



**BODY AND MIND STUDIO**  
**WWW.BODYANDMINDSTUDIO.CO.UK**

## Terms and Conditions of Business

In these Terms and Conditions "Body and Mind Studio" means Body and Mind Studio Limited (No. 06757605) trading as "Body and Mind Studio"; "Goods" means the goods and/or services to be supplied by Body and Mind Studio to the Client in accordance with goods and/or services offered on Body and Mind Studio's website, leaflets and/or other verbal/written communications; and "the Client" means the person who accepts Body and Mind Studio's quotation, website and/or leaflet pricing for the supply of Goods or whose order for the Goods is accepted by Body and Mind Studio and where the Client comprises two or more persons their liability shall be joint and several.

These Terms and Conditions apply to all contracts for the sale of Goods to, or the provision of work for the Client, to the exclusion of any terms and conditions specified by the Client.

### **All Holistic Treatments (including but not limited to Swedish, Sports and Hot Stone Massage, Hopi Ear Candling & Kinesio Taping)**

1. First Session - Includes completion of Body and Mind Studio medical questionnaire, analysis of the cause of the injury/problem area(s), any investigations by your general practitioner. An examination to determine the cause of the injury/problem area(s), followed by the treatment, and any constructive exercise plan. The first session sets the basis of any future treatments and any agreed action plan. The Client should allow 1 to 1.5 hours for this session. During the initial examination if it proves necessary to refer you to a specialist, the Body and Mind Studio therapist will talk you through your injury/problem area(s) at no cost.
2. The treatment programme you will receive is based upon sound treatment practise, and the information you have provided about yourself in the medical questionnaire.
3. The Client must inform Body and Mind Studio of any changes in your medical condition as soon as you become aware of it.
4. When exercising the Client must follow the instructions given at all times, if unsure of the instructions please telephone or e-mail Body and Mind Studio and ask them to be explained again.
5. No responsibility is taken for injury, illness or death to the Client unless the same is caused directly by the negligence of a Body and Mind Studio therapist.
6. The answers in the Client's medical questionnaire shall be truthful, comprehensive, and the Client will not withhold any material fact to the best of his/her ability and knowledge.
7. 24 hours notice is required for cancellation of appointments. We regret that if notice is not given, 50% of the treatment cost will be charged. An invoice will be issued for this amount. Body and Mind Studio invoices are due for payment within 14 days of issue. Body and Mind Studio reserves the right to charge interest at the rate of 3% per month on all overdue accounts from the 15<sup>th</sup> day from the invoice date until the date on which Body and Mind Studio receives payment in full (including interest) inclusive.
8. Appointments can be re-scheduled with appropriate notice at no extra charge.
9. The Client is requested to arrive at least 5 minutes prior to their appointment time. If the Client is 15 or more minutes late for an appointment, the appointment may have to be re-arranged and a 50% charge will be made.
10. Payments pre-paid online at [www.bodyandmindstudio.co.uk](http://www.bodyandmindstudio.co.uk) - cancellations more than 24 hours prior to an appointment booked online will be subject to either a £5.00 handling fee or 30% of amount paid, whichever is the greater amount. All online payments are subject to a supplement to cover PayPal charges. This will be shown at checkout stage as "Postage and packing". If the Clients chosen date for treatment is not available, an alternative will be offered. We are unfortunately unable to give refunds due to the PayPal costs involved.
11. Treatment will not be carried out until any outstanding payments are received from previous treatments or cancellation charges.
12. Body and Mind Studio has the right to refuse treatment without explanation if we deem treatment may be detrimental to the Client's health or safety or the health or safety of Body and Mind Studio's therapist.
13. Body and Mind Studio requests that the Client is clean/bathed/showered prior to attending for a massage.
14. The Client may refuse treatment and/or halt treatment at any time.
15. The Client may request and is entitled that another person be present during treatment.
16. Persons under the age of 18 years will require a parent or guardian to be present at all times.
17. Gift vouchers are available for all massage and Kinesio taping goods supplied by Body and Mind Studio.

### **Herbalife Health and Nutrition Products**

1. Paul and Rebecca Hopfensperger of Body and Mind Studio are Independent Distributors of Herbalife products, and although they recommend the products to Body and Mind Studio clients, the business is a separate legal entity.
2. Paul and Rebecca Hopfensperger hold the position of Herbalife Supervisor, identification number HOP 07027349 and use the title "Personal Wellness Coach" as designated by Herbalife International Inc.
3. All Herbalife business is conducted by Paul and Rebecca in accordance with the "Agreement of Distributorship" as an International Herbalife Distributor.

Version 3.0

4. Any queries should be addressed via Herbalife (U.K.) Limited, Senator Court, 4 Belmont Road, Uxbridge, Middlesex, UB8 1HB.
5. Gift vouchers are available from Paul and Rebecca Hopfensperger at Body and Mind Studio premises, Risbygate House, 16 Risbygate Street, Bury St Edmunds, Suffolk, IP33 3AA, United Kingdom for all Herbalife products.

#### **Neuro Linguistic Programming (NLP)**

1. Given that it is not uncommon for NLP work to raise emotional issues, Body and Mind Studio take the responsible step of asking the Client to sign a form to help ensure that NLP is suitable for the Client. This approach complies with best practice in the NLP industry.
2. 24 hours notice is required for cancellation of appointments. We regret that if notice is not given, 50% of the treatment cost will be charged. An invoice will be issued for this amount. Body and Mind Studio invoices are due for payment within 14 days of issue. Body and Mind Studio reserves the right to charge interest at the rate of 3% per month on all overdue accounts from the 15<sup>th</sup> day from the invoice date until the date on which Body and Mind Studio receives payment in full (including interest) inclusive.
3. The Client is requested to arrive at least 5 minutes prior to their appointment time. If the Client is 15 or more minutes late for an appointment, the appointment may have to be re-arranged and a 50% charge will be made.
4. Payments pre-paid online at [www.bodyandmindstudio.co.uk](http://www.bodyandmindstudio.co.uk) - cancellations more than 24 hours prior to an appointment booked online will be subject to 30% of amount paid handling fee. All online payments are subject to a supplement to cover PayPal charges. This will be shown at checkout stage as "Postage and packing". If the Clients chosen date for treatment is not available, an alternative will be offered. We are unfortunately unable to give refunds due to the PayPal costs involved.
5. Treatment will not be carried out until any outstanding payments are received from previous treatments or cancellation charges.
6. Body and Mind Studio has the right to refuse treatment without explanation if we deem treatment may be detrimental to the Client's health or safety or the health or safety of Body and Mind Studio's therapist.
7. The Client may refuse treatment and/or halt treatment at any time.
8. The Client may request and is entitled that another person be present during treatment.
9. Persons under the age of 18 years will require a parent or guardian to be present at all times.
10. Gift vouchers are available for NLP treatments at Body and Mind Studio.

#### **Copyright**

1. The copyright and all other rights in the material on the Body and Mind Studio website ([www.bodyandmindstudio.co.uk](http://www.bodyandmindstudio.co.uk)) are owned by Body and Mind Studio or are included with the permission of the owner of the rights. As a visitor to the website, you may download a single copy of the material for your own private viewing purposes only. No copying or distribution for any commercial or business use is permitted without written consent of Body and Mind Studio.
2. All trade marks used on the Body and Mind Studio website ([www.bodyandmindstudio.co.uk](http://www.bodyandmindstudio.co.uk)) are the property of their respective owners.
3. The Body and Mind Studio website features links to other web sites. While Body and Mind Studio hopes the Client will be interested in those websites, we do not accept any responsibility for their content.
4. Body and Mind Studio take every care to ensure that the information on their website, leaflets and other documentation is accurate and complete. However, some of it is supplied to Body and Mind Studio by third parties and we are unable to check its accuracy or completeness. You are advised to verify the accuracy of any information before relying on it.
5. The Body and Mind Studio website and leaflets are provided "AS IS" without any warranties of any kind and we do not accept any liability arising from any inaccuracy or omission in the information or interruption in availability.

#### **General**

1. All Body and Mind Studio therapists are qualified in their particular fields and fully insured. Body and Mind Studio is therefore not legally liable for problems that occur after treatment is provided. Copies of all relevant qualifications are available for viewing at Body and Mind Studio's premises if required. Should the Client require copies sent by e-mail, post or other, a nominal £10.00 fee will be charged to the Client.
2. To fulfil a booking request, especially on-site treatments at the Client's chosen premises, and/or gift vouchers, Body and Mind Studio requires accurate contact telephone number/s, address, postcode and email address for the Client. Body and Mind Studio cannot be held responsible for any delays caused by inaccurate or incomplete information given to Body and Mind Studio.
3. As a Body and Mind Studio Client, we will from time to time send you e-mails and text messages with our latest offers, treatments and services. Should you not require us to send you this information please either send an e-mail to [unsubscribe@bodyandmindstudio.co.uk](mailto:unsubscribe@bodyandmindstudio.co.uk) and/or text UNSUBSCRIBE to 07887 711333 and we will remove you from our mailing list(s).
4. Body and Mind Studio will not be liable for any failures in the performance of any of their obligations under these terms and conditions caused by factors outside their control.
5. Body and Mind Studio reserve the right to restrict, suspend or terminate access to its' website and/or services for any reason at any time. We accept no responsibility for any interruption to Body and Mind Studio's site and/or services for reasons beyond our control.
6. This current version of our Terms and Conditions of Business supersedes all prior Terms and Conditions of Business, arrangements, warranties and understandings between the Client and Body and Mind Studio.
7. These Terms and Conditions of Business do not affect your common law and statutory rights.
8. These Terms and Conditions of Business shall be governed by and construed in accordance with English law, and any dispute shall be subject to the exclusive jurisdiction of the English courts.