



OPTIMAL VITALITY - TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 These are the terms and conditions on which we deliver our wellness services to you.
- 1.2 Please read these terms carefully before you submit you engage with us. These terms tell you who we are, how we will deliver our wellness services to you, how you and we may change the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Optimal Vitality, operating as a sole practitioner in England and Wales.
- 2.2 You can contact us by writing to us at lou@optimalvitality.co.uk
- 2.3 You are the person who has booked our wellness services and you agree to comply with and be party to this contract.
- 2.4 If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us at the time of booking.

3. OUR CONTRACT WITH YOU

- 3.1 Our contract with you consists of these terms and conditions the client booking form (which may be completed online, over the phone or in person) and the wellness services guide (Guide).
- 3.2 Our contract commences on the date of your booking with us and shall apply to all wellness services we provide to you, regardless of whether you have provided written confirmation of your acceptance of these terms.
- 3.3 Wellness services are likely to be delivered in sessions and these terms and conditions apply to all sessions. Any references to sessions in these terms and conditions refer to the sessions of the wellness services you have booked.
- 3.4 By undertaking one or more wellness services for you does not oblige us to provide you any additional wellness services.

4. YOUR RIGHTS TO AMEND THE CONTRACT BETWEEN US

- 4.1 If you wish to make a change to the wellness services you require please contact us. We will try and accommodate all reasonable requests and we will advise you of any changes this may require to the timing, dates or price of the wellness services.

5. OUR RIGHTS TO AMEND THE CONTRACT BETWEEN US

- 5.1 It may be necessary for us to make changes to these terms and conditions or the wellness services we provide to;
 - a) to reflect changes in relevant laws and regulatory requirements or to co-operate with all reasonable directions from a regulatory authority
 - b) to reflect amendments in health and safety requirements
 - c) to amend or enhance the wellness services we provide

6. OUR WELLNESS SERVICES

- 6.1 The wellness services we provide are set out on our website at www.optimalvitality.co.uk and in addition we may send further guidance or details on our wellness services prior to your session commencing.
- 6.2 Our wellness services are delivered using all reasonable skill and care and in accordance with industry standard best practice.

- 6.3** Our wellness services will be delivered remotely through zoom or similar software or through the purchase of a prerecorded sessions via our online shop on our website. For the avoidance of doubt services delivered remotely are at your home or a location of your choice where we are not physically present in the same room.
- 6.4** You are responsible for ensuring that you have zoom (or any other similar software we advise) installed and working correctly prior to each session. We shall not be responsible or have liability to provide a refund for any delay or failure to attend a session due to your failure to comply with this clause.
- 6.5** The specific sessions for the wellness services you have booked will be agreed and confirmed in writing by us. Once times and dates are agreed they shall only be amended in accordance with these terms and conditions.
- 6.6** At our discretion we may send you content or missed sessions in a recorded digital format. Such recording should not be posted on a social media or forward to any third party.
- 6.7** By agreeing to these terms you agree that we may record any sessions for our educational purposes allowing us to further evaluate the session and improve our services to you and in general. We shall not share or send any such recording to a third party. If you do not wish for any session to be recorded, then please advise us in writing prior to the commencement of the session.
- 6.8** You are responsible for ensuring that you comply with all the obligations of the wellness services Guide, which we send to you prior to the commencement of the sessions. You understand and confirm that your failure to comply with all or any of the obligations set out in the Guide may reduce to outcome of the wellness services.
- 6.9** In order for us to provide you our wellness services you shall ensure that;
- a) all information you provide to us is full and accurate and shall continue to be updated if necessary, throughout the treatment sessions
 - b) you shall not stop taking any existing medications or cease following any medical advice as a result of our wellness services without first obtaining professional medical advice.
 - c) If you are currently receiving care from a GP or another medical practitioner, you are responsible for notifying them prior to your first session to ensure they are fully informed when making decisions about your care, and if necessary, your medication requirements. Following your written request to us including giving your written permission, in addition to your notification to them, we will send a letter to your GP confirming that you are receiving wellness services from Optimal Vitality with contact details for their records.
 - d) You acknowledge that we cannot nor do we claim to cure or treat any medical conditional
 - e) You shall advise us of any positive or negative reactions to our wellness services so we can modify any further sessions.
 - f) You are responsible for ensuring that all wellness services undertaken remotely, are undertaken in a safe and suitable environment.
 - g) You are at all times fully responsible for your child or the child in your care undertaking the wellness services. It is your choice as to whether you remain in the same room as the child during the session, however you shall remain solely and fully responsible for ensuring they are safe and not in any distress.

7. TREATMENT FEES AND PAYMENT TERMS

- 7.1** The fees for our wellness services are set out on our website or shall be notified to you at the time of booking
- 7.2** Save for clause 7.3 the fee for the wellness services shall be invoiced to you and such invoice shall be paid within 2 days or in any event at least 7 days prior to the first session. If a booking is made less than 7 days prior to the session commencing then full payment is required at the time of booking.
- 7.3** If wellness services are purchased through the shop on the website then payment is required at the time of ordering such services. Such payment shall be made through the website.
- 7.4** Failure to make the payment for the fee may result in your wellness service or session having to be postponed or cancelled.

7.5 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time.

8. CANCELLATION PROVISIONS

8.1 We may cancel a session or sessions for the following reasons;

- a) events outside our reasonable control
- b) you have provided us information where in our sole opinion we feel the wellness services proposed is no longer suitable for you.
- c) we do not believe that you are in a safe or suitable location to undertake a remote session.
- d) You fail to comply with the obligations of the Guide

e) You demonstrate behaviour which is our sole opinion we deem inappropriate towards us or any other participant in the session.

f) You have failed to make a payment in accordance with clause 7.2

8.2 In the event we have to cancel a session or sessions then where appropriate we shall reschedule the session as soon as possible at a date and time suitable to us both or we shall make a recording of the session or sessions available to you.

8.3 If you wish to cancel your wellness service then you shall advise us in writing as soon as possible. It is acknowledged by you that if the wellness services are booked with other participants then as we cannot cancel the sessions, we may not be able to provide you a refund. Refunds will only be provided at our sole discretion.

8.4 Any wellness services cancelled prior to 7 days before the commencement of the session shall not be entitled to a refund.

9. IF THERE IS A PROBLEM WITH THE WELLNESS SERVICES

9.1 We pride ourselves on providing a professional service. If you have any questions or in the unlikely event you have a complaint about the treatment, please contact us at lou@optimalvitality.co.uk and we will aim to find an amicable solution within 10 working days.

10. OUR LIABILITY TO YOU

10.1 We are responsible for loss or damage you suffer that is a foreseeable result of our negligence. Such liability whether in contract or tort shall be limited to the value of the fees paid for the wellness services.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence

11. DATA PROTECTION

11.1 We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website www.optimalvitality.co.uk

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All Intellectual Property Rights (IPR) including copyright in the wellness services, and any associated documents or materials in whatever paper or electronic format shall at all times remain the property of Lou Tassell and or Optimal Vitality

12.2 Nothing in this contract shall permit you to copy, amend or use in any way whatsoever our IPR, this includes but is not limited to recording any of the sessions without our prior written approval.

12.3 If we supply you with any materials relating to our wellness services then these shall be for your personal use only and shall not be copied, sold or be permitted to be used by any third party.

13. CONFIDENTIALITY

13.1 Both parties undertake to keep confidential any confidential information, which shall be deemed as any information exchanged between us or any other participant during a session or any information regarding

the wellness services or specific information about either party or any other participant obtained under or in connection with this contract.

- 13.2** All parties acknowledge that some wellness services are group sessions and therefore it is essential that strict confidentiality is adhered to for all participants of the session.
- 13.3** Any disclosure of any confidential information, is not permitted unless the disclosing party has obtained prior written approval.
- 13.4** Each party shall notify the other party immediately of any disclosure or suspected disclosure of any confidential information and both parties shall provide all necessary assistance to the other to terminate any disclosure or misuse of any Confidential Information.

14. OTHER IMPORTANT TERMS

- 14.1** This contract is between you and us. No other person shall have any rights to enforce any of its terms
- 14.2** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.3** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to deliver the treatments we can still require you to make the payment at a later date.
- 14.4** This Agreement constitutes the entire agreement between the parties and replaces all other terms and conditions, undertaking and agreements howsoever agreed. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law
- 14.5** In the unlikely event of a dispute then both parties agree to attempt to resolve the matter in accordance with clause 9.1 , if this process fails to find an amicable solution the both parties agree to submit the dispute to an independent mediation provider prior to engaging formal court proceeding .
- 14.6** This Contract shall be governed by English law and both parties consents to the exclusive jurisdiction of the English courts in all matters regarding it.