# Nikki Bridgman

### (MAR. CThA Member)

# Qualified Reflexology Practitioner Reflexology, Facial Reflexology, VRT (Vertical Reflex technique)

## **Booking Policy & Terms of Business**

Thank you for choosing me to provide you with Services.

In booking my services you agree to my Terms of Business which includes Cancellation and Refund Terms.

If you do not agree to my Privacy Policy and Terms of Business, please refrain from booking my services.

#### Privacy Policy

In order to provide my Services I may collect personal data from you. Before making a booking through me, please read the privacy policy available on my website. My database is registered with ICO

#### **Eligibility**

These terms apply to Individuals using my Site and Services. If you are under 18 years of age, please note that you are not yet eligible to use the services provided. Sorry.

If you are a Business or other Organisation that wishes to use the Services, please email me to discuss you requirements: - right-here@therightpressure.co.uk

#### **Professional Services & Accreditation**

- I am a professionally qualified reflexologist (ITEC/VTCT). As a full Member of Association of Reflexologists (MAR) and a member of the Complementary Therapist's Association (CThA), I adhere to their respective Codes of Conduct and hold valid insurance
- In accordance with Legislation, AOR and CThA Guidance I am required to keep a record of any Treatment Consultations, Treatment Session Notes, and Treatment Feedback, on file.
- In booking my services you agree to this and understand that this is to meet the legal requirements of record keeping for Complementary Therapists. Please be advised that information stored on file is confidential.
- Personal information stored cannot be released to a third party without your prior written consent.

#### Contra-Indications & Contra-actions

- In booking my services, you agree that you will advise me, or an independent professional booked through me / my site, of any Contra-indications which may: -
  - Prohibit reflexology or other complementary therapy treatment
  - Restrict reflexology or other complementary therapy treatment
  - o Require GP approval for me to administer Reflexology treatment
- You agree to advise of any Contra-actions experienced after each treatment, and of any changes to your medical condition and wellbeing before the start of any follow up treatments, and

especially where there may be changes according to the Contra-Indications (as above: i.e. that would Restrict, Prohibit, or Require GP approval for, Reflexology treatment to be continued)

• A list of the type of Contra-Indications that may prevent Reflexology Treatment from me, or an independent professional booked through me, are available on My Site (website).

Please note that the list of Contra-Indications is for guidance purpose only. Always seek advice of your Qualified Health Practitioner.

- Where I, or an independent professional booked through me / My Site, determines that you present with a Contra-Indication, you acknowledge that we have a right to suspend further treatment until you have consulted with a qualified medical professional and have the written approval of the medical professional for me, or an independent professional booked through me / My Site, to continue with my services
- A list of the type of Contra-Actions that can be experienced during Reflexology Treatment from me, or an independent professional booked through me, are available via My Site (website)

Please note that the list of Contra-Actions is for guidance purpose only. If you are uncertain as to any condition you may have you should always seek advice from your Qualified Health Practitioner.

#### **Bookings and Cancellations**

- You acknowledge that you do not have any statutory right to cancel a booking made for a Professional Service. However, you have a contractual entitlement to cancel any booking you have made through me in the following circumstances and on the described terms;
- There is no cancellation fee if you cancel 72 hours before the agreed start time of your appointment
- If you make a booking that is within 72 hours of the appointment start time (where Late Cancellation, Very Late Cancellation, or Extremely Late Cancellation charges (as explained below) apply), then if you change your mind within 15 minutes of making your booking and notify me within 15 minutes of making the booking, that you wish to cancel your appointment booking, then this will be treated as a "Courtesy Period" and I, or an independent professional booked through me / My Site, will be willing to treat your booking as cancelled without requiring payment of all or any part of the applicable treatment fee and/or any cancellation fees
- If your cancellation of a booking is made via me / My Website:-
- Less than 72 (seventy-two) hours and more than 48 (forty-eight) hours before the agreed start time of your appointment then I, or the independent professional booked through me / My Site, will be entitled to retain / charge you a 25% of the session cost because it represents a Late Cancellation
- 48 (forty-eight) hours or less and more than 3 (three) hours before the agreed start time of your appointment then I, or the independent professional booked through me / My Site, will be entitled to retain / charge you a 50% of the session cost because it represents a Very Late Cancellation
- 3 (three) hours or less than the agreed start time of your appointment then I, or the independent professional booked through me / My Site, will be entitled to retain / charge you the full amount (100%) of the session cost because it represents an Extremely Late Cancellation
- You will also be charged the full Treatment Fee if you:
- Cancel a booking other than as permitted above;
- Attempt to cancel a booking on or after the Appointment Time; or
- Fail to attend a booking at the Appointment Time and/or at the Designated Premises.

- Any cancellation charges incurred must be paid in full before the next session
- Failure to pay cancellation charges in full will prohibit the booking of any subsequent sessions
- Please note that a cancellation fee is charged in order to: -
- compensate me, or any other Independent professionals that you book through me / my site, because it is not reasonable to expect me, or the Independent professional, to be able to provide a Professional Service at another booking where you cancel with short or no notice,
- nor is it reasonable to expect me, or the Independent Professional, to cover hire rates for a designated therapy space that formed part of the booking agreement
- Cancellation fees may in my absolute discretion be waived where you have been unable to cancel a booking without incurring the cancellation fee for genuine reasons which were outside of your control.
- Cancellation fees may in my absolute discretion be waived by me where I have been able to secure
  a replacement booking to replace the time and full cost of the booked appointment that you have
  cancelled
- Where cancellation fees are waived by me, for services provide by an independent professional booked through me / my site, I act as agent of the Independent professional who is the principal in supplying the Professional Service.

#### **Extensions and Delays**

- If you wish to extend the time you have booked a Professional Service, then I, or the Independent professional you have booked through me / my site, will endeavour to fulfil your request. This is subject to the availability of me, and/or the Independent professional when applicable, and payment of an additional charge for the extended time calculated in accordance with the Treatment Prices (each an "Extra Time Charge" and collectively, "Extra Time Charges").
- You understand that delays to the start of your session cannot impact or delay a subsequent session(s) that another(other) person(s) has(have) booked and scheduled with me, or an independent professional booked through me. Therefore;
- If you are delayed and unable to start the Professional Service at the Designated Premises at the Appointment Time agreed, then I, or an independent professional booked through me / My Site, will be entitled to end the session at the scheduled time and without making any adjustment to the Treatment Price to reflect the reduced time of the Professional Service
- If you are delayed and unable to start the Professional Service at the Designated Premises at the Appointment Time agreed, unless I, or the Independent professional booked through me / My Site, agrees to the contrary (which is within the sole discretion of me, or the Independent professional) then: -
- if I, or the Independent professional booked through me / My Site, agree with you to proceed with the Professional Service for the full time allotted notwithstanding the delayed start time, then you shall be obliged to pay before the relevant Professional Service is given, an additional charge calculated at the rate set out with the Treatment Prices for extra time
- Extra Time Charges for Extensions and/or Delays may in my absolute discretion be waived by me where there is no impact or delay to the provision of subsequent professional services, and no impact or delay to subsequent session(s) that another(other) person(s) has(have) booked and scheduled with me, or an independent professional booked through me

Extra Time Charges for Extensions and/or Delays will be collected through me / my site, where I
have acted as agent of the Independent professional

#### Refunds

- Packages and courses of treatments and/or services are offered at a discounted rate.
- If you take a package or course of treatments and/or services, and payment is taken in full and upfront, the refund due is dependent on how many treatments and/or services you have already received
- When you stop part way through a package and/or course, the treatments and/or sessions you have already received, will revert to being charged at full rate.
- The total price of the treatments and/or sessions already received, will be off set against the total amount initially paid, for the course of treatments and/or services. It is the difference between the two amounts which will be refunded.
- In some cases, you may end up owing me, or the independent professional booked through me / my site, a further payment, should the monetary amount for the initial package and/or course, be less than the treatments and/or services, already taken.

#### **Payment**

- Where Treatment Fees are payable through me / my Site, I collect or arrange collection of payment of Treatment Fees on behalf of me / the Independent professional booked through me / My Site. In each case, my receipt of your payment as agent for the Independent professional discharges your debt to that Independent professional for the amount paid.
- I will do all that I reasonably can to ensure that all of the information you give us when paying for the Professional Service is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on my part, I will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you may give me at any time.
- All payments by credit card or debit card need to be authorised by the relevant card issuer. I may also need to use extra security steps via Verified by Visa where applicable.

#### Prices

- The price of Professional Services (each a "Treatment Price" and collectively "Treatment Prices") varies according to the type, time of day, and duration of the Professional Service you book and also the location of the premises designated for the Professional Service to be provided to you by the Independent professional ("Designated Premises"). Treatment Prices are set from time to time and the Treatment Price you will be required to pay for a specific Professional Service (each a "Treatment Fee" and collectively "Treatment Fees") will be determined by reference to the Treatment Prices in force at the date when that Professional Service is booked.
- Full details of Treatment Prices are set out in my Site. Treatment Prices are liable to change at any time, but changes will not affect any booking which you have already made.

#### Referrals

 Complementary sessions offered in exchange for client referrals are offered at my absolute discretion. The total number of complementary sessions that any one person may receive in exchange for client referrals is currently four (4) 1 hour sessions.

- the total number of complementary sessions that any one person may receive can at my absolute discretion be increased or decreased. This will not affect the number of sessions agreed with you at the time the promotion was offered to you by me
- The number of client referrals required in exchange for a 1 hour complementary session is determined at my absolute discretion and may be subject to change. This will not affect the number of sessions agreed with you at the time the promotion was offered to you by me
- The scheduling of a complementary session is subject to availability and will be adjusted at my absolute discretion according to my treatment schedule

#### Your Use of The Services

- The Services are for your personal and non-commercial use and must only be used for the purposes of inquiring about or making bookings for Professional Services and / or purchasing Products as expressly described above. You must not use my Site, or the Services, to do any of the following (each of which is strictly prohibited):
- Engage in, or with, any inappropriate behaviour including but not limited to illicit or sexually suggestive remarks, sexual advances, excessive drinking of alcohol, drug use, and/or other inappropriate behaviour;
- Harass, abuse, threaten or otherwise infringe or violate my rights or the rights of any Independent professionals that you book through me / my site, (including any employees and personnel) or others;
- Restrict or inhibit any other user from using and enjoying the Services;
- Infringe the privacy rights, property rights, or other civil rights of any person;
- Data-mine, harvest or otherwise in anyway, collect information about others, including email addresses, without their consent;
- Use technology or other means to access My computer network, unauthorised content or non-public spaces;
- Introduce or attempt to introduce any viruses or any other harmful code, files or programs that interrupt or otherwise or limit the Services, My Site's functionality, or damage, disable or otherwise impair My servers or networks or attempt to do the same; or
- Engage in or encourage others to engage in criminal or unlawful conduct or breach My Terms including misuse of the Services for unlawful or unauthorised purposes.
- You agree not to breach My Terms in any way which may result in, among other things, termination or suspension of your access to the Services.

#### Your Responsibilities

• In addition to the responsibilities noted above, it is your responsibility to provide complete and accurate information at the time of booking or purchase. Failure to provide complete and accurate information may result in a rejection of your booking request, cancellation of your booking, an inability of me, or any Independent professional booked through me / my site, to provide the Professional Service as requested. Such failure may also result in loss or incorrect delivery of your booking confirmation or Order Confirmation.

#### Disclaimer

- As noted above, where I introduce individuals seeking Professional Services to Independent professionals seeking to provide such Professional Services, I am not liable or responsible for the fulfilment of any booking or the performance of the Independent professional. You acknowledge and agree that I am not responsible for addressing any claims you have as regards any Independent professional or any Professional Services, however I do try to assist by providing the intermediary services around resolving disputes and complaints as mentioned above
- I make no warranty or guarantee that My Site, or any other aspect of the Services is suitable for your intended use, error-free, timely, reliable, entirely secure, virus-free or available. I make no guarantee of particular results or outcomes by use of My Site, or any other aspect of the Services.
- Nothing in My Terms will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit and nothing in My Terms will exclude or limit my liability, in respect of any: death or personal injury caused by the negligence of me, fraud or fraudulent misrepresentation by me, or any matter which it would be illegal or unlawful for me to exclude or limit, or to attempt or purport to exclude or limit, its liability.
- I am not liable or responsible for any errors in or failure to provide the Services due to your error or failure to provide accurate and complete information.
  Whilst I make every effort to ensure that the Services are available, I do not represent, warrant or guarantee in any way the continued availability at all times or the uninterrupted use by you of the Services. I reserve the right to suspend or cease the operation of all or part of the Services from time to time at my sole discretion
- Use of My Site, and the Services is on an "as-is" and "as available" basis. To the maximum extent permitted at law in no event shall I be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, loss of data, lost revenues, loss of goodwill, loss of anticipated saving or profits, or arising out of or in any way connected with the use or performance of the site or services, or with the delay or inability to use the site or services, or with the provision of or failure to provide the site or services.

#### The Services are for General Information Only

- Content on My Site which is made available as part of the Services is provided for your general
  information purposes only. Nothing contained on My Site, or communicated any other way as part
  of the Services constitutes, or is meant to constitute, advice, opinion or guidance of any kind.
- I, and any Independent Professional booked through me / my site, do not provide medical advice or medical treatment. References in My Site, and elsewhere to "treatment" and "therapy" or any similar terms do not refer to medical treatment or medical therapy.
- The information presented on My Site, and otherwise as part of the Services is not intended to diagnose health problems or to take the place of professional medical care. Should you have a medical issue you should always consult with a qualified medical professional.

## **The Right Pressure**

Reflexology

www.therightpressure.co.uk www.facebook.com/therightpressure/ e: right-here@therightpressure.co.uk