

Terms and Conditions

1. Definitions

- 1.1 'The Client' means the person and/or company named on the online booking form for whom the Services have been requested
- 1.2 'Agreed Hours' means that massage therapist/s will be available for the hours as requested on the clients completed online booking form
- 1.3 'Individual' means the individual guest/employee of the Client attending the event who has requested a Treatment
- 1.4 'Treatment' means the Treatment requested on the clients completed online booking form performed as described on our website
- 1.5 'Massage Therapist' means the individual therapist who attends the Premises for the purpose of performing the Treatment
- 1.6 'Premises' means the location address as completed on the clients online booking form
- 1.7 'The Services' means the services set out in Clause 2 of this agreement

2. The Services

- 2.1.TMG provides qualified and insured Massage Therapists to the Client at the Premises for the Agreed Hours. All therapists are covered for Professional Indemnity and Public Liability insurance. Copies of the therapist's certificates will be sent to the Client on request
- 2.2. TMG shall instruct the Therapist to provide Treatments as requested by the Client and attend to the requirements of each Individual who requires a Treatment exercising proper professional skill and diligence in the rendering of the Treatment
- 2.3. The Massage Therapist reserves the right not to provide a Treatment for any Individual they deem unfit to receive such Treatment.

3. The Client's Obligations

- 3.1. The Client must provide a suitable area for the Treatment to take place
- 3.2. All Individuals receiving a Treatment must sign a medical consent form prior to every treatment.
- 3.3. The Client is responsible for delivering the Treatment schedule to the Therapist before the start of the Agreed hours if applicable. OSMC will supply template schedules on request
- 3.4. The Client will explain to each Individual the nature and extent of the Treatment.

4. Payment by the Client

- 4.1. The agreed fee for the Services is as shown on the online booking page.
- 4.2. Payments are made online at the time of booking. The Client will be directed via the website booking form to our secure payment facility and bookings are not confirmed until payment is made.
- 4.3. Any changes to the Agreed Hours or Treatments requested once payment has been made and the booking confirmation has been received may affect the agreed fee. Additional fees will be invoiced and payment requested on receipt of invoice. Any refunds due will be credited back to your payment card within 10 days subject to a \$20 administration fee.
- 4.4. Out of hours surcharge for bookings charges that take place before 9am or after 6pm will be quoted on your booking form at the time of booking.

5. Cancellations and changes

5.1. Once a booking has been confirmed, cancellations will incur the following charges:

5.1.1. Cancellations made with 72 working hours' notice or more - 10% of the fee paid

5.1.2. Cancellations made with less than 72 working hours' notice - 50% of the fee paid

5.1.3. Cancellations made with less than 24 working hours' notice will be charged at the full rate

5.2. Changes to the Agreed Hours may be made by giving 10 days written notice.

Changes to the Agreed Hours with less than 10 days notice are at the discretion of TMG.

5.3. TMG reserves the right to cancel the provision of the Services without notice in case of the illness of a Massage Therapist or other circumstances beyond its control.

5.4. Any refunds due will be repaid back to the purchasing payment card within 10 days of the cancellation date.

6. Termination

6.1. This Agreement will terminate automatically if

6.1.1. either party shall be in breach of any of its obligations under this Agreement;

6.1.2. either party shall have a receiver, administrative receiver, or administrator appointed, or shall enter compulsory or voluntary liquidation.

7. Law

This Agreement shall be subject to Australian Law