

# THE TIMELESS PARTNERSHIP LTD- TERMS & CONDITIONS

## 1. Definitions

"**Contract**" means the contract between the Service Provider and the Client, which includes these terms and conditions and the consultation record.

"**Clients**" means the organisation or individual requesting or benefiting from services/products from the Service Provider.

"**Products**" means candles, creams, oils, lotions, soaps, cosmetics, pharmaceutical preparations, shampoos, gels, emulsifiers, essences, powders and other dried materials and other preparations as may be provided from time to time.

"**Services**" means holistic therapies of any and every kind, including but not limited to, aromatherapy, body and facial massage, Swedish body massage, the Lebed Method, infant and baby massage, Indian head massage, reflexology, hotstone therapy, hopi ear candle therapy, foot, hand and back specialised treatment, reiki, corporate chair massage and such other therapeutic services as may be offered from time to time.

"**Service Provider**" means The Timeless Partnership Ltd

## 2. Acceptance

Acceptance of the Contract occurs upon signature by the client of the consultation record.

## 3. Payment of the Contract Price

The Client shall pay to The Service Provider the Contract Price notified in advance prior to the provision of Services unless otherwise agreed whereupon payment must be made within 14 days of the date of the invoice from the Service Provider. The Service Provider may require a deposit of up to 30% prior to the commencement of treatment. The Service Provider may charge interest on any overdue amount at the rate of 4% per month or part thereof from the date upon which payment is due until the date of payment. The Service Provider may also suspend delivery of the treatment.

## 4. Cancellation

The Contract cannot be cancelled in whole or part by the Client except on terms that will fully compensate The Service Provider for any foreseeable expense or loss.

## 5. The Suspension of Treatment

The Service Provider may suspend treatment at any time.

## 6. Service Provider's Obligations

The Service Provider agrees to deliver the Services and Products to the Client in accordance with the Contract and the requirements of the Client.

## 7. The Responsibilities of the Client

The provision of the Products/ Services are subject to the following conditions which remain the responsibility of the Client. The Client agrees to;

- 7.1 complete and sign the Consultation Record accurately and truthfully and promptly provide all data, information and records requested the Service Provider.
- 7.2 be responsible for fully co-operating with The Service Provider.
- 7.3 ensure that all clients complete and sign the Consultation Record.
- 7.4 if requested, provide suitable facilities for the provision of Services.

## 8. Intellectual Property and Permitted Use

All copyright and other rights relating to the Services provided shall be the property of the Service Provider and the Client shall have no rights thereto.

## 9 Exemptions and Limitations

- 9.1 The Client accepts that they are responsible for selecting which treatment will meet their specific requirements.
- 9.2 The Client accepts that they are willing to accept the responsibility for the avoidance of a treatment where there are relevant contra-indicators.
- 9.3 The Service Provider will not be liable for loss or damage howsoever caused (even if foreseeable) where:-
  - (1) Any alleged default has been corrected
  - (2) The loss complained of is economic, to include, loss of profits, business, revenue or goodwill,
  - (3) Special, indirect or consequential loss or loss arising from third party claims.
  - (4) Loss caused by the Service Provider acting under the instructions of the Client, employees or agents.
  - (5) The loss is caused by the acts and omissions of the Client, including the failure to provide accurate and complete information in the Consultation Record or otherwise relevant to the Services to be provided.
  - (6) The loss arises out of the choice of Services/Products by the Client

- (7) The loss is caused by a third party, including a supplier of services and /or Products pursuant to this Contract, other than the Service Provider.
- (8) The loss is caused by the delayed implementation of the Services/Products.

9.4 The Client shall always inform The Service Provider of any alleged default of this Contract and shall afford it a reasonable opportunity of correcting the alleged default.

9.5 The Service Provider shall not be liable for damages in excess of the total Contract Price.

9.6 The Client agrees to indemnify The Service Provider against all actions, proceedings, claims and demands in any way connected with this Contract save to the extent that The Service Provider is liable to the Client.

9.7 The Client acknowledges that the Contract Price has been calculated on the basis that the Service Provider excludes and/or limits its liability to the Client in accordance with the Contract and that the exclusions and limitations contained in the Contract are fair and reasonable in all the circumstances known at the date of the Contract;

9.8 Each of the limitations and exclusions set out above is to be construed as a separate limitation or exclusion, applying where other limitations or exclusions are held inapplicable or unreasonable, and shall remain in force despite termination of the Contract.

## **10. Confidentiality**

The Service Provider shall exercise all reasonable care in keeping information supplied by the Client confidential and preventing access thereto by unauthorised persons, but shall have no liability for any failure in this connection

## **11. Waiver/Amendment**

11.1 The terms of the Contract cannot be amended, changed, waived, discharged or terminated verbally, but only by a statement in writing signed by the respective duly authorised representatives of The Service Provider and the Client.

11.2 The Service Provider's failure at any time to require strict performance by the Client of any provision of the contract shall not waive or diminish the Service Provider's rights subsequently to demand strict performance of that provision or of any other provision.

## **12. Unenforceable Provisions**

Any term, condition, stipulation, provision, covenant or undertaking in the Contract which is legal, void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent it is unenforceable without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void prohibited or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

## **13. Force Majeure**

Neither The Service Provider nor the Client shall be liable for any loss or damage caused by delay or failure to fulfil its obligations under this agreement where such delay or failure is due to any cause beyond the control of The Service Provider or the Client, as the case may be, including (without limitation) acts of God, war or warlike action, civil disorder, insurrections or riots, fire, storm, flood, explosions, earthquakes, epidemics or quarantine restrictions, sabotage, government disorders, or troubles causing cessation, slowdown or interruption of work, inability to obtain necessary governmental or regulatory authority approval, delay or cancellation of any commercial air service, or any cause to the extent it is beyond the parties' reasonable control. If The Service Provider is prevented from fulfilling all or part of the Contract due to force majeure, the Client may make alternative arrangements and will not be liable to pay for what is not provided. The Client must make all payments due before or after the event of force majeure.

## **14. Whole Agreement**

14.1 The Contract and the documents referred to in it including the Consultation Record contain the whole agreement between the parties relating to the transactions contemplated by the Contract and supersede all previous agreements between the parties relating to these transactions.

14.2 The Client acknowledges that in agreeing to enter into this agreement it has not relied on any representation, warranty or other assurance except those set out in the contract and the documents referred to in it.

## **15. Applicable law**

The Contract shall be subject to the laws of England and the Client irrevocably submits to the exclusive jurisdiction of the English Courts.