

Bonsai Thai Massage — Terms and Conditions

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1. Introduction and Scope

These Terms and Conditions ("Terms") govern the provision of all services by Bonsai Thai Massage ("the Salon"). By making a booking or receiving services — whether online, by phone, in person, or through any third-party platform — the client confirms that they have read, understood, and accepted these Terms in full.

2. Definitions

- **"Salon"** — Bonsai Thai Massage, operated by the legal entity identified in Section 3, with premises in Holešovice, Prague 7, Czech Republic.
- **"Client"** — any individual who books, pays for, or receives services from the Salon.
- **"Booking"** — any reserved appointment made via Fresha, Noona, Reservio, Airbnb, GetYourGuide, the Salon's websites (bonsaithaimassage.com, bonsaitm.com, bonsaithajskemasaze.cz, bonsaimasaze.cz), direct communication (phone, email, messaging), or any other channel.
- **"Service"** — any Thai or other massage treatment, package, gift voucher, or wellness service offered by the Salon.

3. Business Identification

Operator: [LEGAL ENTITY NAME] IČO: [IČO] DIČ: [DIČ, if VAT-registered] Registered office / place of business: [ADDRESS], Prague, Czech Republic. Contact email: [EMAIL] Contact phone: [PHONE]

Supervising consumer-protection authority: Česká obchodní inspekce (Czech Trade Inspection Authority, ČOI).

4. Booking and Appointment Policy

- 4.1. All bookings are subject to availability and confirmation.
- 4.2. Clients must provide accurate contact details (full name, phone number, email) at the time of booking. Providing false or misleading information may result in cancellation of the booking without refund.
- 4.3. Appointments are reserved exclusively for the named client and cannot be transferred to another person without the Salon's prior written consent.
- 4.4. The Salon may require a deposit or full prepayment for selected services, packages, group bookings, or repeat no-show clients.

5. Prices and Payment

- 5.1. The current price list is published at the Salon's premises and on the Salon's websites. Prices include VAT where applicable.
- 5.2. Payment is due at the time of service unless otherwise agreed in writing. Accepted methods: cash, payment card, and bank transfer.
- 5.3. If payment is not completed at the time of service, the Salon reserves the right to issue an invoice payable within 14 days of issue.

6. Cancellation, Rescheduling, and No-Show Policy

- 6.1. **Free cancellation window.** The client may cancel or reschedule an appointment free of charge no later than **8 hours before** the scheduled start time.
- 6.2. **Late Cancellation.** A cancellation or rescheduling request submitted less than 8 hours before the scheduled start time is treated as a **Late Cancellation**.
- 6.3. **No-Show.** Failure to attend the appointment without any notice, or arrival more than 15 minutes late without prior communication, is treated as a **No-Show**.
- 6.4. **Charges.** For both Late Cancellations and No-Shows, **the full price of the reserved service will be charged**. This charge compensates the Salon for the reserved therapist's time, for the unavailability of the time slot to other clients, and for the associated operational costs. It does not constitute a penalty but reasonable compensation for actual loss.
- 6.5. **Collection of charges.** Where a deposit or prepayment has been made, it will be retained in full or in part to cover the charge. Where no prepayment was made, the Salon will issue an invoice for the full service amount, payable within 14 days.
- 6.6. **Express acceptance.** By completing a booking through any channel, the client explicitly acknowledges and agrees to this cancellation and no-show policy in accordance with §§ 1751 and 1826 of Act No. 89/2012 Sb., the Czech Civil Code. The client acknowledges that services with a set appointment time fall within § 1837(j) of the Civil Code, under which the statutory 14-day right of withdrawal from distance contracts does not apply.
- 6.7. **Exceptions.** The Salon may, at its sole discretion, waive or reduce charges in documented cases of serious illness, accident, or other force-majeure circumstances, upon written request accompanied by supporting evidence (e.g., medical certificate) submitted within 48 hours of the missed appointment.

7. Late Arrival

- 7.1. If the client arrives late, the session will end at the originally scheduled finish time to avoid disrupting subsequent appointments. No extension of session duration is provided.
- 7.2. The full price of the reserved service remains payable regardless of any shortened treatment time.
- 7.3. Arrival more than 15 minutes late without prior notice may, at the Salon's discretion, be treated as a No-Show under Section 6.3.

8. Non-Payment and Legal Remedies

- 8.1. Unpaid invoices accrue statutory default interest under Czech law from the day following the due date.
- 8.2. The Salon reserves the right to transfer unpaid claims to a debt-collection agency or to initiate civil court proceedings. All associated costs — collection fees, legal fees, court fees — are payable by the defaulting client in addition to the principal debt and interest.
- 8.3. Persistent non-payment, fraudulent conduct, or serious breach of these Terms may result in

the client being permanently refused future services and — where applicable — reported to the relevant authorities.

9. Gift Vouchers and Promotions

9.1. Gift vouchers are non-refundable and non-exchangeable for cash. 9.2. Unless stated otherwise on the voucher, gift vouchers are valid for **12 months** from the date of issue. Unused vouchers expire after this period with no entitlement to a refund. 9.3. Lost, stolen, or damaged vouchers cannot be replaced without original proof of purchase. 9.4. Promotional offers are subject to the specific terms stated at the time of purchase and cannot be combined unless expressly permitted.

10. Health Disclosure and Contraindications

10.1. Duty to disclose in writing, before the appointment. The client is required to disclose — **in writing, before the appointment begins** — any health condition, injury, medication, pregnancy, or other circumstance that may affect the safety, suitability, or effectiveness of the massage treatment. Written disclosure must be made in one of the following forms:

- (a) in the booking notes field of the reservation platform at the time of booking, or
- (b) by email or messaging sent to the Salon before the appointment.

10.2. Verbal disclosure at the Salon is not sufficient. For legal-protection purposes, the Salon relies exclusively on written pre-appointment disclosure. If a condition was not disclosed in writing before the appointment, the Salon is entitled to treat the client as having declared themselves free of all contraindications, regardless of what may be said verbally at check-in or during the session. (The therapists will, of course, do their best to adapt the treatment if the client mentions something on the spot — but this goodwill does not extend the Salon's legal liability.)

10.3. Conditions that must be disclosed include, without limitation:

- Pregnancy or suspected pregnancy, at any stage
- Recent surgery, injury, fracture, or unhealed wound (within the last 6 months)
- Infectious, contagious, or undiagnosed skin conditions
- Cardiovascular conditions, including heart disease, high or low blood pressure, and pacemakers
- Thrombosis, embolism, varicose veins, or other circulatory disorders
- Cancer, tumors, or ongoing oncological treatment
- Diabetes, epilepsy, or other neurological conditions
- Autoimmune or inflammatory conditions in active phase
- Osteoporosis, severe joint disorders, or recent spinal issues
- Allergies to oils, fragrances, latex, or any topical product
- Current use of anticoagulants or other medications that may affect treatment

- Any condition for which a physician has advised against massage, bodywork, or physical manipulation

10.4. Consequences of non-disclosure. The Salon and its therapists accept **no liability whatsoever** for any aggravation, injury, complication, adverse reaction, or loss arising from or connected to a condition that was not disclosed in writing before the appointment. By failing to disclose, the client expressly assumes all risk.

10.5. Right to refuse or modify treatment. The Salon and its therapists reserve the right to refuse, modify, shorten, or terminate any treatment where — in the therapist's professional judgment — the treatment may pose a risk to the client's health. In such cases, the full service price remains payable.

10.6. Not medical treatment. Massage services at the Salon are provided for wellness, relaxation, and therapeutic-comfort purposes only. They are **not** a substitute for medical diagnosis, treatment, or professional medical advice. The client is responsible for consulting a physician where appropriate.

11. Injuries, Incidents, and Complaints Procedure

11.1. Immediate reporting during the session. Any pain, discomfort, unusual sensation, injury, or adverse effect experienced during a treatment **must be reported immediately to the therapist during the session.** The therapist will adjust or stop the treatment as required.

11.2. Reporting before leaving the premises. Any complaint regarding the treatment, the therapist's conduct, an alleged injury, or any other issue must in any event be raised at reception **before the client leaves the Salon's premises.** This allows the Salon to document the condition of the client at the moment of departure.

11.3. Written complaint (reklamace) within 24 hours. A formal written complaint must be submitted within **24 hours** from the end of the treatment, by email to **[COMPLAINTS EMAIL]** or in person at reception. The complaint must include:

- The client's full name and contact details
- Date, time, and name of the therapist
- Detailed description of the issue
- Any supporting evidence: photographs, medical documentation, witnesses

11.4. Right to require medical examination. Where a physical injury is alleged, the Salon is entitled to request that the client undergo an immediate medical examination at a facility of the Salon's choosing, at the Salon's expense, solely for the purpose of contemporaneously documenting the alleged injury. Refusal to undergo such examination when requested will be taken into account in the assessment of the complaint.

11.5. Late complaints. Complaints submitted later than 24 hours after the treatment — except in the case of documented latent conditions that could not reasonably have been detected earlier, which must then be reported without undue delay upon discovery — will be assessed at the

Salon's discretion but will be **rebuttably presumed not to have been caused by the treatment**. This reflects the fact that the client's activities, movements, and exposures after leaving the Salon cannot be controlled, observed, or verified by the Salon.

11.6. Response deadline. The Salon will acknowledge receipt of any complaint without undue delay and issue a written decision within **30 days** of receipt, in accordance with Act No. 634/1992 Sb., on Consumer Protection.

11.7. Abuse of complaint process. Repeated submission of unfounded complaints, attempts to obtain refunds or compensation through false statements, or any other fraudulent conduct will result in refusal of future service and may be referred to the relevant authorities.

12. Client Conduct and Right of Refusal

12.1. Clients are required to conduct themselves respectfully toward staff, other clients, and Salon property.

12.2. Scope of services — strictly professional and non-sexual. The Salon operates as a professional wellness and therapeutic Thai massage studio. **All services are strictly non-sexual in nature.** Any request for, or suggestion of, sexual services; any inappropriate touching of the therapist; any sexually suggestive behavior, comments, or indecent exposure will result in **immediate termination of the session without refund**, permanent ban from the Salon, and — where applicable — referral to law-enforcement authorities.

12.3. The Salon reserves the right to refuse or terminate service where the client:

- Appears to be under the influence of alcohol, drugs, or other intoxicating substances
- Exhibits aggressive, threatening, abusive, or disruptive behavior
- Shows signs of an infectious or contagious condition
- Has repeatedly breached these Terms
- Fails to meet basic hygiene requirements
- Engages in conduct described in Section 12.2

Where a session is refused or terminated for any of the above reasons, the full service price remains payable.

13. Hygiene Requirements

13.1. Clients are expected to attend appointments in a reasonable state of personal hygiene, including having showered prior to the appointment.

13.2. Clients should **not** attend if they have: visible infectious skin conditions, open wounds, fresh tattoos less than 4 weeks old, active cold or flu symptoms, fever, or other potentially contagious conditions. Such clients should reschedule.

13.3. The Salon operates in accordance with the hygiene standards set out in Act No. 258/2000 Sb., on Public Health Protection, and related implementing regulations. Linens, towels, and

disposables are changed between clients; treatment surfaces, tools, and equipment are cleaned and disinfected between sessions.

13.4. The Salon reserves the right to refuse service if hygiene requirements are not met. The full service price remains payable.

14. Minors and Accompanying Persons

14.1. Clients under **18 years of age** may receive treatment only with the **written consent of a parent or legal guardian**. The parent or guardian must be present at check-in and may be required to remain on the premises during the treatment.

14.2. Children must not be left unattended on Salon premises. Accompanying persons who are not receiving treatment should remain in the reception area.

15. Photography and Recording

15.1. Photography, video recording, and audio recording on Salon premises are **strictly prohibited** without prior written consent from Salon management.

15.2. The Salon respects client privacy; staff will not photograph, film, or record clients without explicit written consent.

16. Personal Belongings and Valuables

16.1. Clients are responsible for their personal belongings at all times. The Salon accepts **no liability** for loss, theft, or damage to personal property, including jewelry, watches, electronics, clothing, bags, or cash.

16.2. Clients are advised not to bring valuables to appointments. Lockers or storage, where provided, are used at the client's own risk.

17. Liability Limitation

17.1. The Salon provides services with professional care and according to best practice, but gives no warranty of specific therapeutic outcomes. Services are provided for wellness and relaxation purposes.

17.2. To the maximum extent permitted by Czech law, the Salon's aggregate liability for any direct damage arising from or connected to a service is limited to the amount paid by the client for the specific service giving rise to the claim.

17.3. The Salon excludes liability for indirect, consequential, incidental, or special damages — including loss of profit, loss of earnings, and non-material damage — to the extent permitted by law.

17.4. Nothing in these Terms limits liability for damage caused by gross negligence or willful misconduct, or for any harm where such limitation is prohibited by mandatory provisions of Czech law.

18. Privacy and Data Protection

18.1. The Salon processes personal data in accordance with Regulation (EU) 2016/679 (GDPR) and Act No. 110/2019 Sb., on the Processing of Personal Data. The data controller is the operator identified in Section 3.

18.2. Personal data is processed for the purposes of: appointment booking and management, service delivery, payment processing, complaint handling, legal and tax compliance, and — where consent is given — marketing communications.

18.3. Health information disclosed for the purpose of treatment (Section 10) is processed on the basis of Article 9(2)(h) GDPR and handled with strict confidentiality.

18.4. Full information — including categories of recipients, retention periods, and the client's rights (access, rectification, erasure, restriction, portability, objection, and the right to lodge a complaint with the Office for Personal Data Protection / ÚOOÚ) — is set out in the Salon's Privacy Policy, available at **[PRIVACY POLICY URL]**.

19. Force Majeure

The Salon is not liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to: sudden illness or absence of the therapist, power or water outages, natural disasters, epidemics or pandemics, government restrictions, strikes, or acts of terrorism. In such cases, the Salon will offer rescheduling or — where the service was prepaid — a refund of the prepaid amount, with no further compensation payable.

20. Changes to Appointments by the Salon

The Salon reserves the right to reschedule or cancel appointments due to therapist illness, equipment failure, or other unforeseen circumstances. The client will be offered the earliest alternative appointment or, if preferred, a full refund of any prepayment. The Salon's liability in such cases is limited to the refund of amounts paid.

21. Amendments to These Terms

21.1. The Salon reserves the right to amend these Terms. The version in force at the time of booking applies to that booking.

21.2. The current version is published on the Salon's websites, with the "Last updated" date clearly indicated.

22. Out-of-Court Dispute Resolution

In accordance with Act No. 634/1992 Sb., on Consumer Protection, consumers have the right to seek out-of-court resolution of consumer disputes with the Salon through the Czech Trade Inspection Authority:

Česká obchodní inspekce Ústřední inspektorát — oddělení ADR Štěpánská 15, 120 00 Praha 2
Website: www.coi.cz Email: adr@coi.cz

The EU online dispute-resolution platform is available at ec.europa.eu/consumers/odr.

23. Governing Law and Jurisdiction

These Terms, and any contractual or non-contractual dispute arising from them, are governed by the laws of the Czech Republic. The competent Czech courts have exclusive jurisdiction, without prejudice to the consumer's mandatory statutory rights.

24. Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions continue in full force. The invalid provision will be replaced by a valid provision as close as possible in meaning and economic effect to the original.

25. Language Versions

These Terms are issued in Czech and English. In the event of any discrepancy between the two versions, **the Czech version prevails**.

26. Acceptance of Terms

By completing a booking through any channel — website, reservation platform, phone, email, messaging, or in person — the client confirms that they have read, understood, and agreed to these Terms and Conditions in full.

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