

CORPORATE CALM

Corporate Massage & Wellness Services

TERMS AND CONDITIONS FOR SERVICE

Corporate Calm (ABN 79 415 430 587)
1a George Street, Hindmarsh SA 5007
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These Terms and Conditions for Service govern the provision of massage therapy and wellness services by Corporate Calm (ABN 79 415 430 587) to the Client. By signing the Corporate Calm service booking form, the Client agrees to be bound by these terms.

1. DEFINITIONS

In these Terms and Conditions:

- (a)** “Corporate Calm” means Corporate Calm (ABN 79 415 430 587) of 1a George Street, Hindmarsh SA 5007;
- (b)** “Client” means the business, organisation or entity engaging Corporate Calm to provide the Services, as identified in the service agreement or booking confirmation;
- (c)** “Services” means the massage therapy, wellness and related services provided by Corporate Calm, including workplace massage, event massage and wellness program services;
- (d)** “Booking” means a confirmed appointment for Corporate Calm to provide the Services at the Client’s nominated location on a specified date and time;
- (e)** “Booking Confirmation” means the written confirmation (including email) issued by Corporate Calm to the Client confirming the details of a Booking;
- (f)** “Therapist” means the qualified massage therapist engaged by Corporate Calm to perform the Services on its behalf;
- (g)** “Service Location” means the Client’s premises, event venue or other location at which the Services are to be performed;
- (h)** “Participant” means any individual employee, guest, attendee or other person who receives the Services at a Booking; and
- (i)** “Business Day” means a day that is not a Saturday, Sunday or public holiday in South Australia.

2. SERVICES

2.1 Service Description

Corporate Calm provides professional on-site massage therapy services including workplace massage, event massage and corporate wellness programs. Unless otherwise agreed in writing, standard workplace massage sessions are approximately 15 minutes per Participant and are performed fully clothed using a specialised portable massage chair. No oils are used during standard chair massage sessions.

2.2 Service Delivery

Corporate Calm will:

- (a)** provide qualified, insured Therapists to perform the Services at the Service Location;
- (b)** ensure all Therapists hold current qualifications, professional registration, and both professional indemnity and public liability insurance;
- (c)** provide all equipment necessary to perform the Services, including portable massage chairs;
- (d)** maintain all equipment in safe, clean and good working order and sanitise equipment between each Participant; and

(e) conduct a brief verbal health screening with each Participant prior to commencing treatment to identify any contraindications, injuries or areas of concern.

2.3 Refusal of Service

Corporate Calm reserves the right to decline to provide the Services to any Participant where the Therapist reasonably believes that providing massage may cause harm due to a medical condition, contraindication, intoxication or any other circumstance. No refund or credit will be issued for any individual session declined on this basis.

2.4 Scope of Services

The Services provided by Corporate Calm are for relaxation and general wellbeing purposes only. The Services do not constitute medical treatment, physiotherapy, remedial therapy or any other form of clinical health service. Corporate Calm does not provide diagnoses, clinical assessments or treatment plans. Participants should consult a qualified health professional for any medical concerns.

3. BOOKINGS

3.1 Making a Booking

Bookings may be made via email, phone, or the Corporate Calm website. A Booking is not confirmed until a Booking Confirmation has been issued by Corporate Calm. Corporate Calm will use reasonable endeavours to accommodate the Client's preferred dates and times but cannot guarantee availability.

3.2 Internal Staff Scheduling

The Client is responsible for managing the internal scheduling of its employees and Participants for each Booking. This includes communicating session times to staff, ensuring Participants attend at their allocated time, and managing any internal changes to the schedule. Corporate Calm will provide the overall session window and available time slots; however, the coordination of individual Participants within that window is the sole responsibility of the Client. Corporate Calm will not be liable for any Participant who misses their allocated time slot due to the Client's internal scheduling.

3.3 Booking Details

The Client is responsible for providing accurate booking details including the Service Location address, expected number of Participants, preferred session window, and any relevant access or parking instructions. Corporate Calm will plan Therapist allocation and scheduling based on the information provided by the Client.

3.4 Minimum Booking

Corporate Calm may set minimum booking durations or minimum Participant numbers for certain service types. Any applicable minimums will be communicated at the time of quoting and confirmed in the Booking Confirmation.

4. FEES & PAYMENT

4.1 Fees

Fees for the Services will be quoted to the Client prior to the Booking and confirmed in the Booking Confirmation. All fees are quoted exclusive of GST unless otherwise stated. GST will be applied in accordance with applicable legislation.

4.2 Payment Terms

Payment of the full Booking fee (inclusive of GST) is required no later than one (1) Business Day prior to the date of the scheduled Service. Payment must be received by Corporate Calm before the Service will proceed. Corporate Calm reserves the right to cancel or postpone a Booking if payment has not been received by the required date.

4.3 Payment Methods

Payment may be made by electronic funds transfer, credit card, or such other method as Corporate Calm may advise. Details for payment will be included on the invoice issued by Corporate Calm.

4.4 Late Payment

If payment is not received by the due date, Corporate Calm reserves the right to charge interest on the outstanding amount at a rate of 2% per month (or the maximum rate permitted by law, whichever is less) calculated daily from the due date until the date of payment in full. The Client is also liable for any reasonable costs incurred by Corporate Calm in recovering overdue amounts, including legal and collection fees.

4.5 Additional Charges

Where the actual number of Participants or duration of Services exceeds the Booking Confirmation, Corporate Calm will invoice the Client for the additional Services at the agreed rate. The Client agrees to pay any additional charges within seven (7) Business Days of receiving the invoice.

5. CANCELLATION & RESCHEDULING

5.1 Cancellation by the Client

The Client may cancel or reschedule a Booking by providing written notice (including email) to Corporate Calm. The following cancellation terms apply:

- (a)** Cancellations made with two (2) or more Business Days' notice prior to the scheduled Service date will incur no cancellation fee.
- (b)** Cancellations made with less than two (2) Business Days' notice prior to the scheduled Service date will incur a late cancellation fee of 50% of the total Booking value.
- (c)** Failure to provide access to the Service Location at the scheduled time, or cancellation after the Therapist has arrived at the Service Location, will be treated as a late cancellation and the fee in clause 5.1(b) will apply.

5.2 Rescheduling

Rescheduling requests are subject to Therapist availability. If a Booking is rescheduled with two (2) or more Business Days' notice, no fee will apply. Rescheduling with less than two (2) Business Days' notice will be treated as a late cancellation under clause 5.1(b), with a new Booking required for the rescheduled date.

5.3 Cancellation by Corporate Calm

Corporate Calm may cancel or reschedule a Booking due to Therapist illness, emergency or other circumstances beyond its reasonable control. In such cases, Corporate Calm will use reasonable endeavours to arrange a replacement Therapist or an alternative date. If a suitable alternative cannot be arranged, any fees already paid for the cancelled Booking will be refunded in full.

5.4 Reduced Participation

If the number of Participants at a Booking is fewer than the number confirmed in the Booking Confirmation, the full Booking fee as quoted and paid remains payable. No refund or credit will be issued for unused session slots.

6. CLIENT OBLIGATIONS

6.1 Service Location

The Client must provide, at no cost to Corporate Calm:

- (a) a suitable, clean and private (or semi-private) space at the Service Location for the Therapist to perform the Services, with a minimum floor area of 1.5 square metres per massage station;
- (b) access to the Service Location at least 15 minutes prior to the first scheduled session to allow the Therapist adequate time to set up equipment;
- (c) reasonable access to a power outlet if required;
- (d) access to bathroom and handwashing facilities for the Therapist; and
- (e) clear access for the Therapist to transport equipment to and from the massage area, including lift access where the Service Location is not on the ground floor.

6.2 Safe Working Environment

The Client must:

- (a) ensure the Service Location is safe and free from hazards that could reasonably affect the Therapist or Participants during the Services;
- (b) notify Corporate Calm in advance of any known hazards, access restrictions, security requirements or other conditions at the Service Location that may affect the delivery of the Services;
- (c) ensure that Participants are made aware that the Services are available and are informed of the session schedule; and
- (d) not require the Therapist to perform any duties outside the scope of the agreed Services.

6.3 Participant Conduct

The Client is responsible for the conduct of its employees, guests and attendees during the Services. Corporate Calm reserves the right to immediately cease providing the Services if a Participant behaves in a manner that is threatening, abusive, sexually inappropriate or otherwise makes the Therapist feel unsafe or uncomfortable. In such circumstances, the full Booking fee remains payable and no refund or credit will be issued.

6.4 Parking

Where parking is not freely available at the Service Location, the Client should advise Corporate Calm of parking arrangements at the time of booking. For Bookings within the Adelaide CBD, Corporate Calm will endeavour to assist with parking arrangements where possible and may pass through reasonable parking costs to the Client, as agreed prior to the Booking.

7. HEALTH & SAFETY

7.1 Health Screening

Each Participant will be asked to complete a brief verbal health screening by the Therapist prior to receiving the Services. The purpose of the screening is to identify any contraindications or conditions that may make massage inadvisable. Corporate Calm relies on Participants to disclose relevant health information honestly and accurately.

7.2 Contraindications

The Services may not be suitable for Participants who have certain medical conditions, injuries or contraindications. The Therapist may decline to provide the Services to any Participant where, in the Therapist's professional judgement, doing so may pose a risk to the Participant's health or safety. Neither Corporate Calm nor the Therapist will be liable for any loss or claim arising from a Participant's failure to disclose a relevant medical condition or contraindication.

7.3 Not Medical Advice

The Services are provided for relaxation and general wellbeing only. Nothing provided during the Services constitutes medical advice, diagnosis or treatment. Participants are encouraged to seek advice from a qualified medical professional for any health concerns.

7.4 Incident Reporting

In the event that an incident, injury or adverse reaction occurs during the provision of the Services, Corporate Calm will notify the Client as soon as reasonably practicable and will cooperate with the Client in any investigation or reporting process.

8. LIABILITY & INDEMNITY

8.1 Insurance

Corporate Calm confirms that all Therapists engaged to provide the Services hold current professional indemnity insurance and public liability insurance. Copies of certificates of currency are available upon request.

8.2 Limitation of Liability

To the maximum extent permitted by law:

- (a)** Corporate Calm's total liability to the Client under or in connection with these Terms, whether in contract, tort (including negligence), statute or otherwise, shall not exceed the total fees paid by the Client for the Booking giving rise to the claim;
- (b)** Corporate Calm will not be liable for any indirect, incidental, special, consequential or punitive damages, including loss of profit, loss of revenue, loss of business opportunity or loss of goodwill; and

(c) Corporate Calm will not be liable for any loss, injury or damage arising from a Participant's failure to disclose a relevant medical condition, contraindication or health concern during the health screening process.

8.3 Indemnity

The Client indemnifies Corporate Calm and its Therapists against any claim, loss, damage, liability, cost or expense (including legal fees) arising from or in connection with:

- (a) any breach of these Terms by the Client;
- (b) any hazard, defect or unsafe condition at the Service Location that was not disclosed to Corporate Calm prior to the Booking;
- (c) the conduct of any Participant, employee, guest or attendee of the Client; or
- (d) any claim by a Participant arising from the Participant's failure to disclose relevant health information.

8.4 Consumer Law

Nothing in these Terms is intended to exclude, restrict or modify any rights or remedies that the Client may have under the Australian Consumer Law or any other applicable legislation that cannot be excluded, restricted or modified by agreement.

9. CONFIDENTIALITY

Each party agrees to keep confidential all information of a confidential nature disclosed by the other party in connection with the Services, including pricing, business strategies, client lists and operational details. This obligation does not apply to information that is publicly available, was known to the receiving party prior to disclosure, or is required to be disclosed by law.

10. INTELLECTUAL PROPERTY

All intellectual property rights in Corporate Calm's name, logo, branding, marketing materials and service methodology remain the property of Corporate Calm. The Client must not use Corporate Calm's intellectual property for any purpose other than in connection with the Services without Corporate Calm's prior written consent.

11. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond its reasonable control, including but not limited to natural disaster, pandemic, government restrictions, severe weather, or industrial action. In such cases, the affected party must notify the other party as soon as reasonably practicable and use reasonable endeavours to mitigate the impact.

12. TERMINATION

12.1 Ongoing Arrangements

Where the Client has entered into an ongoing workplace massage or wellness program arrangement with Corporate Calm, either party may terminate the arrangement by providing fourteen (14) days' written notice to the other party.

12.2 Termination for Cause

Either party may terminate the arrangement immediately by written notice if the other party commits a material breach of these Terms and fails to remedy such breach within seven (7) days of receiving written notice requiring the breach to be remedied.

12.3 Effect of Termination

Termination does not affect any rights or obligations that have accrued prior to termination, including any obligation to pay fees for Services already provided or Bookings subject to late cancellation fees under clause 5.

13. GENERAL

13.1 Governing Law

These Terms are governed by the laws of South Australia and the parties submit to the exclusive jurisdiction of the courts of that State.

13.2 Entire Agreement

These Terms, together with any Booking Confirmation and any service agreement entered into between the parties, constitute the entire agreement between Corporate Calm and the Client with respect to the Services and supersede all prior discussions, representations and agreements.

13.3 Amendment

Corporate Calm may update these Terms from time to time. The Client will be notified of any material changes in writing. Continued engagement of the Services following notification of updated Terms constitutes acceptance of the amended Terms.

13.4 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.5 Waiver

A failure or delay by either party in exercising any right under these Terms does not constitute a waiver of that right.

13.6 Assignment

The Client must not assign or transfer any of its rights or obligations under these Terms without the prior written consent of Corporate Calm.

13.7 Notices

Any notice required under these Terms must be in writing and may be delivered by email. Notices to Corporate Calm should be sent to hello@corporatecalm.com.au or such other address as Corporate Calm may notify in writing from time to time.

ACKNOWLEDGEMENT AND ACCEPTANCE

By engaging Corporate Calm's services and completing the Corporate Calm service booking form, the Client acknowledges that it has read, understood and agrees to be bound by these Terms and Conditions for Service.

The Client's acceptance of these Terms is confirmed by the authorised representative's signature on the Corporate Calm service booking form. This method of acceptance is acknowledged by both parties as binding and enforceable.

The Client's details as provided in the service booking form are incorporated by reference into these Terms.

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