Booking Terms And Conditions

Please take the time to read this information carefully.

Please note that by booking an appointment with The Oxford Body Whisperer, you are agreeing to our Terms & Conditions and our Privacy Notice.

You have also agreed to attend the appointment you have booked.

In the Terms & Conditions, the following definitions apply.

**“TOBW"** means The Oxford Body Whisperer.

**“Client”** means any person who has made an appointment via the online booking tool, email or phone.

**“Clinic”** means any TOBW clinic.

**“Terms & Conditions”** refers to these terms & conditions.

TOBW reserves the right to vary and revoke the Terms & Conditions from time to time with variations it may consider necessary or desirable for the regulation of the affairs of the Clinic and the conduct of Clients. Any such changes will be notified to Clients and, until revoked, are and will be binding on Clients. The Terms & Conditions will be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

1. **REGISTERED CLIENT**

1.1 Subject to these terms and conditions, when a person has completed a booking via the online tool, email or phone, they will become a Client of TOBW.

1.2 Acceptance of a person as a Client is at the absolute discretion of the TOBW.

**2. PAYMENT TERMS**

2.1 Details of treatment fees are available at TOBW website.

2.2 All treatments are by appointment and payment is due on the day of the appointment. Payment can be made by cash or card only.

2.3 Payments for treatments and treatment plans in any amount are non-refundable unless otherwise stated in the Terms & Conditions.

2.4 For promotional vouchers, all vouchers purchased will be sent electronically to a preferred email address provided. The standard cancellation policy applies once an appointment has been booked .

**3. BOOKINGS, CANCELLATIONS, LATE ARRIVALS AND LATE NOTICE POLICY**

3.1 Details of treatment times are available on the website.

3.2 A Client may book or reschedule appointments for themselves via the online booking system or by calling the main number.

3.3 The total time of your appointment includes the consultation, undressing, treatment, dressing and payment. If you feel you will require more time please contact the clinic prior to your treatment.

3.4 Clients will be charged for an appointment where cancellation or the rescheduling of an appointment is not made online or notice given 24 hours prior to the appointment. Failure to attend an appointment with less than 24 hours notice of cancellation will incur the charge for the full appointment.

3.5 An invoice for any cancellation / no show charges will be sent to you by email for payment by bank transfer within 7 days. Following a cancellation, payment must be made before any further appointments can be confirmed.

3.6 Treatments are booked on a first come first served basis, there is a waiting list facility on the online booking system. If a Client joins the waiting list for a particular session and then books that session, the booking will be subject to the Terms and Conditions in the usual way.

3.7 TOBW has the right to cancel a treatment without notice if the therapist is taken ill or is otherwise unable to attend.

3.8 TOBW has the right to cancel a treatment without notice if the Client is intoxicated or inebriated and no further bookings will be accepted from the Client in this case. TOBW may cancel the booking without recourse if terms 3.7 to 3.8 apply.

3.9 TOBW commits to rearranging treatments to a new time and date within two weeks of the cancelled treatment where possible except if 3.8 applies.

3.10 The Client is allowed an appointment time and this time and duration has to be adhered too even if the Client arrives late as TOBW is unable to overrun.

**4. SAFETY & HYGIENE**

4.1 The Client has a duty to provide accurate and true medical and personal information. to the best of their knowledge and to keep the TOBW up to date with details of any medication. symptoms, medical concerns or treatments they are having investigated or undergoing treatment for.

4.2 Due to the nature of massage and the need for close contact, TOBW maintains a high standard of personal hygiene and clients are asked to ensure that they also maintain a high standard of personal hygiene.

4.3 TOBW may refuse to treat any Client or part their body with just and reasonable cause. TOBW reserves the right to terminate any appointment at any time if they believe that it is not safe or in the client’s best interest to continue. Likewise, the client has the right to refuse, modify or terminate treatment at any time, regardless of prior consent given.

4.4 If a practitioner is unwell, suffering from a cold or virus, infection or general ill health, they will be unable to work due to the risk of cross contamination. This may result in TOBW contacting you to inform you of the issue at the earliest opportunity to reschedule.

4.5 Clients are asked not to attend massage if they are unwell, suffering from a cold or virus, infection or general ill health. Please contact TOBW via email at info@theoxfordbodywisperer.co.uk at the earliest opportunity to rearrange your appointment. Please note that our Cancellation Policy may still apply.

4.6 All practitioners of TOBW may refuse to treat any client or part of their body with just and reasonable cause. TOBW reserves the right to terminate any appointment at any time if they believe that it is not safe or in the client’s best interest to continue. Likewise the client has the right to refuse. modify or terminate treatment at any time, regardless of prior consent given.

4.7 TOBW holds the right to refuse any treatment if a client is physically or verbally abusive towards any practitioner or demonstrates inappropriate, aggressive or sexual behaviour. Such behaviour may result in a ban from the clinic and may also result in criminal proceedings.

4.8 In the interests of safety and hygiene no food is permitted in the Clinic.

4.9 With the exception of guide dogs, no pets are permitted in the Clinic.

4.10 TOBW, including the practitioners, will not be held responsible for the loss or damage of personal items during your time at the Clinic premises.

**5. TREATING UNDER 16’s AND VULNERABLE PERSONS**

5.1 Clients under the age of 18 years old and vulnerable persons must be accompanied by a parent or guardian. This client and the parent or guardian must give permission for the agreed massage plan to be performed and will be requested to co-sign the New Client consultation Form. They will be invited to stay in the room for the duration of the appointment and expected to remain present throughout the treatment. The Client will need to give their consent prior to any treatment.

**6. GENERAL**

6.1 Clients are required to give written notice to TOBW of and change of address or email address. Failing such notice, all communication will be assumed to have been received by the Client within five days of mailing to the last address notified to TOBW.

6.2 TOBW may, if a Client wshes, communicate with the Client by email . By providing an email address to TOBW, the Client consent to receiving email communications from TOBW, including notices pursuant to the Terms and Conditions. The Client also accepts the risk that email may not be a secure and confidential means of communication. TOBW will not be liable for any loss or damage suffered as a result of communicating with a Client by email.

6.3 Any marketing, educational or other materials of any nature whatsoever produced by TOBW in connection with the Clinic and which are made available to Clients at the Clinic will at all times remain the property of TOBW and will be subject to TOBW’s copyright.

**7 COMPLAINTS PROCEDURE**

7.1 If a Client wishes to make a complaint about TOBW, those must be emailed to info@theoxfordbodywhisperer.co.uk

7.2 Complaints must include the date and location of the incident, the full name of the complainant, details of the complaint and a desired outcome following the complaint. All complaints will be taken very seriously and a response will be provided within 14 days.

7.3 For complaints specifically regarding data processing please see 8.11

**8 PRIVACY POLICY**

As we record and use sensitive health data we take the protection of this data very seriously.

8.1 Who We Are ; We are The Oxford Body Whisperer, email address info@theoxfordbodywhisperer.co.uk. For the purposes of processing your personal data we are the controller.

8.2 Data controller - Nikki Carrol is your first point of contact for any matters regarding your personal data we process. Contact info@theoxfordbodywhisperer.co.uk

8.3 Personal data we process and what we do with it.

The following information is collected: Client name; address; date of birth; email address; phone numbers; GP details; health information including medical history, diagnosis and treatment data. Our lawful basis of processing this data is one of contract and for the health information, the provision of health related services. In addition we will only examine or treat you with your explicit consent. All client records are electronic.

8.4 How we collect the information

All information is given by the Client, their carer, parent or legal guardian.

Data and Medical Information is collected verbally on the phone by practitioners to book appointments, take contact details and prepare for appointments if appropriate.

Medical information is collected by practitioners verbally at a face to face appointment.

8.5 Data storage and disposal

8.5.1 We use several software packages at the clinic to provide Clients with the best service. Third party software providers are listed below.

Cliniko is the main provider from both appointment bookings and treatment note taking and they are GDPR compliant.

Rehab My Patient is the main provider of exercises prescribed and treatment note taking and they are GDPR compliant.

8.5.2. Data may be shared with NHS Trace and Test, if required, to minimise the spread of Covid 19.

8.5.3. Registration form via paper form are stored securely at TOBW clinic and are destroyed after 4 years as electronic copies are stored.

8.5.4 Whilst you are receiving treatment from the clinic we will continue to store and use your personal data. Once you have been discharged, statutory requirements for data retention are a minimum of 8 years for adults and 25 years for children.

8.5.5 Consent

8.5.6 Client data is also used for both operational and company marketing purposes. Operational communication includes but is not limited to appointment reminder emails or text messages, invoices and feedback requests.

8.5.7 We do send marketing including but not limited to newsletters, offers and discounts which Clients opt in to with a tick box on their first visit.

8.5.8 We check Client’s still want to receive communication on a regular basis.

8.5.9 We process your data using the lawful basis of consent for marketing and fulfilment of contract and legitimate interest for processing your medical records and sending you health information and exercises relating to your condition.

8.5.10 Your medical record is processed as Special Category Data under Article 9 2(h) of the GDPR. Parents must give consent for communication with children under 16 years old.

8.6 Your Rights

8.6.1 As we process our personal data, you have certain rights. These are a right of access, a right of rectification, a right of erasure and a right to restrict processing.

8.6.2 You may request a copy of your data at any time. Please make such a request in writing or by email to the Data Controller, whose details are shown above. Please provide the following information ; your name, your address , telephone number, email address and details of the information required. We will need to verify your identity so we may ask for a copy of your passport, driving license and or recent utility bill.

8.6.3 If you believe any of the personal data we hold on you is inaccurate or incomplete please contact the Clinic directly and any necessary corrections to your data will be made promptly.

8.6.4 If you believe we should erase your data, please contact the Data Controller, whose details are shown above.

8.6.5 If you wish us to stop storing or using your data, please contact the Data Controller, whose details are shown above.

8.7 Security and Data Breaches

8.7.1 Should your personal data that we control be lost, stolen or otherwise breached, where this constitutes a high risk to your rights and freedoms , we will contact you without delay. We will give you the contact details of the Data Controller who is dealing with the breach , explain the nature of the breach and the steps we are taking to deal with it.

8.7.2 Access to paper records is restricted to practitioners and admin staff who have signed a confidentiality and processor confidentiality agreement.

8.7.3 All electronic data is password protected and access to information can be restricted. Systems are kept updated and anti virus security systems are in place and updated.

8.7.4 Data breaches will be detected by observing signs of unauthorised entry to storage areas, monitoring communications or becoming aware of a security breach (e.g. a virus or unauthorised log on or change to permissions) on the computer system. Data breaches will be investigated and reported to the Information Commissioner’s Office within 72 hours by the appointed person. Client’s will be informed if we believe a data breach has occurred.

8.7.5 Clients may contact the information Commissioner’s Office if they believe a data breach has taken place . Information Commissioner’s Office 0303 123 1113

8.8 Disclosure of your information/data sharing

8.8.1 Information is only shared with other persons with Client’s permission. This would usually be with other health professionals. Client information is never passed on to other clinics, practitioners, persons or companies.

8.8.2 We may pass information with your permission to other medical professionals who may be involved in your care; this may include GPs, consultants, occupational health departments or other Health and Care Professions.

8.8.3 This information may be passed on in the form of a written letter which is given to you - if this is the case the letter becomes your responsibility and the protection of its contents is your responsibility.

8.8.4 If the information is passed electronically by email, we will seek your consent first and we will take all reasonable precautions to transmit the information securely.

8.8.5 Data may be shared without consent on rare occasions, if there was a legal order or in cases of serious safety risks.

8.8 Client Rights

8.9.1 Clients and anyone we hold data about have some rights under GDPR. You can request to see your data at any time, move your data to another practice, correct any inaccuracies, prevent marketing. You may request for details to be deleted but due to our legal obligation we cannot delete your health record but we can remove you from our contact list.

8.9.2 If the client requires copies of data it can only be released on receipt of a signed request or in exceptional circumstances. Any data sharing is detailed in the Client record.

8.10 Changes to our privacy policy

8.10.1 All changes will be notified on our website.

8.11

Should you wish to complain

8.11.1 Clients may raise any complaints about data processing with our Data Controller who may be contacted at info@theoxfordbodywhisperer.co.uk

8.11.2 You may also contact the Information Commissioner’s Office directly. [www.ico.org.co.uk](http://www.ico.org.co.uk) should you wish to make a complaint about the way we are processing your personal data.

8.12 Automated Decision Making and Profiling

We do not use any system which uses automated decision making or profiling in respect of your personal data.

**9 INTELLECTUAL PROPERTY**

TOBW logo, trademark graphics, photos and site content are the property of TOBW and protected by law. Permission must be gained before you are allowed to use, make or distribute. All rights are reserved.

**10 PROMOTiONAL OFFERS AND CONCESSIONS**

10.1 Only one offer is valid per appointment booking and cannot be used in conjunction with another offer.

10.2 All offers are time limited, as detailed on the advertised promotion. If not stated they will be valid for a maximum of 6 months. All offers are subject to availability at the time of booking.

10.3 For referral offers, the client being referred must be a new client ho has not enquired or attended TOBW previously.

10.4 Member offers are only valid to current members of the club, gym or organisation stated.

10.5 The offer code must be quoted at the time of booking and the discount will be deducted at the point of payment.

The standard TOBW Terms and Conditions still apply.

**DISCLAIMER**

TOBW provides Soft Tissue Therapy in a variety of forms, but none of these treatments are a substitute for professional medical care or counselling. None of the practitioners at TOBW will diagnose, prescribe medication or medical treatment of any kind, unless they are personally qualified to do so, and will always recommend referral to a GP or other qualified medical specialist or practitioner.

The client has a duty to provide accurate and true medical and personal information, to the best of their knowledge and to keep The Oxford Body Whisperer up to date with details of any medication, symptoms, medical concerns or treatments they are having investigated or undergoing treatment for.