

# Terms and Conditions of Use (T&C) for In-Home, Companies and Hotels Massage Services

By accepting these Terms and Conditions of Use, the Client acknowledges having read and understood their contents and accepts them without reservation. These terms constitute a contractual agreement binding both the Client and Babassu bien-être, Karina Santos de Freitas Bruttin.

## 1. Purpose of the T&C

These Terms and Conditions of Use aim to define the terms and conditions under which Babassu bien-être, Karina Santos de Freitas Bruttin offers massage services at home, in companies, and in hotels (the service). Using the service implies full acceptance of these T&C.

## 2. Access and Use of the Service

### 2.1 Target Audience

The service is available to any adult individual or any business wishing to benefit from wellness services, subject to the availability of time slots and geographical coverage.

### 2.2 Booking Process

Massage services must be booked through the website ([www.babassu.ch](http://www.babassu.ch)). The Client must provide accurate and complete information to ensure the proper delivery of the service (address, time slot, type of massage, etc.).

### 2.3 Pricing

The prices of services are displayed on the website and may vary depending on the duration of the massage and the type of service selected. Prices are subject to change at any time, but confirmed bookings will be billed at the rate in effect at the time of reservation. Payment is made online at the time of booking.

## 3. Cancellation and Modification Terms

### 3.1 Cancellation by the Client

The Client may cancel their booking up to 48 hours before the scheduled service. To do so, they must send an email to [contact@babassu.ch](mailto:contact@babassu.ch), including their full name, the date, and the time of the appointment. A 10% fee will be retained to cover administrative costs. If the cancellation occurs after the 48-hour deadline, the full amount will be charged.

### 3.2 Cancellation by the Therapist

Babassu bien-être, Karina Santos de Freitas Bruttin reserves the right to cancel or modify a service due to unforeseen circumstances, technical issues, or the therapist's unexpected unavailability. In such cases, a new date will be proposed, or a full refund will be provided.

## **4. Services**

### **4.1 Nature of Services**

Babassu bien-être, Karina Santos de Freitas Bruttin offers wellness massage services provided by qualified professionals. These services include various types of massages, detailed descriptions of which are available on the website. These services are not medical or paramedical and cannot substitute for therapeutic or medical treatments. Babassu bien-être, Karina Santos de Freitas Bruttin strictly complies with the Swiss Code of Obligations (CO) and the Swiss Penal Code regarding moral and ethical standards.

### **4.2 Service Location**

Services can be performed at home, in companies, or in hotels, provided the location meets the conditions necessary for proper service execution (sufficient space, cleanliness, calm environment, etc.). The Client agrees to prepare the area adequately before the therapist's arrival.

### **4.3 Service Duration and Scheduling**

Services are offered for a pre-determined duration specified during booking. The therapist will strive to adhere to the agreed schedule. In case of delays caused by the therapist, efforts will be made to compensate for the delay, within the therapist's availability.

### **4.4 Service Contents**

Massage services include all necessary equipment (massage table, oils, towels, etc.). Specific requests (e.g., oil changes, technique adjustments) must be communicated in advance and may incur additional charges.

### **4.5 Service Limitations**

The therapist reserves the right to refuse or discontinue a service if safety or hygiene conditions are not met or if the Client displays inappropriate behavior (e.g., aggression or harassment). No refunds will be provided in such cases.

### **4.6 Corporate and Hotel Services**

For corporate services, the Client (or the company) must provide a calm and appropriate space. For hotel services, Clients must ensure therapists have convenient access to the designated spaces.

### **4.7 Modifications to Services**

Babassu bien-être, Karina Santos de Freitas Bruttin reserves the right to modify the nature of the services offered based on evolving needs or therapist qualifications. Clients will be informed of any significant changes before booking.

## **5. Client's Obligations**

### **5.1 Access to the Service Location**

The client agrees to provide an adequate and secure workspace so that the service can be carried out under proper conditions (home, office, hotel, etc.).

### **5.2 Hygiene and Respect**

The client must present themselves in an adequate state of cleanliness. Respectful behavior and courtesy towards the therapist are required. Any inappropriate behavior may result in the immediate termination of the service with no possibility of a refund.

### **5.3 Medical Contraindications**

The client is required to inform the therapist of any medical conditions that may affect the service (allergies, injuries, chronic illnesses, etc.). In case of doubt, it is recommended to consult a doctor before booking a service. The therapist cannot be held responsible for any medical issue not disclosed.

Babassu bien-être, Karina Santos de Freitas Bruttin asks clients to cancel their reservation if they show symptoms of illness, out of respect for the therapists and to preserve their health.

### **5.4 Prohibition of Misuse of Services**

The client agrees not to use the services provided by Babassu bien-être, Karina Santos de Freitas Bruttin for personal or third-party purposes, directly or indirectly, for profit or free of charge.

### **5.5 Inappropriate Behavior: Prohibition and Sanctions**

Babassu bien-être, Karina Santos de Freitas Bruttin does not accept any inappropriate behavior from its clients. The client agrees not to consume alcohol or drugs before the massage session and not to make any inappropriate or sexually suggestive proposals or gestures towards the therapist. Any violation of these rules may lead to legal action.

### **5.6 Non-Solicitation of Therapists**

The client agrees not to directly contact, recruit, or solicit therapists for services outside the framework of reservations made through Babassu bien-être, Karina Santos de Freitas Bruttin. Any attempt to directly solicit therapists for massage services outside the company's framework is strictly prohibited.

### **5.7 Penalties for Non-Compliance**

In case of breach of this clause and direct contact with the therapist to bypass Babassu bien-être, Karina Santos de Freitas Bruttin, a financial penalty of CHF 500 will be applied. This amount corresponds to the commercial losses suffered by Babassu bien-être, Karina Santos de Freitas Bruttin due to this direct solicitation.

### **5.8 Protection of Commercial Interests**

This clause is designed to protect Babassu bien-être, Karina Santos de Freitas Bruttin commercial interests and ensure that relationships between clients and therapists remain under Babassu bien-être, Karina Santos de Freitas Bruttin management. Any action to bypass Babassu bien-être, Karina Santos de Freitas Bruttin to directly contact a therapist constitutes a violation of these Terms and Conditions and will lead to appropriate measures.

## 6. Therapist's Obligations

### 6.1 Competence and Professionalism

The partner therapists are qualified and provide services in accordance with professional standards. The therapist agrees to maintain hygiene standards and use the necessary equipment (massage table, oils, towels, etc.).

### 6.2 Respect for Privacy

The personal information collected during the reservation is treated with confidentiality and will only be used in connection with the service provided.

## 7. Liability

Babassu bien-être, Karina Santos de Freitas Bruttin disclaims any responsibility in case of:

- An allergic reaction to a product used during the service if this information was not communicated beforehand.
- Deterioration of furniture or property in the service location if caused by inadequate preparation of the space by the client.
- Personal injury resulting from undisclosed medical issues.

### 7.1 Therapist's Liability

Babassu bien-être, Karina Santos de Freitas Bruttin commits to taking all necessary steps to ensure the quality of the massage services provided to clients. Partner therapists are qualified professionals who perform their work according to hygiene and safety standards.

**Babassu bien-être, Karina Santos de Freitas Bruttin cannot be held liable for indirect damages resulting from the use of its services, including delays, cancellations, or modifications of services due to unforeseen circumstances (force majeure, unforeseen events, etc.).**

### 7.2 Use of Products

Babassu bien-être, Karina Santos de Freitas Bruttin uses professional quality products (massage oils, creams, etc.) that comply with applicable standards. However, the client must inform the therapist of any known allergies or intolerances to specific products before the service begins. **Babassu bien-être, Karina Santos de Freitas Bruttin disclaims responsibility for allergic reactions or adverse effects if this information is not provided in advance.**

### 7.3 Client's Obligations and Liability

The client is responsible for providing an adequate environment for the service. If the conditions are unsuitable (lack of space, unsafe or unsanitary environment), the therapist reserves the right to refuse or terminate the service without refund or financial compensation.

Additionally, the client must be in a state of health compatible with the massage service. Any medical contraindications must be disclosed before the session begins. **If a medical issue is not disclosed, Babassu bien-être, Karina Santos de Freitas Bruttin cannot be held liable for any adverse effects that may occur during or after the service.**

## **7.4 Client Behavior**

Babassu bien-être, Karina Santos de Freitas Bruttin reserves the right to terminate the service at any time if the client's behavior is deemed inappropriate, threatening, or disrespectful towards the therapist. In such cases, no refund or compensation will be granted.

## **7.5 Damages Caused by the Client**

### **7.5.1 Client's Liability for Material Damages**

The client is responsible for any damage caused to the equipment used by the therapist (massage table, oils, towels, devices, etc.) or to the therapist's property during the service. In case of intentional or unintentional damage to the equipment provided by Babassu bien-être, Karina Santos de Freitas Bruttin or the therapist, the client agrees to cover the costs of repair or replacement of the damaged materials.

### **7.5.2 Client's Liability for Personal Injury**

The client agrees to behave respectfully and not engage in any actions that could endanger the safety or physical integrity of the therapist. In case of inappropriate, aggressive, or violent behavior by the client leading to personal injury of the therapist, Babassu bien-être, Karina Santos de Freitas Bruttin reserves the right to take legal action against the client and claim damages. The therapist may also terminate the service immediately without refund.

## **7.6 Inadequate Environment**

The client is responsible for ensuring that the location of the service is safe and suitable. This includes providing sufficient and secure space for the therapist and their equipment. If an accident occurs due to poor preparation of the space or a lack of safety (e.g., hazardous objects, slippery floors, uncontrolled pets), the client will be held responsible for the damages and may be required to compensate the therapist or Babassu bien-être, Karina Santos de Freitas Bruttin for any harm suffered.

## **7.7 Client's Insurance**

It is recommended that the client check whether their home insurance or liability insurance covers material or bodily damages caused to third parties during an in-home service. In case of an accident or damage caused by the client during a service at a company or hotel, it is their responsibility to verify the appropriate insurance coverage to handle any potential damages.

## **7.8 Exclusion of Liability for Babassu bien-être, Karina Santos de Freitas Bruttin**

**Babassu bien-être, Karina Santos de Freitas Bruttin cannot be held responsible for damages caused by the client, whether to the therapist's property, the therapist's person, or third parties.** In case of damage, the client will be directly accountable for their actions and must compensate the affected parties.

## **7.9 Limitation of Liability**

**In all cases, Babassu bien-être, Karina Santos de Freitas Bruttin's liability is strictly limited to the amounts paid by the client for the specific service. Babassu bien-être, Karina Santos de Freitas Bruttin will not be held responsible for indirect damages such as loss of profits, loss of clientele, business interruption, or any other harm suffered by the client or third parties.**

### **7.10 Force Majeure**

Babassu bien-être, Karina Santos de Freitas Bruttin cannot be held responsible if it is unable to fulfill its contractual obligations due to a force majeure event, as defined by Swiss law and jurisprudence. Force majeure events include, but are not limited to, natural disasters, pandemics, strikes, power outages, internet disruptions, or any other unforeseeable situation outside Babassu bien-être, Karina Santos de Freitas Bruttin control.

### **7.11 Insurance**

Babassu bien-être, Karina Santos de Freitas Bruttin is covered by professional liability insurance that covers bodily or material damages caused by the therapist during service provision. This insurance is limited to the amounts covered by the active insurance policy. The client must immediately report any incident or damage that occurs during the service to enable Babassu bien-être, Karina Santos de Freitas Bruttin to inform its insurer and handle the claim promptly.

## **8. Confidentiality**

The client's personal information is handled in accordance with our privacy policy. It will not be disclosed to third parties without the client's consent.

## **9. Modification of Terms and Conditions**

Babassu bien-être, Karina Santos de Freitas Bruttin reserves the right to modify these Terms and Conditions at any time. Modifications will be applicable upon their publication on the website.

## **10. Applicable Law and Disputes**

These Terms and Conditions are governed by Swiss law. Any disputes relating to the interpretation or execution of these terms will be submitted to the exclusive jurisdiction of the courts of Nyon.

## **11. Contact**

For any questions or claims, the client may contact customer service via the following email: [contact@babassu.ch](mailto:contact@babassu.ch).