



# GLASS HOUSE

DETOX & WEIGHT LOSS RETREAT

## Treatments and Therapies Terms

**What these terms cover.** These are the terms and conditions on which we provide the treatments and therapies advertised on our website and at our venue ("the Retreat"). Throughout these terms, the treatments and therapies are described as "the Treatments".

These terms apply to any additional Treatments supplied to retreat guests and all Treatments purchased by our day guests.

### 1 BOOKINGS

- 1.1 **Making a booking.** Treatments may be booked over the telephone, in person at reception or online via our website or the Glass House Retreat app.
- 1.2 **About you.** You confirm that you as the lead guest are over the age of 18 and no member of your party is under the age of 16. In addition, you confirm that if a member of your party is under the age of 18 you take full responsibility for their safety and wellbeing while at the retreat.
- 1.3 **Pregnancy.** Not all treatments are suitable for pregnant women and you must tell us at the time of booking if you or any of the guests in your booking are pregnant.

### 2 PRICE AND PAYMENT

- 2.1 **Price.** The price for our Treatments can be found on our website or in our brochures.
- 2.2 **How to pay.** We only accept payment by credit or debit card when the booking is made. We do not accept payment by cheque or American Express. Payment may only be made in the currency as shown in the booking.
- 2.3 **Late cancellation.** Cancellation of a treatment or therapy by you less than 24 hours before the intended appointment, or failure to attend an appointment, will result in a 100% charge for the Treatments due to be provided.

### 3 PERFORMANCE OF THE TREATMENTS

3.1 We will provide you with the Treatments:

3.1.1 only after you have completed the contraindications form (see below); and

3.1.2 in accordance with the description of our Treatments.

3.2 **We may provide the Treatments on the basis of individual sessions or over a series of sessions.** We believe the best results or benefits are usually only possible if a series of sessions are booked.

3.3 You understand and agree that we are not a medical centre and do not have a resident doctor. By booking the Treatments, you confirm that you do not have any contraindication to obtaining that treatment.

3.4 **Failure to attend a Treatment.** Failure to attend a Treatment during the Retreat will not result in a refund.

3.5 **You agree to complete our contraindications form before the Treatments are provided.** This form asks health questions we need to know before providing the treatment. If you refuse to complete the contraindications form, we will not provide the Treatments.

3.6 If there is a significant period of time between when you completed the contraindications form and your appointment, we may:

3.6.1 ask you to confirm in writing that the information you provided on the contraindications form remains accurate and that nothing of significance has changed in your medical condition or lifestyle which will affect any Treatments we will provide; or

3.6.2 refuse to provide the Treatments until you have completed the contraindications form.

3.6.3 reserve the right to perform a verbal consultation in the Treatment rooms prior to treatment commencing.

3.7 **Treatment Complaint:** Should you have valid complaint regarding your Treatment/s, you must notify us within 24hrs after receiving your Treatment. If you should experience any adverse reaction to any Treatments performed at GHR, you must notify us within 24hr to adequately investigate and respond in order to evaluate the correct follow up procedure.

3.8 **Return of Spa Products:** We will accept a return of spa product within two weeks of the purchase date. Item/s must seal, unused and in original packaging.

3.9 **Review of the contraindications form.** The therapist providing the Treatments will review your contraindications form and based on your replies, will confirm whether we can provide the Treatments. If we are unable to provide the treatment as a result of the information provided on your contraindications form, we will do our best to accommodate you by providing a suitable alternative treatment of equivalent value. If we are unable to provide the treatment because of a contraindication which you should reasonably have known would prevent us from providing the treatment, paragraph 5.4 will apply as if you failed to attend the scheduled appointment.

- 3.10 **Signing the contraindications form.** Your therapist will ask you to sign the contraindications form to indicate that the information that you have provided and that what we have agreed and stated in respect of the Treatments is recorded accurately if the consultation form is not completed online.
- 3.11 **We are not a medical centre and our Treatments do not constitute medical advice or medical care.** Whilst our therapists will seek to take into account your needs and requests when performing the therapies, they are provided for recreational purposes only and we do not guarantee any health benefits or improvements. All Treatments are offered and used at your own risk. Our aim is to provide the Treatments using reasonable care and skill.
- 3.12 **Minors (guests aged 16 and 17)** can receive hands-on spa therapies such as massage, facials, waxing and nail treatments and attend exercise classes at Glass House Retreat. A parent or legal guardian must be present with the minor during any treatment, exercise class and in completing their Medical Questionnaire and they agree to the following
- 3.12.1 Massage and spa therapies are for general wellness and stress reduction only.
- 3.12.2 The guardian must always remain in the treatment room with the minor, during treatments and exercise classes.
- 3.12.3 The minor does not have any injuries or conditions that prevent them receiving the treatment.
- 3.12.4 The minor must inform the therapist of any pain or discomfort immediately so pressure and/or techniques can be adjusted.
- 3.12.5 Glass House Retreat cannot be held responsible for any injuries or accidents that occur from partaking in physical exercise while at Glass House Retreat.
- 3.12.6 The guardian confirms they will always supervise the minor while using the gym and spa facilities and that they acknowledge the risks associated with the use of these facilities and take full responsibility for their use by the minor.
- 3.12.7 The guardian gives permission for the minor to receive first aid if required.

## 4 Exercise Classes

- 4.1 We will provide fitness and exercise classes:
- 4.1.1 only after you have completed the contraindications form; and
- 4.1.2 in accordance with the description of our classes.
- 4.2 You shall be required to complete a contraindications form before attending exercise classes during the Retreat. For the purpose of this clause 6, clauses 5.2 to 5.9 and 5.12 shall apply to as though referring to exercise classes instead of treatments.

## 5 YOUR POSSESSIONS

- 5.1 The Retreat is used and visited by holiday guests and by day guests receiving treatments. We suggest that you place any personal possessions in your room, or the lockers provided before the start of your session. We accept no liability for any possessions left unattended during your stay.

## **6 LATE ARRIVALS AND TREATMENT SCHEDULING**

- 6.1 The Treatments are offered daily between the hours of [9am and 7pm].
- 6.2 The Treatments are usually provided in one hour time slots, or for the amount of time indicated on our website or brochures. A few minutes at the beginning of each session may be required to set up, ask you any questions about your health, any issues or problems and allowing you time to change if necessary.
- 6.3 You must arrive 5 minutes before the scheduled start time for your treatment. If you are late for your appointment, where possible we will provide the treatment for the remaining therapy time only. If it is not possible to provide the treatment due to your late arrival, we shall not reschedule your appointment unless this was for reasons beyond your reasonable control and paragraph 5.4 will apply.

## **7 STOPPING A SESSION**

- 7.1 We may stop the session and cease to provide the Treatments at any point during your session if you:
- 7.1.1 appear to be unwell or becoming unwell; and/or
- 7.1.2 do not follow our reasonable instructions relating to receiving the treatment (such as instructions relating to your or our therapists' safety); and/or
- 7.1.3 behave or act in an offensive or unreasonable manner.

## 8 COMPLIANCE WITH THE RETREAT GUIDELINES

- 8.1 You agree to be bound by the Retreat Guidelines. In particular, you must:
  - 8.1.1 Arrive at your therapy in a clean and fresh state wearing dry underwear; and
  - 8.1.2 remove any make-up before facial treatments.
- 8.2 Our therapists may request that you take a shower, change, or remove your make-up if the requirements of 8.1.1 & 8.1.2 are not met
- 8.3 If you do not comply with the Retreat Guidelines, we may refuse to provide the scheduled treatment and paragraph 2.3 shall apply as a failure to attend the appointment.

## 9 USE OF THE FACILITIES BY TREATMENT ONLY GUESTS

- 9.1 In addition to agreeing to be bound by the Retreat Guidelines, treatment only guests may not to access any hotel facilities other than those where the Treatments are is delivered and the waiting area. [Treatment only guests are not permitted access to the swimming pool, gym, exercise studio or holistic studio]

## 10 HOW TO END THE CONTRACT WITH US

- 10.1 **Tell us you want to end the contract.** To end the contract with us, please contact us and provide your name, booking reference number, details of the booking and your phone number and email address.
- 10.2 **How we will refund you.** We will refund you the price you paid for the booking by the method you used for payment. However, we may make deductions from the price, for example as a result of late cancellation.
- 10.3 **When your refund will be made.** We will make any refunds due to you as soon as possible, and in any case your refund will be made within 14 days of your telling us you have changed your mind.

## 11 COMPLAINTS

- 11.1 If you would like to place a complaint, please contact us at the following email address [hello@glasshouseretreat.co.uk].
- 11.2 If for any reason you are not happy during with the delivery of your treatment, you should inform your therapist as soon as possible during the delivery of the treatment. Your therapist will put you in contact with a suitable staff member to help address your concerns. Any refunds will be at our sole discretion.

## **12 OUR RIGHTS TO END THE CONTRACT**

- 12.1 We may end the contract at any time because of unavoidable and extraordinary circumstances that are beyond our control and could not have been avoided, such as terrorism, local outbreak of serious disease, natural disasters such as flood, earthquake or weather conditions which make it impossible to travel safely to or from our premises.

## **13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are only responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill when performing the Treatments.
- 13.2 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 or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to for the Treatments to be: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care.
- 13.3 Your contraindication form. We do not accept liability for any loss or damage suffered by you where you have provided incomplete or inaccurate information in your contraindication form for Treatments or fitness and exercise classes.
- 13.4 We are not liable for business losses.

## **14 HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 14.1 **How we may use your personal information.** We will only use your personal information as set out in our privacy policy.

## **15 OTHER IMPORTANT TERMS**

- 15.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you and we will refund you any payments you have made in accordance with clause 10.

- 15.2 **You may need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** 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.
- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** 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 and it will not prevent us taking steps against you at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to [ABTA] via their website at [<https://www.abta.com/>]. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

## 16 VOUCHERS

- 16.1 If a booking is made with a voucher purchased from either our voucher store or a third-party store, you will be held to the purchase terms and conditions of the voucher store, this includes the voucher store's terms and conditions relating to refunds, booking terms applicable to the voucher purchased and any other terms agreed to at point of purchase.