

## Terms and Conditions

### **GENERAL CONDUCT**

- All massages are for therapeutic purposes only.
- All clients must complete a consultation form prior to treatment and will receive a brief consultation as part of their treatment.
- Treatments will only be conducted if therapist deems the treatment safe for the client to receive.
- Immediate termination of the session will ensue if the customer engages in illicit or sexually suggestive remarks, sexual advances, drug use, excessive drinking and/or other inappropriate behavior.
- If the session is terminated due to the customer's inappropriate behavior, the customer is responsible for payment in full and his/her credit charge will be processed.

### **CANCELLATION POLICY**

- Cancellation is expected 24 hours in advance for all clients. If you provide less than 24 hour notice or are a "No-Call, No-Show," you will be responsible for a fee of \$20.00. Cancellation fee must be paid within 30 days of the cancellation.
- If you are late, you will receive only the amount remaining of your scheduled appointment. The massage therapist has the right to charge the client in FULL for said services.
- Management reserves the right to cancel or reschedule appointments based on inclement weather or unforeseen circumstances. We commit to providing treatments within two weeks of the canceled treatment where possible.
- Sorry, but we are unable to provide refunds for appointments that are booked for the same day. However, if you contact BES Natural Solutions within 90 minutes of your original appointment time, you may reschedule the session for a later date.
- BES Natural Solutions has the right to cancel a treatment without notice if the client is intoxicated or inebriated.

### **VOUCHERS**

#### **Information Concerning Expired Vouchers**

#### **TO ALL PREPAID CUSTOMERS:**

- Please note that your vouchers will be honored regardless of your actual date of appointment.
- However, when scheduling appointments after the expiration date, you are subject to payment of the actual value, "MINUS" the promotional value previously paid to the prepaid vendor.
- Please review the "fine print" listed on your voucher for additional instructions. If you have additional questions, please contact your prepaid vendor accordingly.

#### **PARKING (For All On-site Wellness Services)**

LMT's will bring all equipment necessary to perform services and will need to have parking as close to the door as possible or easy access to unload their car. Please insure there will be ample parking. If you live in a condo or apartment building, please reserve a parking space or make arrangements in advance to insure expedient set up for your massage services.

## PAYMENT

- We accept most major credit cards (Visa, MasterCard, Discover, American Express), checks, money orders, cashier's checks, and cash.
- Invoices will be sent to clients for wellness events to include corporate massage, pamper parties and for those who cancel appointments (See Cancellation Policy).
- Invoices must be paid within 15 days from the issue date.

## PRIVACY

- Client treatment details will not be discussed with anyone other than the client unless the client is under the age of 18 or has a care worker or guardian.
- Consultations will only be discussed with the client unless the client is under the age of 18 or has a care worker or guardian.
- Every client must complete an intake form prior to receiving treatment.
- By signing the Intake forms, clients are giving BES Natural Solutions permission to hold records and data concerning the person.
- All intake and treatment notes will be kept securely on file.
- Personal information will not be shared with any third party.

## CLIENTS WHO ARE MINORS

- Clients under 18 years of age must be accompanied by an adult.
- The adult must give permission for the treatment to be performed, along with co-signing the Intake form.
- The adult must be present in the room throughout the treatment.

## COMPLAINTS PROCEDURE

- If a client wishes to make a complaint about BES Natural Solutions, this must be emailed to [complaint@besnaturalsolutions.com](mailto:complaint@besnaturalsolutions.com).
- Complaints must include the date, location of the incident, the full name of the complainant, details of the complaint and a desired outcome.
- All complaints will be taken very seriously and a response will be provided within 30 days.

## I UNDERSTAND AND AGREE TO THE FOLLOWING:

Massage is not a substitute for a medical examination or for treatment. I am responsible for seeking the advice of a physician, chiropractor or other qualified medical specialist for any mental and/or physical ailments. I will disclose to the massage therapist all known medical conditions before the massage session. I will keep the provider(s) updated as to any changes in my medical profile. I understand that there will be no liability on the part of BES Natural Solutions or the individual massage therapist if I fail to disclose any new or updated medical issues.

- - I am at least 18 years old and I am booking an appointment for myself or someone else who is at least 18 years old. As an adult, I understand my responsibilities as well as the risks as described in the terms and conditions.
  - All appointments must be made directly through the BES Natural Solutions website by using the "BOOK NOW" button.
  - BES Natural Solutions is not responsible for any personal injury or property loss

as a result of a massage therapy session. All of our massage therapists hold their own liability insurance and are responsible for their conduct and practice. In the event of a claim, please notify both the massage therapist and BES Natural Solutions.

- BES Natural Solutions has the right to refuse service at any time without recourse. BES Natural Solutions also has the right to refuse to send massage therapists to areas of high crime or other situations deemed dangerous by the management.
- BES Natural Solutions has the right (but not the obligation) to delete or deactivate any account or terminate access to or use of the service (or any part thereof), immediately and without notice. BES Natural Solutions has the right to remove and discard any content within the service, for any reason. Further, I agree that BES Natural Solutions shall not be liable to me or any third-party for any termination of my access to the service.
- BES Natural Solutions reserves the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon being posted on the BES Natural Solutions website. I understand that it is my responsibility to review the terms and to keep current on them. If I disagree with the terms, I am not obligated to use the service.
- BES Natural Solutions is not liable, under any circumstances, for direct, indirect, incidental, consequential, special or exemplary damages resulting from any use of the BES Natural Solutions website or service. This includes if the damages arise from the use or misuse of the BES Natural Solutions site or the service, from the inability to use the BES Natural Solutions site or the service, or the interruption, suspension, modification, alteration or termination of the site or service. Such limitation also applies with respect to damages incurred by products, services, information or advice received through, or advertised in connection with, the BES Natural Solutions website or the service or any links on the website. **THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.**

Furthermore, I agree to indemnify and hold BES Natural Solutions, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of content I submit, post or make available through the service, my use of the service, my violation of the Terms and Conditions, my breach of any of the representations and warranties herein, or my violation of any rights of another.

I agree to ALL of these terms and conditions, and I understand that they apply to all services performed by BES Natural Solutions