

Terms & Conditions: Le Touch Wellness

Your use of Le Touch Wellness website, our Whatsapp Booking Service and other platforms used by Le Touch Wellness for communication/bookings is subject to these terms and conditions.

Le Touch Wellness is a trademark owned by From Here Forward, VOF with KVK number 78603951.

Le Touch Wellness provides a booking service by Whatsapp message for a range of massages that are performed in each and every case by the independent self-employed professional massage practitioner Rúdi Machado Delgado.

It is specified here that the term “Massage” means well-being and relaxation and does not correspond to therapeutic and/or medical purpose.

1. SERVICES

The Services are known as Massages and are offered through search on www.letouchwellness.nl website, other communication platforms and purchase via whatsapp chat or Treatwell.nl website - other terms apply via this last channel.

As stated above, the contract for the purchase of the Massages is between you and From Here Forward, VOF. This means that it is the Independent Practitioner who is legally responsible for providing the Massages to you. If you have any questions, complaints or requests for refunds, you can contact directly via our whatsapp too.

In order to use the Services you must be over 18 years of age.

2. USE OF WEBSITE

Our Terms govern your use of the website (letouchwellness.nl), our telephone booking services (“Whatsapp Booking”). By using letouchwellness.nl or Whatsapp Booking, you agree to abide by Our Terms.

Please read Our Terms carefully and thoroughly. If you do not accept Our Terms, you must not make a booking through LeTouch Wellness for any Massage Treatment.

3. PERSONAL DATA

In order to provide Booking Services, we must collect personal data from you. Before making a booking with us please read our privacy policy - <https://www.letouchwellness.nl/covid-19-measures/>

4. ELIGIBLE USE

You confirm that you are of legal age to access and use Le Touch Wellness Website and/or Whatsapp Booking Services and of legal capacity to agree to our Terms & Conditions. You are not eligible to use Our Booking Services if you are under the age of 18.

5. USAGE

When browsing Le Touch Wellness website you will be able to access and look for Massages within The Netherlands or any other location the Masseur/Independent Practitioner is and to book Massages with him, Rúdi Machado Delgado.

6. BOOKING PROCESS & PAYMENT

You can make a booking through Le Touch Wellness website by clicking in "Book Now", filling the covid-19 measures form - so you are eligible for booking - and then chat on Whatsapp with your Independent Practitioner in order to complete your booking and ask any pertinent question regarding the massage.

Your payment details will be requested at the time of booking and payment will be collected when you make a booking - through debit/credit card charge or by cash on the spot.

Le Touch Wellness will do all that is reasonably accepted to ensure that all of the information you give us when paying for the Massage is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on the part of Le Touch Wellness, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you may give us at any time.

All payments by credit card or debit card need to be authorised by the relevant card issuer.

By making a booking you agree to provide complete, correct and true information including without limitation billing and payment information.

Once your booking is accepted and confirmed by the Independent Practitioner, you will receive confirmation of your appointment by Whatsapp Message or by email.

As the lead person making the booking, you are responsible for:

- Full payment of the applicable Massage Price;
- Ensuring the health and safety of the Independent Practitioner according to the Covid-19 measures description.
- In case of Outcalls (outside Le Touch Wellness massage room): Ensuring the Independent Practitioner/Masseur has access to your Designated Premises which must, in all cases, represent a suitable space in which the Massage can be performed, with all appropriate facilities (including, adequate lighting and heating), the Masseur will take the working material such as oils, aromas, towels, massage machines and the massage bed.
- To all outcall clients' will be asked to pay the massage value in 100% before the service delivery.

Please note that all fees and charges are inclusive of BTW.

7. PRICES

The price of Massages (each a "Massage Price "and collectively "Massage Prices") varies according to the type and duration of the Massage you book and also the location of the premises you have designated for the Massage Treatment to be provided to you by the Independent Practitioner ("Designated Premises"). Massage Prices are set from time to time and the Massage Price you will be required to pay for a specific Massage (each a "Massage Fee "and collectively "Massage Fees") will be determined by reference to the Massage Prices in force at the date when that Massage is booked.

Full massage menu and prices are set out on Le Touch Wellness website.

8. CUSTOMER RESPONSIBILITIES

In addition to the responsibilities noted above, it is your responsibility to provide complete and accurate information at the time of booking. Failure to provide complete and accurate information may result in a rejection of your booking request, cancellation of your booking or an inability of the booked Independent Practitioner to provide the Massage as requested. Such failure may also result in loss or incorrect delivery of your booking confirmation.

9. CANCELLATION & REFUNDS

Your appointment is very important to Le Touch Wellness and it is reserved especially for you. We realize that there are many things that can come up in people's day to day lives.

While truly sympathetic, when a client cancels without giving enough notice, they prevent another client from being seen. In fairness to all clients as well as to all therapists, this policy is in effect regardless of the reason for the cancellation.

Le Touch Wellness has a minimum 24 hour cancellation/rescheduling policy. If an appointment is missed, canceled or changed with less than 24 hours notice, there will be charged a cancellation fee - 50% of the massage price. Rebooking is possible, but no fee will be refundable.

10. EXTENSIONS AND DELAYS

If you wish to extend the time you have booked, the Independent Practitioner will endeavour to fulfil your request. This subject to the availability of the Independent Practitioner and also payment of an additional charge for the extended time calculated in accordance with the Massage Prices.

If you are delayed and unable to start the Massage at the Designated Premises at the Massage Appointment Time by more than 15 minutes then, unless the Independent Practitioner agrees to the contrary (which is within the sole discretion of the Independent Practitioner): the Independent Practitioner is entitled to end the Massage at the time agreed when the booking was made without making any adjustment to the Massage Fee to reflect the reduced time of the Massage; or if you and the Independent Practitioner agree to proceed with the Massage for the full time allotted notwithstanding the delayed start time, then Independent Practitioner shall be entitled to receive and you shall be obliged to pay before the relevant Massage is given, an additional delay charge charge: 30€.

11. FORCE MAJEURE IN OUTCALLS

Every effort is made by the masseur to provide the service booked by you, the customer. However some circumstances beyond our control may prevent this. Examples include (but not limited to) the following, all of which make it impossible to meet our obligations;

- Adverse or severe weather conditions such as heavy snowfall, avalanches, floods or earthquakes
- Road traffic accidents
- Unforeseen traffic delays or road closures
- Warfare and acts of terrorism (and threat thereof)
- Industrial dispute and labour strikes action
- Civil strife
- Problems caused by other customers
- Significant risk to human health such as the outbreak of serious disease
- Natural or nuclear disaster
- Fire, chemical or biological disaster
- Unavoidable technical problems
- All similar events outside of Le Touch Wellness control

If our obligations are affected by force majeure Le Touch Wellness will not refund the cost of the booking, pay you compensation or be liable.

For the purposes of these booking conditions Force Majeure means any event beyond our control, the consequence of which could not have been avoided even if all reasonable measures had been taken.

If it was not possible to provide the booked service at the time requested due to Force Majeure, Le Touch Wellness will try to reschedule your appointment for another time during your current stay. However, if this is not possible, a voucher of equal value to the postponed appointment will be provided for reclamation with Le Touch Wellness for up to 1 year via voucher.

12. PROMO CODES AND REFERRALS

We may from time to time create and offer promotional and referral codes through Whatsapp Message that can be redeemed on whatsapp while purchasing your next massage. Codes will only be valid for a period of time stated on or with them.

Codes do not have any cash value. Codes may:

- (1) only be used for personal and noncommercial purposes.
- (2) not be promoted in any way including via a Search Engine;
- (3) not be exchanged for cash;
- (4) only be used once and only one Code may be used per person; and
- (5) may be subject to specific terms which will be made available by us, and must only be used in accordance with those terms.

13. PROHIBITED USE

Our Services are for your personal and non-commercial use and must only be used for the purposes of inquiring about or making bookings for Massages as expressly described above. You must not use the Site or the Whatsapp Booking Services to do any of the following which are strictly prohibited:

- Engage in any inappropriate behaviour including but not limited to illicit or sexually suggestive remarks, sexual advances, drug use, excessive drinking and/or other inappropriate behaviour;
- Restrict or inhibit any other user from using and enjoying Our Booking Services;
- Infringe the privacy rights, property rights, or other civil rights of any person;
- Harass, abuse, threaten or otherwise infringe or violate the rights of Independent Practitioners, Massage Me (including its employees and personnel) or others;
- Harvest, data-mine or otherwise collect information about others, including email addresses, without their consent;
- Use technology or other means to access our computer network, unauthorised content or non-public spaces;
- Introduce or attempt to introduce any viruses or any other harmful code, files or programs that interrupt or otherwise or limit Our Booking Services functionality;
- Damage, disable or otherwise impair our servers or networks or attempt to do the same; and
- Engage in or encourage others to engage in criminal or unlawful conduct or breach these Terms including misuse of Our Booking Services for unlawful or unauthorised purposes.
- You agree not to break these Terms in any way which may result in, among other things, termination or suspension of your access to Our Booking Services.

14. INTELLECTUAL PROPERTY

Le Touch Wellness, the Le Touch Wellness logo, brand and all other intellectual property rights, trademarks, service marks, graphics and logos used in connection with Our Website and/or the Services (whether registered or unregistered) belong to us or our licensors (as are applicable) and are protected by intellectual property law. Nothing in these Terms grants you any rights in the Site or Booking Services or the content within the same. All rights are reserved.

15. DISCLAIMER

Le Touch Wellness is not liable or responsible for the fulfilment of any booking or performance that is not specifically written in the description of each massage. All details must be discussed with the Masseur and accepted by him.

References in Le Touch Wellness website and elsewhere to "Treatment" and "Therapy" or any similar terms do not refer to medical treatment or medical therapy. The information presented on the website and otherwise as part of Whatsapp Booking Services is not intended to diagnose health problems or to take the place of professional medical care. Should you have a medical issue you should always consult with a qualified medical professional.

16. INDEMNITY

You agree to defend and indemnify us from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, that arise from or relate to your use or misuse of, or access to Our Booking Services and otherwise from your violation of Our Terms.

17. MODIFICATION & TERMINATION

We may modify Our Terms or terminate use of Whatsapp Booking Services at any time by giving notice of termination to you. The Massage Prices may also change from time to time. We may also change, suspend, terminate or discontinue any aspect of Booking Services including availability of certain features at any time for any reason.

18. SEVERABILITY

If any provision of Our Terms is deemed or becomes invalid, the validity of the other provisions shall not be affected.

19. GOVERNING LAW & JURISDICTION

You agree that Our Terms for all purposes, shall be governed by and construed in accordance with Dutch law.

In case of difficulties, you must contact our customer service through whatsapp message. Unless you and Le Touch Wellness find a solution, you can refer to a consumer mediator or any alternative method of dispute resolution with a view to the amicable resolution of the dispute. You must inform immediately Le Touch Wellness of this request. You and From Here Forward, VOF are free to accept or reject the solution offered, and, if necessary, to bring the claim before the competent courses.

20. IMPORTANT NOTICE

Le Touch Wellness offers relaxation treatments only and is NOT connected to the sex industry. Our treatments are based on mutual respect and we take a strong stance on inappropriate behavior: advances or inappropriate behavior towards members of our staff will result in termination of the treatment with no refund option.



Wellness