



MIRACLE FITNESS MASSAGE TERMS AND CONDITIONS

Terms and Conditions

These Terms and Conditions include general terms and conditions for use of our site, terms and conditions relating to the services provided by the Company on the site and in our premises.

Your use of the site, the purchase of any products or services on this site or in our premises or clinics will be subject to these Terms and Conditions. By accessing and using this site you accept and agree to be bound by and comply with the terms and conditions.

The Company reserves the right to vary and revoke the Terms and Conditions from time to time which variation it may consider necessary or desirable for the regulation of the affairs of the Company. The Terms and Conditions will be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

References in the Terms and Conditions to the singular will include the plural and vice versa and references to the masculine gender will include references to the feminine gender.

The Terms and Conditions are subject to change without notice.

WHAT THE WORDS MEAN

1.1 The Company means 'Miracle Fitness'

1.2 The Site means this website. This Site is owned and operated by the Company.

1.3 Terms and Conditions means these Terms and Conditions.

1.4 Premises means any of the locations where Miracle Fitness provides massages as detailed in the booking form and on our website. Massage may take place in spas, church therapy rooms, and private clinics.

1.5 Customer means any person that has completed and submitted any online booking, email booking or registration form at Miracle Fitness Massage – Miracle Fitness Cliniko Booking or a Client Record Form in person at any of our Clinics, and which has been acknowledged by the Company.

1.6 A Treatment is an appointment of specified duration booked with the aim of receiving the services of the Company.

2. CUSTOMERS

2.1 ELIGIBLE USE. You confirm that you are of legal age to access and use Our Site and/or Our Booking Services and of legal capacity to agree to Our Terms. You are not eligible to use Our Booking Services if you are under the age of 18.

2.2 Subject to condition 2.3, when a person has completed the Registration Form or Client Record Form he will become a Customer of the Company.

2.3 Acceptance of a person as a Customer is in the absolute discretion of the Company.

2.4 The Company reserves the right to refuse providing a service or selling a product, to suspend for a specific period or to refuse the custom of any Customer whose conduct is or may, in the Company's reasonable opinion, be injurious to the character of the Company or which amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other Customers of the Clinic.

3. CLINIC PREMISES HOURS OF OPERATION

3.1 Details of opening times at the Clinic may vary from time to time. These will be published by the Company and will be available at www.miraclefitness.co.uk.

3.2 Miracle Fitness Massages takes place in either churches, salons or private clinics.

3.3 Our opening times are Mondays – Fridays 9am – 10pm and Saturdays and Sundays 9am – 5pm.

4. PAYMENT, RETURNS & REFUNDS TERMS

4.1 Details of treatment prices and gift certificate prices are available either at www.miraclefitness.co.uk or directly www.miraclefitness.co.uk or in writing to info@miraclefitness.co.uk and will be such prices as determined by the Company from time to time.

4.2 PRICES - The price of Massage Treatments (each a " Treatment Price " and collectively " Treatment Prices ") varies according to the type and duration of the Massage Treatment you book and also the location of the premises you have designated for the Massage Treatment to be provided to you by the Therapist (" Designated Premises "). Treatment Prices are set from time to time and the Treatment Price you will be required to pay for a specific Massage Treatment (each a " Treatment Fee " and collectively " Treatment Fees ") will be determined by reference to the Treatment Prices in force at the date when that Massage Treatment is booked.

4.3 A Customer may not attend any service at the premises without first booking online or email or phone and / or paying for the relevant treatment.

4.4 Payments for treatments, packaged course of treatments and gift certificates in any amount are non-refundable and non-exchangeable for cash, unless otherwise stated in the Terms and Conditions. There are no refunds on massages and any party selling our services or advertising on our behalf cannot issue a refund on massages.

If a packaged course of treatments is bought and only used in part, there will be no refund available for the remaining sessions. Refer to individual services or products for specific validity periods.

4.5 Payment is expected at the end of the Service except in the case of condition 4.6, unless payment has been made online or by means of Gift Certificate or Course of Treatments or Package.

4.6 All daily deals (Wowcher, Living Social, Groupon) voucher codes must be presented to Miracle Fitness at the time of booking and/or before treatment for purposes of verification and for the voucher to be redeemed. Voucher codes can be disclosed at the time of the booking on the booking form or sent via email. No valid voucher means no booking and no treatment. If we are unable to verify the validity of the voucher then there will be no treatment and the appointment will have to

be rescheduled until the voucher can be validated. This will incur a £15.00 administration fee.

Codes do not have any cash value. Codes may:

- (1) not be duplicated, sold, transferred, distributed or made available to others online (including through public sites such as coupon sites, Facebook, Twitter, Gumtree etc.) or by other means;
- (2) not be promoted in any way including via a Search Engine;
- (3) not be exchanged for cash;
- (4) only be used once and only one Code may be used per person; and
- (5) may be subject to specific terms which will be made available by us, and must only be used in accordance with those terms.

5. BOOKINGS AND CANCELLATIONS

5.1 By making a booking you agree to provide complete, correct and true information including without limitation billing and payment information. This information includes but is not limited to full address, telephone number, age, any medical conditions, recent holiday and/ or business trip information and voucher codes if applicable.

5.2 A Customer may only book or reschedule a treatment appointment via the booking facility at www.miraclefitness.co.uk or via email at text in accordance with item 5.3.

5.3 Customers will be required to make a full payment for cancellation or non-attendance for an appointment where cancellation or non-attendance is not made online or notice of the same is not given by calling, emailing, texting the Company at least 24 hours prior to the booked time. Email at info@miraclefitness.co.uk. Text at 07484818410.

5.4 Treatments are booked on a first-come first-served basis. A Customer may use the waiting list facility at www.miraclefitness.co.uk in the event that his first choice session is unavailable. If a Customer joins the waiting list for a particular session and then books that session his booking will be subject to the Terms and Conditions in the usual way.

5.5 We reserve the right to change treatment specifications or cancel appointments at anytime without prior notification. If in the case a cancellation is necessary, we will use reasonable efforts to re-schedule your appointment.

5.6 We may modify Our Terms or terminate use of Our Booking Services at any time and may give notice of termination to you. The Treatment Prices may also change from time to time. We may also change, suspend, terminate or discontinue any aspect of Our Booking Services including availability of certain features at any time for any reason.

6. FITNESS AND HEALTH

6.1 Customers are required to complete a Client Record and Health History Form and fully inform the Company of any questions contained therein and voluntarily update this information at each subsequent visit, whether prompted to do so or not. The Health History Form will be issued during the appointment at the start.

6.2 Customers must notify the Company of any circumstances affecting their health for which Treatment may be contraindicated or for which the Customer has not sought their Doctor's prior written consent.

Massage is not recommended for certain people, for example:

People with infectious skin diseases, rashes, or open wounds

Immediately after surgery

Immediately after chemotherapy or radiation, unless recommended by your doctor

People with osteoporosis should consult their doctor before getting a massage

People prone to blood clots, there could be a risk of blood clots being dislodged.

Massage should not be done directly over bruises, inflamed skin, unhealed wounds, tumours, abdominal hernia, or areas of recent fractures.

6.3 General Aftercare advice is given and is as follows:

You may feel light headed, tired, and dehydrated after your treatment. It is important that you drink plenty of water directly after the massage and for the rest of the day to flush metabolic waste from the tissues that have been treated.

Try to relax for the rest of the day/evening following treatment. No heavy exercise should be undertaken for a least 24hrs.

Ice pack applications, or warm baths maybe recommended following treatment depending on your individual complaint.

6.4 The Company reserves the right to refuse treatment to any Customer if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the provision of our Services. Should this occur there will be no refund of fees paid and/ or any daily voucher code redemptions.

6.5 A customer satisfaction questionnaire will be issued to all clients at the end of the massage treatment and must be filled out before leaving the treatment room.

7. USE OF FACILITIES

7.1 A Customer is entitled to use the premises facilities provided always that the Miracle Fitness/ the premises may at any time without notice withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the premises or the Company.

7.2 Children under the age of 16 may only attend an appointment at the premises if accompanied by an adult. Miracle Fitness only treats individuals over the age of 18.

8. PERSONAL BELONGINGS

Personal belongings are brought onto the premises at the Customer's own risk and the Company does not accept liability for any loss or damage whatsoever to such items.

9. DRESS & PERSONAL CONDUCT

9.1 Customers are requested to wear a form of underwear that is appropriate to receiving treatment.

9.2 It is strictly prohibited to engage in any inappropriate behavior including but not limited to illicit or sexually suggestive remarks, sexual advances, drug use, alcohol abuse and/ or any other inappropriate behaviour such as harassment and/ or threatening behavior. Should this occur the treatment will be stopped and you will be asked to leave.

9.3 It is strictly prohibited to infringe on the privacy rights of the therapist and/ or other clients, property rights, or civil rights of any person.

9.4 It is strictly prohibited to damage any personal property or any property at any of our locations. Should this occur the treatment will be stopped and the police will be called.

9.5 It is strictly prohibited to engage in or encourage other to engage in criminal or unlawful conduct against the therapist or any of the staff at any of our locations. Should this occur the treatment will be stopped or cancelled and the police will be called.

9.6 Should the treatment be stopped or cancelled for any of the above reason there will be no refunds and any outstanding fees will still be payable.

10. GENERAL

10.1 Customers are required to give notice to the Company of any change of home address or email address or contact phone number. Failing such notice, all communications will be assumed to have been received by the Customer within five days of email sent or mailing to the last address (of either type) notified to the Company.

10.2 The Company reserves the right to refuse admission to any of our premises.

10.3 The Company may assign the benefit of the Registration Process and a Customer's membership to a third party at any time without notice to the Customer.

10.4 A person who is not a party to the Registration Process has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Registration Process.

10.5 The Company may, if a Customer so wishes, communicate with the Customer by electronic mail ("email"). By providing an email address to the Company the Customer consents to receiving email communications from the Company, including notices pursuant to the Terms and Conditions. The Member also accepts the risk that email may not be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Customer by email.

10.6 Any marketing, educational or other materials of this nature whatsoever produced by the Company in connection with the Clinic and

which are made available to Customers at the premises will at all times remain the property of the Company and will be subject to the Company's copyright.

11. INTELLECTUAL PROPERTY

MIRACLE FITNESS, the Miracle Fitness logo, brand and all other intellectual property rights, trademarks, service marks, graphics and logos used in connection with the Site, App or the Services (whether registered or unregistered) belong to us or our licensors (as are applicable) and are protected by intellectual property law. Nothing in these Terms grants you any rights in the Site, App or Booking Services or the content within the same. All rights are reserved. These materials may not be copied or reproduced or saved to the extent necessary to view the same on-line. Notwithstanding the above you may print complete pages of this website to hardcopy for your own personal use. We may sometimes give you the opportunity to download screen savers, wallpaper and other utilities from the website.

12. DISCLAIMER

Content on Our Site and Our App which is made available as part of Our Booking Services is provided for your general information purposes only. Nothing contained on Our Site, Our App or communicated any other way as part of Our Booking Services constitutes, or is meant to constitute, advice, opinion or guidance of any kind. We are not a health care provider nor do we provide medical advice or medical treatment. References in Our Site, Our App and elsewhere to "Treatment" and "Therapy" or any similar terms do not refer to medical treatment or medical therapy. The information presented on Our Site and otherwise as part of Our Booking 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.

We make no warranty or guarantee that Our Site, Our App or any other aspect of Our Booking Services is suitable for your intended use, error-free, timely, reliable, entirely secure, virus-free or available. We make no guarantee of particular results or outcomes by use of Our Site, Our App or any other aspect of Our Booking Services.

Nothing in Our Terms will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit and nothing in Our Terms will exclude or limit our liability in respect of any: death or personal injury caused by the negligence of Miracle Fitness, fraud or fraudulent

misrepresentation by Miracle Fitness, or any matter which it would be illegal or unlawful for Miracle Fitness to exclude or limit, or to attempt or purport to exclude or limit, its liability.

We are not liable or responsible for any errors in or failure to provide Our Booking Services due to your error or failure to provide accurate and complete information.

Whilst we make every effort to ensure that Our Booking Services are available, we do not represent, warrant or guarantee in any way the continued availability at all times or the uninterrupted use by you of Our Booking Services. We reserve the right to suspend or cease the operation of all or part of Our Booking Services from time to time at our sole discretion.

As already stated, USE OF THIS SITE, APP AND BOOKING SERVICES IS ON AN "AS-IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED AT LAW IN NO EVENT SHALL WE 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.

13. INDEMNITY

You agree to defend and indemnify us from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, that arise from or relate to your use or misuse of, or access to Our Booking Services and otherwise from your violation of Our Terms.