



TERMS OF BUSINESS

1. **INTERPRETATION**
 - 1.1. The definitions and rules of interpretation in this condition apply in these conditions.
 - 1.2. **Agreement:** any contract between Us and You and these Terms and Conditions.
 - 1.3. **Client, You, Yours:** a client of Floatopia.
 - 1.4. **Floatopia, We, Us, Our:** Floatopia Limited, whose registered address is 51 Rusthall Avenue, London W4 1BN, registered in England 05011104
 - 1.5. **Floatation Services:** includes Floatation Therapy and any service offered by Us at Our premises
 - 1.6. A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
2. **APPLICATION OF TERMS**
 - 2.1. Subject to any variation under clause 2.2 the Contract shall be on these conditions to the exclusion of all other terms and conditions.
 - 2.2. These conditions apply to all Floatation Services and any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing by Us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Us that is not set out in the Contract. Nothing in this condition shall exclude or limit Our liability for fraudulent misrepresentation.
3. **AGREEMENT**
 - 3.1. We are under no obligation to provide You with Floatation Services however, if we decline to provide You with Floatation Services we may, in our absolute discretion, provide You with a refund of any monies paid in advance of the receipt of Floatation Services but are under no obligation to do so where you have received any part of the Floatation Services or where we decline to provide you with Floatation Services as a result of Your actions or the actions of Your guests.
4. **PRICE**
 - 4.1. Unless otherwise agreed by Us in writing, the price for shall be the price set out in Floatopia's price list as published from time to time. We reserve the right to increase prices for Floatation Services at any time.
5. **PAYMENT**
 - 5.1. Payment is due in pounds sterling.
 - 5.2. Time for payment shall be of the essence.
 - 5.3. No payment shall be deemed to have been received until We have received cleared funds.
 - 5.4. You shall make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless You have a valid court order requiring an amount equal to such deduction to be paid by Us to You.
 - 5.5. If You fail to pay Us any sum due pursuant to the Agreement, You shall be liable to pay interest to Us on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment.
 - 5.6. In the event of any default on any payment due to Us, We reserve the right to employ a collection agent to recover all or any sums due under this agreement and You shall be liable to indemnify us for all charges levied by the said collection agents in connection with Your default.
 - 5.7. We reserve the right to charge you for the full price of any appointment for Floatation Services that is not attended by You or is cancelled less than 24 hours prior to the scheduled appointment time.
- 5.8. We reserve the right to recover an amount greater than the agreed amount of any direct debt in order to recover previous outstanding payments. This will be communicated to you in writing. We reserve the right to recover outstanding monies due from Your credit card should a direct debt be refused by You bank if you supply your credit card details to us. The supply of credit card or debit card details to us shall constitute authorisation to Us to deduct any and all sums due and payable to Us.
6. **HOURS OF OPENING**
 - 6.1. Floatopia's normal hours of operation may be lengthened or shortened at Our absolute discretion and with out the requirement to notify You. If We are unable to open at the time when You have made an appointment for Floatation Services, we may offer you a further appointment. No other form of payment in respect of the alteration to your appointment will be payable to You.
7. **FLOAT PLAN CONDITIONS**
 - 7.1. The Float Plans include these Terms of Business.
 - 7.2. A Float Plan is for a minimum period of three months, after the minimum period has expired one months written notice (e-mail is acceptable) is required for the plan to be cancelled.
 - 7.3. Floats accrued under a float plan will not expire but no refunds will be payable for unused floats.
 - 7.4. Floats accrued under a float plan are not transferable.
 - 7.5. Couples plan available to any two persons sharing the same address, one card will be charged with the full amount.
8. **INTRODUCTORY PACK OF THREE FLOATS.**
 - 8.1. The introductory pack is available to new clients on their first visit to floatopia only. All three floats must be taken by the same individual.
9. **CANCELLATION POLICY**
 - 9.1. With the express exception of the "Value Day" (see below 9.3) we require 24hrs notice of any change to, or cancellation of an appointment. Failure to provide the requisite notice will result in the full charge for the booked treatment being levied.
 - 9.2. As a courtesy we provide automated appointment reminders 72 hours prior to booked appointments by e-mail and / or SMS. Failure to receive such a reminder is not a valid excuse for non-attendance.
 - 9.3. Value Days are days where every float is discounted. Bookings for Value Days must be paid for in advance and are unchangeable once booked.
10. **LIMITATION OF LIABILITY**
 - 10.1. Subject to clause the following provisions set out the entire financial liability of Us (including any liability for the acts or omissions of its employees, agents and sub-contractors) to You in respect of:
 - any breach of these conditions;
 - any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
 - 10.2. Neither Floatopia, nor its employees or agents shall be liable for any loss, damage or theft of any property belonging to, or brought on to Our premises by You or Your guests.
 - 10.3. Neither Floatopia, nor its employees or agents shall be liable for any loss, damage, death, personal injury, or illness occurring on Our premises, except to the extent that such loss, damage, death, personal injury, or illness arises from any negligent act or omission of Floatopia.



TERMS OF BUSINESS

11. PHYSICAL CONDITION OF THE CLIENT

- 11.1. You warrant and represent that you are not prevented from receiving Floatation Services as a result of a physical condition and that you know of no medical or other reason why You are not capable of attending a session at Floatopia and that such session would not be detrimental to your health, safety, comfort or physical condition.
- 11.2. You agree that you will not use the Floatation Services whilst you are suffering from an infectious or contagious illness, disease or other ailment including cuts, abrasions, sores or other wound without Our prior approval.

12. ASSIGNMENT

- 12.1. We may assign the Contract or any part of it to any person, firm or company.
- 12.2. You shall not be entitled to assign the Contract or any part of it without the prior written consent of Us.

13. GENERAL

- 13.1. Each right or remedy of Us under the Contract is without prejudice to any other right or remedy of Us whether under the Contract or not.
- 13.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.3. Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.4. Any waiver by Us of any breach of, or any default under, any provision of the Contract by You shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

14. CONFIDENTIALITY

- 14.1. We agree to ensure that all information held or processed about you complies with the principles of the Data Protection Act 1998.

15. VARIATION

- 15.1. We reserve the right to make any alterations to this Contract where reasonable.

16. ENTIRE AGREEMENT

- 16.1. The terms of this Agreement represent the entire arrangement between the parties and supersede any previous representations, agreements, terms of business, contracts or understandings, whether recorded in writing or otherwise.

17. GOVERNING LAW

- 17.1. It is agreed that this Agreement shall be governed and construed according to the laws of England and both parties submit to the non-exclusive jurisdiction of the English Courts.