

## **General Terms of Sale - July 2020**

### **Scope**

Benefits: Well-being treatments or products provided by NEW WAVE SERVICES SA through the Namaka - Float Space Centre.

Customer: any physical person or legal entity, who has purchased or received benefits provided by NEW WAVE SERVICES SA.

NEW WAVE SERVICES SA: A limited company, located at 5 Dr-Alfred-Vincent Street5, registered in the Swiss Register of Commerce under the number IDE-332.762.498.

### **Object**

The General Terms of Sale govern the contractual relationship between the Customer and NEW WAVE SERVICES SA and are applicable to all Customers.

The Customer accepts all the General Terms of Sale by booking a treatment or purchasing a product of NEW WAVE SERVICES SA.

The General Terms of Sale are the only framework of the legal relationship between the Client and NEW WAVE SERVICES SA.

### **Orders and conclusion of the contract**

Purchases of treatments are made online, by phone or on-site and in the form of sessions, packages, subscriptions or gift vouchers. Treatment purchases are binding and the order confirmation email serves as a written confirmation of your order.

The Customer is responsible for her/his purchases and its reservations, it is up to the Customer to verify the accuracy of each of her/his bookings (place, date, time). Any booking cancelled at least 48hours in advance is subject to a new appointment or a full refund. Bookings not cancelled 48 hours in advance are due entirely but can be subject of a one-off re-booking (in case of recurrence the service will be definitively charged). In case of late arrival, the full session will be billed. If no session is scheduled immediately after and that the Centre does not close, the session can be extended for the total booked duration without extra cost.

Gift vouchers are not replaced or refunded. If the benefit no longer exists, the value of the gift voucher will be transferred to an existing benefit.

In general, packages and gift vouchers have an unlimited lifespan and are transferable unless special mention is made.

If you have not received confirmation of your order within 5 business days, please let us know by email to [hello@namakafloat.com](mailto:hello@namakafloat.com).

### **General Terms of Sale**

The General Terms of Sale may be subject to updates or changes without notice. The applicable terms and conditions of sale are those in effect at the time of the service.

The Customer is committed to complying with the recommendations as well as the safety and hygiene guidelines of NEW WAVE SERVICES SA before, during and after the treatments as well as the treatment schedules.

NEW WAVE SERVICES SA commits to deliver the treatment purchased by the Customer according to the offers at the time of sale and confirmed in the Customer's order receipt.

In the event of non-payment of benefits, NEW WAVE SERVICES SA reserves the right not to deliver or suspend the purchased benefits.

### **Tarifs and payment method**

Current rates are posted on [the www.namakafloat.com](http://www.namakafloat.com) website and at the entrance to the Centre. NEW WAVE SERVICES SA is free to change its rates. The rates applicable to the Benefits are those in effect on the day the Benefits are purchased.

Online orders are paid by credit card and a secure payment system. On-site orders are paid by credit card and a secure payment system or cash. Monthly payment is paid by credit card and a secure payment system or by invoice.

The order amount will not be debited until it is validated. Payment by credit card is secured by an encryption system. As a result, NEW WAVE SERVICES SA cannot access the card number of the customer.

## **Various**

1. Damage to facilities and facilities is strictly prohibited. Any damage or damage is repaired by NEW WAVE SERVICES SA at the offender's expense.
2. Any act or behaviour likely to impair decency, good die, the tranquility of the Customers, the good order and the cleanliness of the Centre is strictly prohibited. It will be sanctioned by the immediate dismissal of the Centre, which will not result in any refund.
3. It is forbidden to open emergency exits, except in case of emergency.
4. NEW WAVE SERVICES SA reserves the right to cancel Sessions in the event of a hardware outage.

## **Insurance and responsibilities**

The purchase of a new WAVE SERVICES SA treatment implies that the Customer declares that she/he is fit to practice it.

In the event of an accident resulting from the Customer's failure to comply with safety instructions or improper use of aircraft or other facilities, the customer is solely responsible and the Responsibility for NEW WAVE SERVICES SA cannot be implicated

NEW WAVE SERVICES SA is insured for damages incurring under its civil liability.

NEW WAVE SERVICES SA disclaims any responsibility for loss or theft in its Centre.

## **Data protection**

NEW WAVE SERVICES SA only collect the data necessary to process the order, treatment and customer tracking. All personal data will be treated with the utmost confidentiality and will not be transmitted to third parties outside of NEW WAVE SERVICES SA.

## **Legal information**

The General Terms of Sale are governed exclusively by Swiss law. They replace and cancel all declarations, negotiations, oral or written communications, acceptances and prior agreements between the parties.

In the event of a disagreement or dispute, NEW WAVE SERVICES SA and the Client agree to cooperate in mediation before initiating any legal proceedings.