

1. Definitions

1.1 'SMCT' means Sports Massage Cape Town

1.2 'Client' means the person and/or company for whom the Services have been requested

1.3 'Booking Form' means the form containing the booking details that has been emailed to and confirmed by the Client in advance of the booking

1.4 'Service' means the Service/s requested by the Client shown on the Booking Form

1.5 'Agreed Hours' means that a Practitioner/s will be available for the hours as requested by the Client and shown on the Booking Form

1.6 'Practitioner' means the individual massage, complementary or beauty therapist, workshop presenter or other healthcare professional who attends the Premises for the purpose of performing the Service

1.7 'Individual' means the individual guest/employee of the Client attending the event who has requested the Service

1.8 'Premises' means the location address as provided by the Client and shown on the booking form

2. The Provision

2.1. SMCT shall provide qualified and insured Practitioner/s to the Client at the Premises for the Agreed Hours.

2.2. SMCT shall instruct the Practitioner to provide the Service as requested by the Client and attend to the requirements of each Individual who requires the service exercising proper professional skill and diligence in the rendering of the Service.

2.3. The Practitioner reserves the right not to provide the Service for any Individual they deem unfit to receive such Service. It is general SMCT policy that our treatments will NOT be provided for Individuals in the first trimester of pregnancy.

2.4. SMCT can supply an online booking system or template schedules on request

3. The Client's Obligations

3.1. The Client must provide a suitable area for the Service to take place and a contact person for SMCT to liaise with.

3.2. All Individuals receiving a complementary therapy treatment must sign a medical consent form prior to every treatment.

3.3. The Client is responsible for delivering a schedule to the Practitioner before the start of the Agreed hours if applicable.

3.4. The Client will explain to each Individual the nature and extent of the Service.

4. Payment by the Client

4.1. The agreed fee for the Services is as shown on the Booking Form. All fees shown include VAT.

4.2. Payments can be made by credit/debit card and are due 10 days prior to the booking date or immediately if the booking date is less than 10 days away. The Client will be issued with an invoice which will contain instructions on how to make payment. If payment is not received by the due date, the booking may be cancelled. Bookings are not confirmed until payment is made.

4.3. Any changes to the Agreed Hours or Services 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 original method of payment within 10 days subject to a R100.00 administration fee.

4.4. For recurring bookings, the Agreed Fee is the fee payable per calendar month. Payment for the first month is due 10 days prior to the booking date or immediately if the booking date is less than 10 days away. For subsequent sessions, the Client will be invoiced at the end of each month and each invoice is payable within 30 days.

4.5. For bookings where the Individual pays or part pays

4.5.1. Individuals should pay their proportion of the fee in advance. Either at the time of booking by credit or debit card via our online appointment system or directly to the therapist or directly to the Client, whichever has been agreed in advance with SMCT

4.5.2. Any outstanding amount will be invoiced to the Client for immediate payment as per clause 4.2

4.6 SMCT reserves the right to charge interest on all payments made after the due date at a rate not exceeding three percent per annum above the base rate of Barclays Bank plc from time to time, interest to be calculated on a daily basis until satisfaction of any Judgment Debt or payment in full (whichever is later).

5. Cancellations and changes

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

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

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

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 SMCT.

5.3. SMCT reserves the right to cancel the provision of the Service without notice in case of the illness of a Practitioner or other circumstances beyond its control. SMCT shall make reasonable attempts not to cancel the Service but the Client acknowledges that it may not be possible for an alternative Practitioner to attend the Premises. In this circumstance the Client will be offered an alternative day or a full refund will be issue

5.4. Any refunds due will be repaid back to the original payment method 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. Liability & Insurance

7.1. The Client acknowledges that the Practitioner is an independent contractor and not an employee of SMCT and that any liability as to the provision of a Service is between an Individual and the Practitioner.

8. Law

This Agreement shall be subject to English Law and the sole jurisdiction of the English Courts