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We have tried our best to make these clear and easy to read and where possible have avoided using legal terms and jargon. Upon booking of treatment, the client agrees to the following terms and conditions:

**1. Consultation**

- 1.1. An individual assessment and client history must be completed prior to any treatment commencing.
- 1.2. A client agreement and informed written consent form must be completed by the client prior to any treatment.
- 1.3. An initial consultation and treatment appointment must be booked prior to any follow up treatment booking.
- 1.4. All clients under the age of 18 must be accompanied by a parent or legal guardian during the session.
- 1.5. Treatment cannot be performed under certain medical conditions.
- 1.6. Restoring Balance reserves the right to refuse treatment to anyone whom is deemed to have a condition for which treatment is contraindicated - medical consent will be required.

**2. Booking and Payments**

- 2.1. Individual treatment sessions may be booked and paid for online, though can be paid in clinic by card or cash. Online bookings are made through our partner [www.acuityscheduling.com](http://www.acuityscheduling.com).
- 2.2. Where an invoice is produced at the clients request, payment will be required within 3 calendar days.
- 2.3. Where treatment sessions are undertaken away from the Restoring Balance clinic, travel will be charged at £0.45 per mile for the round trip.

- 2.4. Gift vouchers are non-refundable and are valid for 3 months from the purchase date unless otherwise stated.
- 2.5. Gift vouchers will not be accepted after the expiry date.
- 2.6. Gift vouchers can only be used for services specified on the voucher.
- 2.7. To redeem your voucher, email [hello@restoring-balance.co.uk](mailto:hello@restoring-balance.co.uk) or follow the booking links using the QR codes to book online.
- 2.8. Gift vouchers cannot be redeemed for cash, sold or transferred.

### **3. Lateness & No shows**

- 3.1. Arriving late will limit the time for your treatment. Your session will start as soon as possible and end on the scheduled time so that the next client is not delayed.
- 3.2. You will also be expected to pay the full amount of what would have been your treatment time should you arrive late to your appointment.
- 3.3. Where the schedule still allows time for your full treatment time, we will try and honour the additional time, however, we need to respect the appointment times that follow your appointment.
- 3.4. In the unlikely event that we are running late, you will receive your full scheduled treatment time.
- 3.5. Clients who are a no call/ no show for appointments will be charged full price (100%) for their session.
- 3.6. If you have a prepaid treatment, gift certificate or voucher and are a no call/show, it will be considered null and void. No exceptions.

### **4. Single Appointments – Cancellations & Refunds**

- 4.1. Unplanned issues come up for all of us. Claire Odd and/or Restoring Balance recognises this fact, and where possible will always try to accommodate our clients, however due to our pre-booked client schedule, and setting your appointment time, solely for your use, we respectfully request if you must cancel your scheduled appointment, notify us at least a minimum of 48 hours in advance.
- 4.2. Cancellation between 48-24 hours notice will result in 50% of the appointment fees being payable. Less than 24 hours notice, we reserve the right to charge the full price of your appointment.
- 4.3. If you have a pre-paid treatment, gift certificate or voucher and do not cancel within 24 hours of your scheduled appointment, it will be considered null and void. No exceptions.
- 4.4. The rights of cancellation and refund and any limitation expressed in these terms and conditions do not affect your statutory rights as a consumer.

### **5. Membership & Treatment Bundle Block Bookings**

#### **5.1. General Terms and Conditions – Membership & Treatment Bundle Block Bookings**

- 5.1.1. Membership and Treatment Bundles must be paid for in advance, but not all sessions have to be booked at time of payment.

- 5.1.2. Membership and Treatment Bundles purchased will have confirmation sent electronically to the email address provided.
- 5.1.3. Memberships and Treatment Bundles are already discounted.
- 5.1.4. Treatment Bundles are valid for six months from the date of purchase and are non-transferable and non-refundable.
- 5.1.5. Memberships and treatment bundle bookings allow you to book the relevant number of appointments or treatment time in accordance with the package you have purchased.
- 5.1.6. Appointments that are part of a membership or treatment bundle are not transferable to others.
- 5.1.7. Appointments that are part of the monthly membership can not be rolled over into future months.

## **5.2. Membership Renewal**

- 5.2.1. Memberships will not auto renew at the end of your term
- 5.2.2. Continuation is not guaranteed if the membership subscriptions are full.

## **5.3. Cancellation of appointments & non attendance**

- 5.3.1. Unplanned issues come up for all of us. Claire Odd and/or Restoring Balance recognises this fact, and where possible will always try to accommodate our clients, however due to our pre-booked client schedule, and setting your appointment time, solely for your use, we respectfully request if you must cancel your scheduled appointment, notify us at least a minimum of 48 hours in advance.
- 5.3.2. If you have a pre-paid treatment and do not cancel within 24 hours of your scheduled appointment, it will be considered null and void. No exceptions.

## **5.4. 14 day Cooling Off period – online purchases only**

- 5.4.1. If you have purchased your membership and treatment bundle online, you have a legal right to change your mind within 14 days and receive a pro rata refund where treatments have been given.
- 5.4.2. The 14-day cancellation period commences the day of your purchase start date which is stated confirmation email. This is called the 'cooling-off period'. If you choose to cancel within the cooling-off period, we will give you a refund. If you have already attended appointments during this period, the refund amount will be pro-rata.
- 5.4.3. For the 6 monthly membership there is a minimum commitment of 3 months, with a calendar months notice of cancellation required.
- 5.4.4. For the 12 monthly membership there is a minimum commitment of 6 months, with two calendar months notice of cancellation required.
- 5.4.5. The rights of cancellation and refund and any limitation expressed in these terms and conditions do not affect your statutory rights as a consumer.

**6. Administration & Outstanding Account Charges**

- 6.1. If you are part of the membership or are paying monthly for a treatment bundle and the direct debit payment/standing order/monthly payment method is not successful we will ask you to pay by cash, debit or credit card or bank transfer, in addition to a rejected payment fee (see 6.5).
- 6.2. You will not be able to book any membership or treatment bundle appointments until your payments are up to date.
- 6.3. Interest will be charged on any fees outstanding for more than 7 days at a rate of 8% above the Bank of England Base Rate.
- 6.4. Administration charges will be added for rejected and late payments to cover our administration costs.
- 6.5. This charge will apply to each letter or e-mail sent in accordance with our Terms and Conditions:
  - Rejected payment: £10.00
  - Late payment fee (7 days post appointment) £10.00
  - Arrears Letter (14 days post appointment) £10.00
  - Arrears Letter (21 days post appointment) £15.00

**7. Online Programmes**

- 7.1. People with any health conditions whether diagnosed or otherwise should consult with their doctor or health care team prior to undertaking any part of the programmes or treatments offered.
- 7.2. Restoring Balance accepts no responsibility whatsoever.
- 7.3. Under no circumstances, including but not limited to negligence, shall Claire Odd and/or Restoring Balance be liable for any special or consequential damages in any way whatsoever now or in the future that result from the use of or the inability to use any of the techniques or therapies used within this programme.
- 7.4. The information, techniques, methods and recommendations by Claire Odd and/or Restoring Balance are not intended to be a substitute for the diagnosis and a care of a qualified doctor/physician nor to encourage the treatment of illness by persons not recognisably qualified.
- 7.5. If you use any of the techniques and methods discussed and are under medical care for any condition, do not make any adjustments to any prescribed medication without the approval of your doctor/physician.
- 7.6. If in any doubt, you should seek medical advice.
- 7.7. Claire Odd and/or Restoring Balance has taken due care and attention with the information provided within this course and information is given in good faith.
- 7.8. The information given is not intended to constitute medical advice.
- 7.9. The information given is not intended to replace medical treatment.
- 7.10. Always consult your doctor/physician or primary health care provider before changing and evaluating treatment alternatives.
- 7.11. Claire Odd and/or Restoring Balance does not accept responsibility for any loss, damage or expense resulting from the use of information provided.

- 7.12. You agree to indemnify and hold Claire Odd and/or Restoring Balance harmless agreeing to these conditions upon purchase of the course.
- 7.13. Participating in the Programme does not guarantee success, and Claire Odd and/or Restoring Balance makes no representation or guarantee through Client's participation in the Services.
- 7.14. All information on the website or included in statements, testimonials or materials made or distributed by or on behalf of Claire Odd and/or Restoring Balance are for informational purposes only, and are not intended to be relied on by Client or to constitute a representation of the effects or benefits of the Services.
- 7.15. Assumption of Risk, Release of Liability, and Agreement to Arbitrate:

PLEASE READ THE FOLLOWING CAREFULLY. BY PURCHASING A COURSE, WORKSHOP, or MASTERCLASS, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS.

By purchasing the programme, you further represent that you have read and understood and agree to the following:

- 7.16. I freely and voluntarily choose to participate in the programme provided by Claire Odd and/or Restoring Balance.
- 7.17. My participation may include unknown negative reactions.
- 7.18. I accept any and all risks for any adverse reactions that I may have. I understand that participants with certain health conditions are not recommended to participate in the Programme.
- 7.19. I hereby assume all such risks associated with the programme, known or unknown, including without limitation injury, illness, death, and/or other adverse reactions.
- 7.20. I am aware of such risks associated with the programme, including my own physical condition and the actions or conduct of others that I may come into contact with after participating in the programme. I understand that by participating in the programme, I may experience emotional personal memories.
- 7.21. Assuming all such risks, I hereby release, waive any and all claims against, will not sue and will hold harmless, Claire Odd and/or Restoring Balance, the provider from all actions, omissions, causes of action, suits, debts, damages, losses, judgments, injuries, liabilities, and claims and demands whatsoever, in law or in equity (collectively, "Claims"), including without limitation personal injury and death, emotional distress, indirect damages, consequential damages or exemplary damages, even though such Claims may be caused by or result from the negligence or carelessness of such released parties.
- 7.22. I agree that this waiver and release binds me and my heirs, distributees, guardians, legal representatives, successors and assigns. Further, I agree to indemnify, protect, defend and hold harmless Claire Odd and/or Restoring Balance, the Provider, its owners, members, managers, officers, employees, agents and representatives, from and against all Claims arising from or in

connection to my involvement or participation in the Services offered by Provider.

- 7.23. Once payment has been made, there are no refunds and acceptance that this course is with a no refund policy.
- 7.24. If on a payment plan, you accept that payments must be made on time and that cancellation of payment plan is not permitted unless discretionary at request Claire Odd and/or Restoring Balance with proof of reason.
- 7.25. Should payment not be made in a timely fashion, this can be pursued externally by law and may result in legal action
- 7.26. By purchasing the programme, as the "Client", I accept the foregoing disclosure, disclaimer, assumption of risk and waiver and attest. I have carefully and completely read and agreed to all of the foregoing:
  - 7.26.1. All of my questions have been answered to my full satisfaction;
  - 7.26.2. I am not relying on any statement, representation or warranty, agreement or promise that is not expressly set forth in writing signed by Claire Odd and/or Restoring Balance.
  - 7.26.3. I am aware that this is an assumption of risk, release of liability and agreement to arbitrate and that I am giving up legal rights; and
  - 7.26.4. I have purchased the course of my own free will and understand my obligation to pay whether in full or by payment plan.
- 7.27. I have read and agree to the provisions stated above for myself, the Client. I agree to indemnify, protect, defend and hold harmless Claire Odd and/or Restoring Balance, its owners, members, managers, officers, employees, agents and representatives, of all liabilities, claims, losses, damage or injury to person or property which may occur or be incident to Client's involvement or participation in the Services offered by Claire Odd and/or Restoring Balance
- 7.28. This course is non-refundable and once purchased, understand that there is a no refund policy. If a payment plan is undertaken, the client will undertake to satisfy all payments and may be subject to legal action should the payments not be met.
- 7.29. The Provider Claire Odd and/or Restoring Balance reserves the right to end the programme for the client at any stage if in breach of rules of the programme including messaging other members without permission.
- 7.30. All property within the programme is subject to Intellectual Property (IP) law and can not be shared with others both on and offline and a breach of this will constitute legal action.
- 7.31. Lifetime access to the programme constitutes lifetime of Claire Odd and/or Restoring Balance as a business entity and company and can be stopped at any time if the company is no longer trading without prejudice.

## **8. Copyright and Intellectual Property**

- 8.1. Any marketing, educational or other materials of any nature whatsoever produced by Claire Odd and/or Restoring Balance which are made available

to Clients will at all times remain the property of Restoring Balance and will be subject to copyright.

- 8.2. These materials are for your personal use only and not to be shared with third parties or reproduced.
- 8.3. By providing an email address to Restoring Balance the client consents to receiving email communications from Restoring Balance.
- 8.4. The client also accepts the risk that email may not be a secure and confidential means of communication.
- 8.5. Although every effort is made to ensure information is secure, Restoring Balance will not be liable for any loss or damage suffered as a result of communicating with a client by email.

## **9. Limitation of Liability statement**

- 9.1. The information available on or through Claire Odd and/or Restoring Balance, our websites, and the services supplied via or in connection with Restoring Balance do not constitute medical advice.
- 9.2. It is your responsibility to determine, through obtaining appropriate medical advice, that services are suitable for you, before commencing any treatment, you should consult your doctor.
- 9.3. It is also vital that you supply us with correct information about yourself. We cannot be liable for any incorrect information supplied by you to us.
- 9.4. We try to make sure that all information contained on our website (and provided by us to you as part of any Services or Products) is correct, but, subject to the paragraph below, we do not accept any liability for any error or omission and exclude all liability for any action you (your legal representatives, heirs) may take or loss or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information on our web site or provided through any service supplied by us to you.
- 9.5. You, your legal representatives and your heirs release waive, discharge and covenant, not to sue Restoring Balance and its therapists for any injury or death caused by their negligence or other acts.
- 9.6. It is your sole responsibility to check with your doctor or medical practitioner about your suitability for treatment and to obtain his/her written consent where necessary.
- 9.7. While we take every care to ensure safe practice, there are inherent risks in any treatment and we accept no liability whatsoever for any injury or illness you incur through undertaking our treatment or by your failure to notify us of any existing health problems or special needs.
- 9.8. Any advice provided at no time constitutes medical advice in substitute for advice provided by a medical professional.

**10. Your personal information and data protection**

- 10.1. Restoring Balance agrees to comply with its obligations under the Data Protection Act 1998 and GDPR 2018 relevant privacy or data protection laws. Please see our privacy policy.
- 10.2. Restoring Balance is registered with the ICO.

**11. Force Majeure**

- 11.1. We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause that is beyond our reasonable control.
- 11.2. This condition does not affect your statutory rights.

**12. Governing Law**

- 12.1. This Agreement shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the non- exclusive jurisdiction of the courts of England and Wales.
- 12.2. If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from these Terms, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

**13. Enquiries and complaints**

- 13.1. For any questions, please contact us.
- 13.2. If you have any questions or concerns regarding our terms and conditions please direct them to [hello@restoring-balance.co.uk](mailto:hello@restoring-balance.co.uk)

**14. Changes to the Terms and Conditions**

- 14.1. We may change or add to the terms and conditions, so we encourage you to come back and read it periodically.
- 14.2. We may also notify you of changes to our terms and conditions by email.

Last updated: 18<sup>th</sup> August 2024