

## TERMS & CONDITIONS



### **1. Definitions**

The following terms have specific meaning:

- 'we', 'us', 'our(s)' and 'massage therapist', 'logo' refers to From Head To Toes
- 'you' or 'your(s)', 'client(s)', 'group lead', 'hostess', 'he', 'she' refers to potential or actual client of From Head To Toes.

### **2. Accuracy and Information**

We have taken care to ensure that published information and prices are accurate, however if we identify an error in our publication, we will inform you before confirming your booking. The revised information then will form part of your booking agreement. If an error is discovered after your booking is made, we will communicate it prior to your physical treatment in writing (via email, text message, or other digital communication form).

If treatment time is changed (extended or decreased) on site just before, during or after actual treatment, massage therapist can ask client to initial on the "First Time Client Intake form", "Health Information Update form" or other From Head To Toes paper form publication that will constitute as new booking arrangement in a real time.

Very rarely, however human error may occur with regards to a verbal or written information provided or sent to you as part of a quote(s) to facilitate an estimate of larger or small group retreat treatment time(s) or price(s). From Head To Toes will not feel obligated that they are to be provided, unless they are specifically quoted on the actual booking confirmation.

### **3. Bookings. Cancellations. Re-scheduling.**

Bookings requests can be made via WhatsApp business, From Head To Toes online calendar via email or phone.

We reserve the right to modify, cancel or reschedule your treatment time on the day of or prior, if necessary.

At the time of your booking you advised to mention if you have our Family Pack, Gift Certificate or other offered discount that has a Your name, From Head To Toes name or Logo and signed confirmation, name of the service or price listed, as well as expiration date. That will help to ensure accurate billing from our side.

**Cancellation** with less than **24 hours** is subject to full charge for your massage treatment time that has been confirmed by From Head To Toes, as that time has been set aside specifically for you.

If you need to reschedule your appointment, you can reach out to us via email ([info@fromheadtotoes.nl](mailto:info@fromheadtotoes.nl)) or phone (0623413385), **NO later than 24 hours** prior your scheduled appointment time.

Booking rescheduling will be subject to alternative availability in From Head To Toes staff calendar, that is subject to change.

You must be 18 years or older to book an appointment. Parent or Guardian presence at the time of treatment is required in the case of a minor.

Group bookings may be paid for by one individual or can be paid separately, providing the lead guest or hostess has provided other parties in the group with the booking references and the correct amount to be paid. We will only provide the lead guest or hostess with any of the booking details.

Group or retreat bookings for short term massage treatments are permitted for maximum of 4 hours per location (household or otherwise), unless it is agreed and confirmed upon extending those hours with From Head To Toes.

We will not be held obligated to extend treatment window for more when four (4) hours if the client or hostess (group lead) is at fault with time in discrepancy due to incorrect information (address for location, phone number or email for immediate communication, group number for a scheduled retreat) need to provide confirmed massage treatment(s). Group lead or hostess will be charged for confirmed bookings in a time reserved for that group/or retreat, unless there is an emergency related and documented reason for that booked service to be shortened. All retreat bookings will be confirmed via email, phone call, WhatsApp business or other digital communication system.

### **4. Massage Treatment time**

Please note that treatment time also includes education that is given (if necessary or requested by the client in real time within the scope of massage therapy practice) pre or post your actual massage treatment, therefor

massage treatment time can be altered (extended or decreased) with a verbal confirmation from you (refer to section 2). That increased or decreased treatment time might or might not reflect on the price accordingly. Your massage treatment time does not include massage therapist setting up time or cleaning up time, or your recovery time post treatment. If your therapist has arrived later than your scheduled treatment, your scheduled treatment time will not be impacted unless it is changed by you and initial confirmation is processed in a real time.

#### **5. Payments and Discounts**

Your payment will be processed before or after your treatment. We accept cash, our gift certificates, bank transfer payments to From Head To toes directly or the use of "Tikkie". From Head To Toes will send you a "Tikkie" link for a service(s) provided via WhatsApp business to your WhatsApp account. Payment is to be completed within 10-14 days of issued invoice date or sent payment link.

Posted massage treatment prices include VAT.

Only one discount or discount type can be used per booking.

Gift Certificates or other offered discounts expire on the day that was listed with the initial offer.

#### **6. Personal data and privacy. Security.**

The client provides From Head To Toes with a personal data and possibly medical or health related data necessary to conduct the treatment, access treatment location, payment information, means of preferred communication such as phone number, e-mail or other. We treat any of the provided data confidential according to the guidelines of the General Data Protection Regulation (GDPR). From Head To Toes will not sell or rent, or by any means expose that data to the third parties.

Your privacy is important to us. From Head To Toes asks per your booking to open a minimum 2.5m X 2.5m space that can constitute a treatment area for your massage service.

#### **Minor's.**

A parent must be present at the time of the minor's appointment. Parent or guardian must give signed permission on "First Time Intake form" for first-time client(s) if the client is less than 18 years of age. Refer to main menu, "FORMS".

#### **7. Liability**

From Head To toes is not liable for treatment damage(s) caused by incorrect and/or incomplete information provided by the client(s) on relevant medical conditions, medication used.

From Head To Toes is not responsible for damage to personal property. We have implemented a form to ensure that From Head To Toes and a client have a final confirmation that there is no damage (refer to FORMS on the website). Client must sign liability form per clients entrance or exit into clients home/or property.

If the personal property is needed to be moved to accommodate treatment space, it is the client's responsibility to move their property. The Therapist will not handle the client's property.

#### **8. Complaints**

If the client has a complaint about the treatment, he/or she must notify From Head To Toes during the treatment, or within 24 hours of treatment via email or phone. Complaints will be handled according to individual situation(s). Client has the right to terminate the treatment after the treatment is initiated, for reasonable health related circumstance(s). Client will be provided with a treatment termination form that will allow From Head To Toes to document the reasonable circumstance.

#### **9. Medical Conditions**

If you have a medical condition that is in question for massage treatment and is not highlighted at the time of the booking, and it can affect your booking being carried out, this will result in full charge for your scheduled booking. Medical condition likely to affect your treatment or in question must be addressed during actual booking time. We will not be held responsible if your treatment can't be carried out due to present or past medical (and medication) condition that is constituted as a contraindication or complication for your massage treatment.

#### **10. Gift Certificates**

All gift certificates are redeemable only for From Head To Toes massage treatments.

If your gift certificate is stolen or lost, the gift certificate will not be replaced without purchase confirmation email or other form proof of purchase.

You cannot use your gift certificate to purchase other gift certificates. Gift certificates can not be transferred for value or redeemed for cash. Unused gift certificates can't be exchanged or renewed.

Risk of loss of the gift certificate is transferred to the purchaser as soon as we send you a purchase confirmation via email, or other form of digital communication system.

We are not responsible for gift certificates that are undelivered or not received (by regular mail, email or other digital communication system) due to inaccurate address, personal or payment information provided during purchase process. If you have knowledge or suspect that gift certificate recipient did not receive gift certificate due to reasons mentioned above, we will not be responsible for that gift certificate being lost. Should a sent gift certificate return due to inaccurate delivery information for the recipient, we will attempt to contact you and assist in correcting delivery process.

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