

# b o d i e d

## Terms and Conditions

**Notice: “Bodied is not authorised by and has no connection to the business operated by MASAJ Limited”**

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

These terms were most recently updated on 16 April 2022.

#### **What's in these terms?**

These terms tell you the rules for using our website <https://www.bodied.co.uk> (**our site**), your legal rights and responsibilities and our legal how responsibilities.

By using our site, you confirm that you accept these terms of use (and any additional terms it refers to) and that you agree to comply with them. If you do not agree to these terms, please do not use our site.

You can find everything you need to know about us, Bodied, and our services and products on our website before you order. We also confirm the key information to you in writing after you order by email.

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

#### **Who we are and how to contact us**

<https://www.bodied.co.uk> is a site operated by Bodied Limited (**we, us, our**). We are registered in England and Wales under company number 13996797 and have our registered office at Isis House, Smith Road, Wednesbury, England, WS10 0PB. Our main trading address is Unit 36, Gossamer Gardens, E2 9FN.

To contact us, please email [hello@bodied.co.uk](mailto:hello@bodied.co.uk) or telephone our customer service line on 020 3606 0516.

#### **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#). In order to provide goods and/or services to you, we may collect personal data from you. We will only use your personal information as set out in our privacy policy. Before making a booking or purchase, please read our privacy policy.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

### **1. PURCHASING GOODS AND/OR SERVICES FROM US**

- 1.1. When you are buying from us you are agreeing that sometimes we reject orders for example, because a product is unexpectedly out of stock, or services are unavailable at the required time, because you are located outside the UK or our delivery areas, as stated on our website or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid

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- 1.2. You confirm that you are at least 18 years of age in order to order products and services from our website.

## 2. BOOKINGS

- 2.1. By making a booking through our website or over the phone, you warrant that you agree to provide complete, correct and true information including billing and payment information.
- 2.2. After placing a booking for a treatment, you will receive an email from us acknowledging that we have received your booking, at this point a contract will form.

### Promotional Codes

- 2.3. Promotional codes are limited to one code per booking of a single treatment and excludes Bodied treatment plans.

### Vouchers

- 2.4. Vouchers may be used to book treatments only excluding the RUNGU massage range. Vouchers must be redeemed within 6 months of purchase. This period will be extended if further UK lockdowns are reintroduced.

### Cancellations and refunds

- 2.5. You may cancel a confirmed booking at any time by contacting us at [hello@bodied.co.uk](mailto:hello@bodied.co.uk):
  - 2.5.1. **More than 48 hours' notice:** If you cancel 48 hours in advance or more, then we will issue you with a full refund, or give you one opportunity to reschedule your appointment for a later date at no charge.
  - 2.5.2. **Less than 48 hours' notice:** If you cancel within or less than 48 hours of your confirmed booked appointment time, we will refund you 50% of the amount paid for your booking and 100% of the amount paid with proof of sickness or other extenuating circumstances.
  - 2.5.3. **For bookings made within 48 hours of the start time:** If you book for an appointment with a start time within 48 hours, you can cancel and receive a full refund within 30 minutes of making the booking. If you cancel beyond these 30 minutes you will not receive a refund.
  - 2.5.4. **No-Shows:** No shows or no notice cancellations will not be entitled to a refund. You will be considered a "no-show" if you fail to be at your appointment after 10 minutes of your booked appointment time.
  - 2.5.5. **Transfers:** To avoid losing your booking you can transfer your booking to someone else. You must notify us via email or telephone to confirm the details of the person you wish to use this option.

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### Rescheduling Appointments

- 2.6. If you request to reschedule a confirmed appointment with more than 48 hours' notice you will not incur any charge. You will only be given one opportunity to reschedule, subsequent requests to cancel or reschedule will result in loss of up to 75% of the amount initially paid.
- 2.7. If you request to reschedule a confirmed appointment within 48 hours of the start time, your booking will be treated as a cancellation if Bodied does not have any available treatment times.
- 2.8. After placing a booking, you will receive an email from us confirming your booking, should we need to reschedule, cancel, or change your booking we will contact you using the contact information provided.

### 3. PRODUCT ORDERS

- 3.1. After placing an order, you will receive an email confirming your order, at this point a contract will form. Please remember that when we accept your submitted order for products on this website, there will be a legally binding contract.
- 3.2. We may not accept your order if an item you have ordered is out of stock if we have identified a product or pricing error or if we are unable to obtain authorisation for your payment. Please note that we reserve the right to reject any offer to purchase by you at any time.

### Inspection

You should inspect the product upon receipt and check that everything specified on the delivery note is included. You will be deemed to have accepted the order unless you notify us upon receipt that there is a problem, or you return the goods in accordance with our

- 3.3.
- 3.4.

- 3.5. set out below. If you fail to take such action, we are not obligated to accept any rejection by you of the product at a later date. Your statutory rights are not affected.

### Availability

- 3.6. All items are subject to availability. Stated prices on our website remain in effect for as long as the product is available or as otherwise stated on our website. We will inform you as soon as possible if the goods you have ordered are not available.

### Delivery

- 3.7. Bodied offer standard first class Royal Mail UK delivery on vouchers and first class signed-for on small parcels. Deliveries can only be made within the mainland UK or Northern Ireland as all our parcels require a signature upon delivery and cannot be delivered to PO Box addresses. Whilst

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unfortunately we do not currently deliver outside the UK, we plan to extend our services to include this option in the future, so keep checking in with us.

- 3.8. Whenever referred to, working days exclude Saturday, Sunday and Bank holidays. Any delivery timescales are indicative only.
- 3.9. If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be more than 14 days you can contact us via email [hello@bodied.co.uk](mailto:hello@bodied.co.uk) or telephone our customer service line on 020 3606 0516 to end the contract and receive a refund for any products you have paid for in advance, but not received.

## 4. RETURNS POLICY

- 4.1. You have a legal right to change your mind about our purchase and receive a refund of what you paid for it. You must let us know no later than 14 days after the day we deliver your product. Please contact us via email or post using the below format:

To Bodied Limited  
Unit 36, Gossamer Gardens, E2 9FN  
[hello@bodied.co.uk](mailto:hello@bodied.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],  
Ordered on [\*/received on [\*],  
Name of consumer,  
Address of consumer,  
Signature of consumer(s) (only if this form is notified on paper),  
Date  
[\*] Delete as appropriate

- 4.2. You can't change your mind about:
  - 4.2.1. an order for services, once these have been completed;
  - 4.2.2. products sealed for health protection or hygiene purposes, or
  - 4.2.3. once these have been unsealed after you receive them; and goods that are made to your specifications or are clearly personalised.
- 4.3. All vouchers and promotional codes are non-refundable or exchangeable for any currency or cash. Where a voucher or credit has been issued free of charge, i.e., no purchase was required, Bodied

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reserves the right to void the voucher or credit in part or in full at any point, for any reason and without notice.

- 4.4. Returns are at your own cost. Please obtain proof of posting when returning goods for refund or exchange. Please allow a minimum of 5 working days from when we receive the goods, for your refund, replacement, or exchange to be processed from our receipt.
- 4.5. If any product you order is damaged or faulty when delivered to you or has developed a fault, you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. If you believe a product was delivered damaged or faulty or has developed a fault, you should inform us as soon as possible, preferably in writing, giving your name, address and order reference.
- 4.6. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).
- 4.7. Your statutory rights are not affected.

## 5. USE OF THIS SITE

### Changes to our site

- 5.1. We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

### We may suspend or withdraw our site

- 5.2. Our site is made available free of charge.
- 5.3. We do not guarantee that our site, or any content on it will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 5.4. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### Our site is only for users in England

- 5.5. Our site is directed to people residing in England. We do not represent that content available on or through our site is appropriate for use or available in other locations. You may purchase products and services through our site, but they will only be available for use within England (in respect of services) or delivery to an English postal address (in respect of products).

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### How you may use content on our site

- 5.6. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.7. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 5.8. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 5.9. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).
- 5.10. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 5.11. If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### Prohibited Use

- 5.12. You may not use our site:
  - 5.12.1. in any way that breaches any applicable local, national, or international law or regulation
  - 5.12.2. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
  - 5.12.3. For the purpose of harming or attempting to harm minors in any way.
  - 5.12.4. To bully, insult, intimidate or humiliate any person.
  - 5.12.5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
  - 5.12.6. To upload terrorist content.
- 5.13. You also agree:
  - 5.13.1. Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of **How you may use content on our site** detailed above.
  - 5.13.2. Not to access without authority, interfere with, damage, or disrupt:
    - 5.13.2.1. any part of our site;
    - 5.13.2.2. any equipment or network on which our site is stored; or
    - 5.13.2.3. any software used in the provision of our site.

### Indemnity

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- 5.14. 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 the services and otherwise from your violation of our terms.

### **No text or data mining, or web scraping**

- 5.15. You shall not conduct, facilitate, authorise, or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising, or attempting the use of):
- 5.15.1. Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information, or services accessed via the same.
- 5.15.2. Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- 5.16. The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).
- 5.17. This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

### **Do not rely on information on this site**

- 5.18. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 5.19. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, or up to date.

### **We are not responsible for websites we link to**

- 5.20. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 5.21. We have no control over the contents of those sites or resources.

### **Rules about linking to our site**

- 5.22. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 5.23. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
- 5.24. You must not establish a link to our site in any website that is not owned by you.

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- 5.25. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 5.26. We reserve the right to withdraw linking permission without notice.
- 5.27. If you wish to link to or make any use of content on our site other than that set out above, please contact [hello@bodied.co.uk](mailto:hello@bodied.co.uk).

## 6. Our Liability

### Our responsibility for loss or damage suffered by you

- 6.1. 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 and for fraud or fraudulent misrepresentation.
- 6.2. Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of income or revenue, profit, loss of business, business interruption, loss of data, loss of goodwill or loss of business opportunity.

### We don't compensate you for all losses caused by us or our products or services

- 6.3. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:
  - 6.3.1. **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
  - 6.3.2. **Caused by a delaying event outside our control.** As long as we have taken the steps set out in clause 3.9 above, we're not responsible for delays outside our control.
  - 6.3.3. **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

### We are not responsible for viruses and you must not introduce them

- 6.4. We do not guarantee that our site will be secure or free from bugs or viruses.
- 6.5. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 6.6. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law



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enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **Law and jurisdiction**

- 6.7. Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 6.8. If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 6.9. Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 6.10. These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the English courts will have exclusive jurisdiction over any claim arising from or related to, a visit to our site