Hands to Heal Massage Therapy Ltd – Terms & Conditions 2025

Effective 2025 – Updated to comply with applicable New Zealand laws

Please read the Hands to Heal Massage Therapy Ltd 'Terms & Conditions' before making any appointment to avoid any misunderstanding.

In this document, the following definitions apply:

- "we," "us," "ours" Hands to Heal Massage Therapy Ltd
- "client," "you," "your" The individual receiving our services

1. New Clients

• Extended Initial Appointment:

New clients are advised to allocate an additional 10–15 minutes for their first appointment. This extra time will be used to review or complete (if not already submitted online) your client history form and to discuss your treatment plan with your Hands to Heal Massage Therapist.

- 2. Client History Form
 - Mandatory Requirement:

Massage therapies/treatments will not be provided unless a current and complete consultation/client history form has been submitted.

- $\circ~$ Treatments will not proceed if you refuse to provide all the requested details.
- Responsibility:
 - It is your responsibility to notify us of any changes in your health or medical conditions.
- Procedure:

The client history form must be reviewed, completed, and signed by you during your massage therapy appointment.

• Compliance:

The form must be completed in accordance with the NZ Health & Safety Act (for insurance purposes) and to ensure that our therapists remain within the NZQA scope of practice.

• Availability:

For your convenience, the client history form is available for download via our website at: <u>handstoheal.com/resources</u>

3. Contraindications

• Review Required:

Please review the Contraindications page on our website to ensure that none of the conditions listed apply to you.

• Medical Clearance:

If any contraindications reflect your condition, please contact us before booking your appointment, as you may require your doctor's written permission to receive a massage.

• Client Responsibility:

You are responsible for ensuring that you are in a suitable state of health to receive treatment.

• Non-Treatable Conditions:

Certain contraindications may completely prevent you from receiving massage therapy. If unsure, please contact us for clarification.

4. Appointment Bookings

Booking Process:

Appointments for massage therapies/treatments must be made using our online, phone, or email booking services at least 24 hours before your preferred time.

• Short Notice Appointments:

For appointments requested less than 24 hours in advance, please use our phone booking service only. • Confirmation:

All online and email booking requests will be confirmed by a member of our team via email or phone. An online or email booking request does not automatically confirm availability.

4b. Contact Details

• Accuracy Essential:

To ensure a smooth booking process, you must provide accurate contact information (e.g., telephone number(s) and email address).

• Responsibility for Delays: Hands to Heal Massage Therapy Ltd cannot be held responsible for delays caused by incomplete or inaccurate contact details.

5. Reservations

• Scheduling:

For reservations and appointment scheduling, please contact us directly. A staff member will confirm your appointment via phone, text, or email.

5a. Cancellations

• Notice Requirement:

Please provide at least 12 hours' notice if you cannot keep your appointment. Exceptions will be made for genuine family or medical emergencies; for these, a phone contact at least six hours prior to the appointment is required.

5b. Late Cancellations

• Penalty:

Late cancellations will result in a charge for the full amount of the booked therapy/treatment, to compensate the therapist for the lost time.

5c. Late Show/No Show

• Grace Period:

Appointments will be held for a maximum of 15 minutes if you are late.

• Policy:

If you arrive later than 15 minutes past your scheduled time, your appointment may be canceled and you will be charged the full amount for the therapy/treatment, except where an exception (see clause 5a) applies.

• No Show:

If you fail to attend (a "no show"), you will be responsible for the full fee for your booked therapy/treatment.

6. Prices

• Price Changes:

All fees and prices are subject to change without prior notice.

• Current Pricing: For the latest massage fees and pricing, please refer to our website: <u>Massage Pricing</u>

7. Payment Terms

• Accepted Methods:

Payments are accepted in cash unless other arrangements have been made with management.

• EftPos payments (Visa and MasterCard) are accepted, though these incur a 3% surcharge.

• Other secure payment options include internet banking, direct debit, or PayPal.

• Payment Timing:

All payments must be made in full at the end of your session on the day of your appointment.

• Inquiries:

For any questions regarding payment methods, please contact us.

- 8. Special Offers
 - Combination Restriction: Special offers and discounts cannot be combined with package deals.
 - Terms Availability:

Please refer to the Special Offers Terms & Conditions on our website for details, as these are subject to change.

- 9. Package Deals
 - Combination Restriction: Package deals cannot be combined with special offers.
 - Terms Availability:
 For details regarding package deals, please review the Package Deals Terms & Conditions on our website, as they are subject to change.
- 10. Therapies/Treatments
 - Information Availability:

Detailed information about all our massage therapies, treatments, and services is available on our website.

 Non-Misleading Information: Descriptions of our therapies/treatments are provided accurately and are not to be misinterpreted.

11. Events/Party Massage Sessions

• Pricing:

Pricing for events or party massage sessions depends on the number of persons, treatment(s) provided, and treatment duration.

- Group Discounts: Discounts are available for groups of four or more.
- Availability:
 Event sessions are subject to availability. Please contact us for a quotation.
- 12. Gift Certificates
 - Purchase Options:

Gift certificates are available for purchase online or in person.

• Payment Requirement:

Gift vouchers/certificates must be paid for in full at the time of collection, or before dispatch.

• Usage:

Gift certificates are redeemable only at the Hands to Heal Massage Therapy Centre and are not convertible to cash or other products.

- 13. Client's Behaviour
 - Expectations:

Inappropriate behaviour, including offensive comments or suggestions, will result in immediate termination of your session, a requirement to pay in full for that session, and potential denial of any future bookings.

• Blacklisting:

Instances of inappropriate behaviour may result in your details being forwarded to MNZ for blacklisting.

 Sexual Misconduct: Any behaviour of a sexual nature that is deemed inappropriate will result in NZ Police being contacted.

13a. Right of Refusal

• Discretion:

Hands to Heal and/or its contracted massage therapists reserve the right to refuse any massage bookings or treatments without providing a reason.

13b. Code of Ethics – Massage Therapy Treatment Session

• Dress Code:

Clients must wear appropriate undergarments throughout the session.

- Ethics Compliance: We adhere to the MNZ Code of Ethics and NZQA massage therapy standards for treatment between client and therapist.
- Session Termination:

A therapist may terminate a session immediately if deemed necessary; payment in full will still be required.

 Area Restrictions: Massage therapists will not provide massage services to the breast or pelvic areas.

14. Age

- Minimum Age Requirement:
 - Clients must be 18 years or older to receive treatment.
- ID Requirement:

We reserve the right to request proof of age/ID from clients, even if over 18.

• Under 18:

If you are under 18 and wish to receive massage treatment, you must supply written parental/guardian consent with a copy of both your ID and that of your parent/guardian.

- We reserve the right to contact your parent/guardian to confirm consent, or require their attendance at the session.
- Pre-Booking Contact:

Please contact us if you are under 18 and wish to receive treatment.

15. Copyright and Intellectual Property

15a. Copyright

• Ownership:

The copyright and all other rights in the materials on this website are owned by Hands to Heal Massage Therapy Ltd or are used with the permission of the rights owner.

• Usage Rights:

Visitors may download a single copy of the material for personal, private viewing only. Commercial copying or distribution is prohibited without prior written consent.

15b. Trademarks

• Ownership:

All trademarks on this site are the property of their respective owners.

15c. Links

• External Links:

This website may contain links to third-party sites. We do not endorse or accept responsibility for the content on these external sites.

15d. Accuracy & Completeness

• Reliability:

While we take care to ensure that the information on this website is accurate and complete, certain content may be provided by third parties and should be independently verified where necessary.

• Disclaimer:

This website is provided "AS IS" without warranties of any kind. We are not liable for inaccuracies, omissions, or disruptions in availability.

15e. General

• Limitation of Liability:

Hands to Heal Massage Therapy Ltd is not responsible for any failures in performance caused by factors beyond our control.

Access Restriction:

We reserve the right to restrict, suspend, or terminate access to our website and/or services at any time.

• Supersession:

These Terms & Conditions supersede all prior agreements, arrangements, warranties, and understandings between you and us.

• Legal Rights: These Terms & Conditions do not affect your statutory rights under New Zealand law.

16. Photography, Image Use, and Social Media

- Clinic and Product Imagery: Hands to Heal Massage Therapy Ltd reserves the right to photograph or video record our clinic, products, and therapy spaces for marketing, promotional, and archival purposes.
- Massage Therapist Imagery: Images or videos of our massage therapists at work may be captured for use on our website, social media channels, and other promotional materials.
 - Identifiable images of individuals will only be used with appropriate consent in accordance with applicable privacy guidelines.
- Usage Across Platforms:

Any images or videos captured may be used across digital, print, and promotional platforms. By booking an appointment with us, you agree that such images or videos may be taken and utilized.

• Client Session Privacy:

Client sessions will not be recorded or photographed unless explicit written consent is obtained before the session.

• Opt-Out Provision:

If you have concerns regarding photography or image use during your appointment, please notify your therapist or contact us in advance.

17. Client Restrictions on Photography, Use of Proprietary Materials, and Social Media Conduct

• Prohibition on Client Photography:

Clients are not permitted to take photographs or video recordings of our clinic's interior, proprietary logos, massage therapists' products, or any other copyrighted material without prior written consent from Hands to Heal Massage Therapy Ltd.

• Social Media Restrictions:

Clients agree not to post any images or video recordings captured on our premises—whether of our clinic, logo, massage therapists' products, or treatment sessions—on social media or public platforms without prior authorization. Unauthorized use that misrepresents or harms our reputation may result in appointment cancellation and legal action.

• Review Conduct: While we welcome genuine feedback, deliberately posting defamatory or false reviews on social media, which do not accurately reflect your experience, may subject you to legal recourse. We encourage you to direct any concerns or constructive feedback to us through appropriate channels.

18. Governing Law and Jurisdiction

- Legal Compliance: These Terms & Conditions are governed by and construed in accordance with New Zealand law as it applies in 2025.
- Jurisdiction:

Any disputes arising from these Terms & Conditions shall be subject to the exclusive jurisdiction of the New Zealand courts.

For a printable copy of these Terms and Conditions, please click here.

By using our booking services or attending an appointment, you acknowledge that you have read, understood, and agree to these Terms & Conditions, including all provisions regarding photography, image use, and social media conduct, as updated for compliance with New Zealand law in 2025