

These are the terms and conditions on which Emi Anzu Pty Ltd ACN 615 523 914 trading as The Healing Stone ("The Healing Stone") will carry out work for you. By making a booking, you are deemed to have accepted these Terms and Conditions.

## 1. DEFINITIONS

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- 1.1 **Appointment** means a scheduled time in which The Healing Stone will provide the Services to you.
- 1.2 **Fees** means the prices listed on The Healing Stone's website or otherwise provided to you in writing.
- 1.3 **Public Holiday** means gazetted public holidays for Queensland, Australia.
- 1.4 **Services** means the massage, facial treatments and Ganbanyoku services provided by The Healing Stone or any part thereof.
- 1.5 **Spa** means the locations of 79 Latrobe Terrace, Paddington and Emporium Hotel, Level 21, 267 Grey Street, South Brisbane.
- 1.6 **Surcharge Fees** means an additional 10% of the value of the Services where you book the Services on a Sunday or a Public Holiday.

## 2. BOOKING POLICY

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- 2.1 Your booking will only be secured once credit card details, gift voucher number or advance payment is received.
- 2.2 Bookings are subject to availability and The Healing Stone makes no guarantee that the desired booking time will be available.
- 2.3 Fees for individuals are payable immediately prior to the Service start time.
- 2.4 Fees for group bookings will be taken as follows:
- (a) 20% deposit at the time of booking; and
  - (b) The balance payable immediately prior to the Service start time.
- 2.5 Bookings on the Sunday or Public Holiday are subject to Surcharge Fees.
- 2.6 If Fees are unpaid at the time the Services are due to be provided, The Healing Stone reserves its rights to:
- (a) Refuse the provision of Services until any overdue Fees are paid; and
  - (b) Engage a debt collection service, at your sole cost.

2.7 Fees may be varied from time to time by The Healing Stone publishing their new Fees on their website or at their locations. All bookings made after this notice is given will be subject to the new Fees.

2.8 You may reschedule your Appointment at no additional cost by providing at least 48 hours' notice prior to the Appointment start time.

2.9 If less than 48 hours' notice is given, The Healing Stone reserves its right to charge your credit card full fees.

2.10 The Healing Stone does not provide refunds for change of mind. If you are unable to attend your Appointment, The Healing Stone will only provide a refund on a case-by-case basis at their own discretion.

## 3. SPA ETIQUETTE

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3.1 Please ensure you arrive promptly at your Appointment time.

3.2 Calmness is observed at all times in the Spa and you are expected to respect the other guests by remaining quiet.

3.3 While at the Spa, you must not:

- (a) Use mobile phones, computers, or any other electronic device;
- (b) Be under the influence of alcohol or illicit drugs;
- (c) Use any tobacco product, including e-cigarettes;
- (d) Take photographs or audio or visual recordings; or
- (e) Conduct yourself in an aggressive, abusive or reckless manner.

3.4 If you breach any of the behaviours noted in clause 3.3, The Healing Stone reserve the right to remove you from the Spa. The Healing Stone is under no obligation to refund you for any part of the Fees received, regardless of whether the Services have been provided.

3.5 If you wilfully or recklessly damage or misuse The Healing Stone property, The Healing Stone reserve the right to recover these costs from you at your sole expense.

3.6 Children under 18 years of age are not permitted at the Spa and are unable to receive the Services.

3.7 The Paddington Spa is a female-only spa and will not treat males.

#### **4. HEALTH CONSIDERATIONS**

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- 4.1 You agree that the Services are physical in nature and there may be adverse risks of treatment including stiffness, skin irritation, heat rash and other minor complications.
- 4.2 You must inform The Healing Stone at the time of booking, or at least prior to the Appointment, if you are suffering from, experience, or become aware of the presence of, any disease, illness, injury, disorder or physical or mental condition (including heart conditions, allergies, or high blood pressure) that may limit or prevent The Healing Stone from providing the Services.
- 4.3 Where you have a condition which may prevent the Services from being provided, The Healing Stone reserves the right to request a medical certificate from your doctor before agreeing to proceed with the Services.
- 4.4 You must inform The Healing Stone prior to commencement of the Services if you are, or suspect that you are, pregnant. All reasonable attempts will be made to alter the Services depending on the stage of pregnancy.
- 4.5 The Healing Stone reserves its right to refuse to perform the Services if it is unsafe to do so.
- 4.6 You must follow all reasonable directions and instructions of The Healing Stone relating to your health and safety, including the precautions taken for COVID-19.

#### **5. GIFT VOUCHERS**

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- 5.1 Gift vouchers are location specific and cannot be used at all locations interchangeably.
- 5.2 You acknowledge that the gift vouchers:
- (a) Are single use;
  - (b) Remain valid from one year from the date of purchase;
  - (c) Cannot be exchanged for cash or any other legal tender (including EFTPOS, credit card or gift card); and
  - (d) Are non-refundable.
- 5.3 If the gift voucher is purchased during a promotion, this pricing will only apply during the promotion. If the gift voucher is used after the promotion ends, you may use the gift voucher for another product of equal value.
- 5.4 The value of a gift voucher does not include any Surcharge Fees. If you choose to redeem a gift voucher on a Sunday or a Public Holiday, Surcharge Fees will be charged in addition to the value of the gift voucher.

- 5.5 Cancellations or rescheduling within 24 hours of your Appointment may result in a cancellation fee being charged against the gift voucher.

- 5.6 Expired gift vouchers do not retain any value.

#### **6. WARRANTY DISCLAIMER**

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- 6.1 Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by legislation which cannot be lawfully excluded or limited. Such legislation includes the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances, each a non-excludable provision.
- 6.2 Subject to The Healing Stone's obligations under the non-excludable provisions, and to the fullest extent permissible by law, The Healing Stone expressly disclaims all warranties and representations of any kind with respect to the Services whether express, implied, statutory, or arising out of the course of performance, course of dealing or usage of trade including any warranties or merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title or non-infringement.

#### **7. LIMITATION OF LIABILITY AND WARRANTY**

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- 7.1 To the fullest extent permissible by law, The Healing Stone is not liable (whether in contract or tort) for:
- (a) Faults or defects in any services or goods provided by third parties in connection with the Services; or
  - (b) Any indirect, special or consequential loss (including loss of profits, loss of revenue, replacement costs, goodwill or any similar damages) however arising, whether or not The Healing Stone knew of the possibility of such loss and whether or not such loss was foreseeable.
- 7.2 To the fullest extent permitted by law, the liability of The Healing Stone for a breach of the non-excludable provisions is limited to the supplying of the Services again or payment of the cost of having the Services supplied again.
- 7.3 The Healing Stone make no warranties or guarantees regarding the likelihood of success of, or the performance of, any part of the Services in relieving swelling, tension or stress or boosting circulation or metabolism.
- 7.4 You acknowledge that any valuables brought to the locations are your sole responsibility. Whilst lockers are provided, it is recommended that

you do not bring any valuables to the Spa. The Healing Stone takes no responsibility for the loss of any item.

(c) By an arbitrator appointed by the National President for the time being of the Institute of Arbitrators Australia.

## **8. INDEMNITY**

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- 8.1 You indemnify and hold harmless The Healing Stone in respect of all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal fees on a full indemnity basis), in connection with any of the following:
- (a) Any breach of these Terms and Conditions;
  - (b) Any of your negligence acts or omission; and
  - (c) Your use of the Services, including any third-party claims made in connection with or arising out of your use of the Services, other than use in accordance with these Terms and Conditions.

## **9. PRIVACY**

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- 9.1 "Personal Information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by The Healing Stone in accordance with the provision of its Privacy Policy.
- 9.2 The Healing Stone's Privacy Policy can be obtained from its website, <https://www.healingstone.com.au/>.
- 9.3 Each party shall refrain from making negative comments about the other party, whether online or in person.

## **10. DISPUTE RESOLUTION**

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- 10.1 The parties agree to attempt in good faith to resolve any dispute regarding these Terms and Conditions through negotiation including negotiation with the assistance of an agreed mediator.
- 10.2 If the dispute or difference is not resolved to the satisfaction of the parties within 30 days, either party may request the matter to be heard by an arbitrator.
- 10.3 Arbitration shall be effected:
- (a) By an arbitrator agreed upon in writing by the parties; or
  - (b) In the absence of such agreement, by an arbitrator appointed in accordance with the provisions of the law relating to arbitration in force in the State of Queensland; or

- 10.4 The Healing Stone may pause the provision of the Services to conduct whatever investigations deemed appropriate and, within 30 days of the given written notice, seek to resolve the dispute.

## **11. GENERAL**

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- 11.1 Any notice provided under these Terms and Conditions must be in writing, addressed to the other party's contact persons as notified by the other party.
- 11.2 These Terms and Conditions do not create a relationship of employment, agency or partnership between the parties.
- 11.3 The Healing Stone may sub-contract its obligations under these Terms and Conditions.
- 11.4 The failure of a party at any time to insist on performance by the other party of an obligation under these Terms and Conditions is not a waiver of any of its rights.
- 11.5 If part or all of any of the provisions of these Terms and Conditions are illegal or unenforceable, it will be severed from these Terms and Conditions, and will not affect the continued operation of the remaining provisions.
- 11.6 The Healing Stone may vary these Terms and Conditions from time to time. Any varied Terms and Conditions will apply to Services that commence after the date that The Healing Stone publishes the varied Terms and Conditions.
- 11.7 These Terms and Conditions are governed by the laws of Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.
- 11.8 These Terms and Conditions constitute the entire agreement of the parties as to the subject matter and supersede and cancel all prior arrangements, understandings and negotiations in connection with it. Any statement made in negotiations for these Terms and Conditions which is not set out in the Terms and Conditions do not form part of the agreement between the parties.