least 5 minutes prior to your appointment. This is so you have time to complete the client consultation form which you will be expected to complete before your treatment.

If for any reason you arrive late to your appointment, this will result in your treatment time being reduced out of consideration to the next client. All late arrivals will be charged at 100% full value.

Cancellation

We require at least 24 hours notice if you wish to cancel or reschedule an appointment. Provided a minimum of 24 hours notice is given to us then you will be offered the option to reschedule your appointment for a more suitable date. If no suitable date can be agreed then you will be entitled to a full refund of the amount you paid for the treatment at the time of booking.

If less than 24 hours notice of cancellation is provided or failure to attend an appointment without any notice, then we are entitled to keep 25% of the value paid for the treatment you have booked with the remaining 75% to be refunded to you using the same details you paid with at the time of booking.

Please let us know as soon as possible if cancellation is foreseeable.

Pregnancy

Treatments will be offered if you are in your second or third trimester of pregnancy. Please disclose if you are pregnant at the time of booking under the 'How Did You Find Us' comment box so we may ensure that the Therapist who is most skilled in carrying out treatments on a person who is pregnant, will be allocated.

Any customers in their first trimester should not book a treatment with us and if once booked it is found out that you are in your first trimester of pregnancy then the treatment will not be carried out and you will be given a refund of the amount paid at the time of booking.

Please note we will not be liable for any consequences in connection with you not disclosing your pregnancy to us prior to your appointment.

Payments and gratuity

We are pleased to confirm that any tips or gratuity will go directly to the Therapist who carried out your treatment.

Gift vouchers

Gift vouchers will be available to purchase from our studio and can be used towards any massage treatment we offer on our website.

If you wish to book an appointment using a gift voucher then please contact scarlet@masaj.me directly to book an appointment. We cannot take gift voucher bookings using our online booking system.

Health conditions

When making your booking please advise us of any health conditions and any medication you are taking. On the day of your treatment, your Therapist will ask you to complete a client consultation form to ensure we are providing you the very best service and results, while assuring your comfort and safety.

Age Policy

Clients under the age of 16 years old must be accompanied by a parent or guardian. This parent or guardian must give permission for the agreed treatment to be performed and will be requested to co-sign the client consultation form. They must be present throughout the duration of the appointment including being present in the room whilst the treatment is taking place.

Accessibility

Our Studio has wheelchair access and is suitable for people with visual and hearing impairments. If you have any specific questions or concerns then please contact scarlet@masaj.me prior to your appointment.

Therapist(s)

If you would like a specific Therapist to carry out your treatment then you will need to email scarlet@masaj.me immediately after making the booking. Please note we cannot guarantee that the Therapist of your choice will carry out your treatment but we will do our best to meet your request.

Etiquette

Clients must not use mobile phones when the treatment is taking place. This is to ensure maximum relaxation and the full experience is enjoyed by the client. Chargers will be provided on site so you may leave your phone on charge whilst you are getting your treatment done.

We or our Therapists will not be held responsible for the loss or damage of personal items, including mobile phones, during your time at our studio.

We hold the right to refuse treatment if a client is physically or verbally abusive towards any of our staff or Therapists, including but not limited to any inappropriate, aggressive or sexual behavior including if the client is heavily intoxicated.

Our Therapists maintain a high standard of personal hygiene and we ask all clients to ensure that they also maintain a high standard of personal hygiene prior to their appointment.

Feedback and complaints

If you wish to leave any feedback or if you are unhappy about your treatment and want to lodge a complaint then please email scarlet@masaj.me setting out your name, date and time of appointment, the name of your therapist (if known) and your comments.

We endeavor to respond to any complaints within 3 working days of receiving your written comments.

Insurance

We are fully insured and our level of indemnity is £4,000,000.

Terms and Conditions of Online Purchase of Goods and/or
Services

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- We, us or our means Masaj Limited; and
- You or your means the person using our site to buy goods and/or services from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- email (scarlet@masaj.me); or
- telephone (+447946317326).

Who are we?

*We are registered in England and Wales under company number:
11352446*

*Our registered office is at: 228A Bethnal Green Road, London,
England, E2 0AA.*

*The details of this contract will not be filed with any
relevant authority by us.*

1. Introduction

- 1.1 If you buy goods on our site you agree to be legally bound by this contract.
- 1.2 This document does not affect any statutory rights you may have as a consumer.

2. Your privacy and personal information

- 2.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

2.2 Our Privacy Policy is available on our website and a hardcopy can be provided upon request.

3. Ordering goods and/or services from us

3.1 Below, we set out how a legally binding contract between you and us is made.

3.2 You place an order for goods and/or services on the website by clicking on the treatment or goods you wish to purchase and then making the relevant payment by providing your card details when requested. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

(a) When you place your order at the end of the online checkout process (eg when you click on the 'pay now' button) we will acknowledge it by email.

(b) We may contact you to say that we do not accept your order. This is typically for the following reasons:

(i) the goods and/or services are unavailable;

(ii) we cannot authorise your payment;

(iii) you are not allowed to buy the goods and/or services from us;

(iv) we are not allowed to sell the goods and/or services to you;

(v) you have ordered too many goods; or

(vi) there has been a mistake on the pricing or description of the goods and/or services.

(c) We will only accept your order when you receive a confirmation email from us confirming your appointment for the services or confirming your order for the goods. At this point:

(i) a legally binding contract will be in place between you and us; and

(ii) we will dispatch the goods (where you have purchased goods) to you.

3.3 If you are under the age of 16 you may not be able to buy certain goods and/or services from us because you are too young.

4. Distance contracts: right to cancel

4.1 This section only applies if you offer to contract with us as a consumer - that is an individual acting wholly or mainly outside your trade business, craft or profession.

4.2 Subject to clause 4.5, you have the right to cancel a contract for goods and/or services with us within 14 days without giving any reason.

- 4.3 For the purchase of goods, the cancellation period will expire after 14 days starting from the day after the day on which the goods came into your physical possession, or the physical possession of a person identified by you to take possession of the goods.
- 4.4 If you order multiple goods at the same time that are delivered on different days then the 14 days start the day after the day on which the last of the goods come into your physical possession, or the physical possession of a person identified by you to take possession of the goods.
- 4.5 The cancellation period is 14 days after the day on which the contract is entered into for services. Therefore the 14 days will begin from the day after the day you booked your appointment for your massage treatment using our website.
- 4.6 Where the appointment date is less than 14 days from the day after you made the appointment then you will lose the right to cancel. However, providing you give us more than 24 hours notice, we will be happy to reschedule your appointment for an alternative date. If no alternative date can be agreed then as a gesture of good will we will cancel your appointment and you will be entitled to a refund in accordance with clause 6.
- 4.7 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post to 228a Bethnal Green Road, London, E2 0AA or by sending an email to us at: scarlet@masaj.me). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To Masaj Limited

[228a Bethnal Green Road, London, E2 0AA]

[scarlet@masaj.me]

I hereby give notice that I cancel my contract of purchase of the following goods/services:

-
-

Goods/services ordered on/received on:

Order reference number (if applicable):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper),

Date

[] Delete as appropriate*

5. Effects of cancellation of goods

- 5.1 If you cancel a contract for the purchase of goods in accordance with clause 4 then we will give you a full refund of the amount you paid to us in respect of the order including the costs of delivery to you, except where you chose a kind of delivery costing more than the least expensive kind of delivery that we offer then we reserve the right to retain the difference in cost between the kind of delivery you chose and the least expensive kind of delivery that we offer.
- 5.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We may recover the amount by deducting it from the refund due to you or require you to pay that amount direct to us.
- 5.3 We will make the reimbursement without undue delay, and not later than:
- (a) 14 days after the day we received back from you any goods supplied; or
 - (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
 - (c) if there were no goods supplied (i.e. the contract was cancelled before the supply of the goods), 14 days after the day on which we are informed about your decision to cancel this contract.
- 5.4 We will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 5.5 If you have received goods:
- (a) you shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
 - (b) you will have to bear the direct cost of returning the goods.
 - (c) you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

6. Effects of cancellation of services

- 6.1 If you cancel a contract for the purchase of services i.e. where you have paid for a massage treatment, then you will be entitled to a full refund provided you give us not less than 24 hours notice (prior to your scheduled appointment) in writing (by email or post) of the cancellation.

6.2 If you give us less than 24 hours notice before your appointment to cancel your appointment, then you lose the right to receive a refund.

7. Exchanges of goods

7.1 We will offer an exchange of unwanted goods you have purchased providing the goods you originally purchased are in their original condition.

7.2 Providing the goods are in original condition, you will have 28 days from the date you received the goods in your physical possession to exchange your goods for other goods sold on our website.

7.3 You are liable for the delivery costs in returning and exchanging your unwanted goods

7.4 You will bear the difference in value between the unwanted goods and the goods you wish to replace your unwanted goods with.

8. Delivery of goods

8.1 We will use reasonable endeavours to deliver your products on or before the date for delivery set out in the order confirmation.

8.2 Unless there are exceptional circumstances, all deliveries of goods will be dispatched within 30 days following the later of receipt of payment or the date of the order confirmation.

8.3 If something happens which:

(a) is outside of our control; and

(b) affects the estimated date of delivery;

we will let you have a revised estimated date for delivery of the goods.

8.4 Delivery of the goods will take place when we deliver them to the address that you gave to us.

8.5 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

8.6 We do not make deliveries to any addresses outside of the UK.

9. Payment of goods and/or services

9.1 You must, during the checkout process, pay the price of the goods and/or services you order.

9.2 Payments may be made by any of the permitted methods specified on our website from time to time.

9.3 If your payment is not received by us and you have already received the goods and/or services, you:

- (a) must pay for such goods/and or services within 7 days of receiving the goods/and or services; or
 - (b) where you have received goods, you must return the goods to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- 9.4 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 9.5 The price of the goods and/or services:
- (a) is in pounds sterling (£)(GBP);
 - (b) includes VAT at the applicable rate; and
 - (c) does not include the cost of delivering the goods (where goods are being purchased).

10. Goods and/or services

- 10.1 The packaging of the goods may be different from that shown on the site.
- 10.2 We try to make sure that all weights, sizes, measurements and colours are set out on the site as accurate as possible however the actual goods you see on your computer may vary depending on the monitor you use.
- 10.3 Each goods/and or services on our website is described on the relevant page of our website.
- 10.4 We may periodically change the goods and/or services available on our website, and we do not undertake to continue to supply any particular goods and/or services.

11. Faulty goods

- 11.1 You can obtain guidance on your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') by visiting the Citizens Advice website www.citizensadvice.uk or calling 03454 04 05 06.
- 11.2 Nothing in this contract affects your statutory rights. You may also have other rights in law.
- 11.3 Please contact us using the contact details at the top of this page, if you want:
- (a) us to repair the goods;
 - (b) us to replace the goods;
 - (c) a price reduction; or
 - (d) to reject the goods and get a refund.

12. End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

13. Limit on our responsibility to you

13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

(a) losses that:

(i) were not foreseeable to you and us when the contract was formed; or

(ii) that were not caused by any breach on our part;

(b) business losses; and

(c) losses to non-consumers.

14. Complaints, law and jurisdiction

14.1 We will try to resolve any disputes with you quickly and efficiently.

14.2 If you are unhappy with:

(a) the goods;

(b) our service to you; or

(c) any other matter;

please contact us as soon as possible.

14.3 The laws of England will apply to this contract.

14.4 Any disputes relating to a contract under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

15. Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.