

**Please read these Terms and Conditions carefully before booking a treatment or service with Pixie Well.**

By booking an appointment, purchasing a gift voucher, or otherwise engaging our services, you agree to be bound by these Terms.

## 1. About Pixie Well

Pixie Well is operated by Pixie Well Limited (NZBN 9429047132702, New Zealand Companies Office number 7125635), a company registered in New Zealand and based in Gore and Maitua, Southland. Our sole director and practitioner is Elaine Nicola Booker.

We provide massage therapy, manual lymphatic drainage, natural therapies, movement classes, and complementary wellness services, both in person and by distance, as described on our website and booking platform.

## 2. Our Services

Our services fall into three categories:

### 2.1 In-person services

- Massage therapy (including Hawaiian-style and Romi Romi), manual lymphatic drainage, facials, foot reflexology, natural therapies, movement classes (yoga, Pilates, dance), and related treatments delivered at 11 Albany Street, Gore, at 49 Crawford Road, Maitua, or at another agreed venue.

### 2.2 Distance services

- Reiki healing, tuning fork therapy, HonoHono, and psychic card reading (Ancient Egyptian Oracle the Cartouche) delivered remotely by phone, video call, or in absentia, without the client and practitioner being in the same physical location. Section 7 sets out additional terms specific to distance services.

### 2.3 Mobile services

- Selected treatments may be offered on a mobile basis at your home or another location of your choosing. Mobile appointments are offered only in specific circumstances, at Pixie Well's discretion, and every mobile booking is subject to Pixie Well's confirmation before it is finalised; requesting a mobile appointment does not guarantee one will be provided. For the safety of both client and practitioner,
- Pixie Well reserves the right to decline, postpone, or end a mobile appointment at any time, including where the location, access, or circumstances on arrival are assessed as unsafe or unsuitable. Additional travel costs may apply depending on distance and will be confirmed before booking.
- All services are provided strictly on a therapeutic and professional basis. No service offered by Pixie Well involves the touching of intimate parts, and any request of that nature will result in immediate termination of the session without refund. Clause 6.6 explains how draping and positioning are used to maintain this standard.

## 3. Bookings and Payment

- Bookings can be made online via our booking platform, or by phone, text, or email for appointments outside standard hours.
- Prices are as listed on our website at the time of booking and are in New Zealand dollars, inclusive of GST if applicable. We reserve the right to change prices at any time; the price confirmed at booking will apply to that appointment.
- Payment is due at the time of the appointment unless otherwise agreed, except for distance services, which must be paid in full in advance of the session (see clause 7.2).
- We accept the payment methods advertised on our booking platform or as otherwise agreed. A booking is not confirmed until payment or a deposit (where required) has been received.

## 4. Cancellations, Rescheduling and No-Shows

- We kindly request at least 48 hours' notice of cancellation or rescheduling, so we can offer the time to another client on our waitlist.
- Cancellations with less than 48 hours' notice will incur a \$20 cancellation fee, except in cases of genuine emergency, at our discretion.
- Gift voucher appointments cancelled with less than 48 hours' notice will be treated as redeemed, and the voucher will not be reissued or refunded.

- If you do not attend your appointment without notice, the full appointment fee may be charged.
- Some services may require pre-payment. Where this applies, you will be advised at the time of your booking request, and your appointment will not be confirmed until pre-payment has been received.
- A deposit is required for 2-hour (120 minute) sessions. The deposit amount will be confirmed at the time of your booking request, and the appointment is not confirmed until the deposit has been received. The cancellation terms above apply to any deposit paid.
- We will make reasonable efforts to notify you as early as possible if we need to cancel or reschedule an appointment, and will offer an alternative time or a full refund of any amount already paid for that appointment.

## 5. Gift Vouchers

- Gift vouchers are valid for the period stated on the voucher, or if no period is stated, for 12 months from the date of purchase, in line with the Consumer Guarantees Act 1993 minimum expectations for services paid in advance.
- Gift vouchers are non-refundable and cannot be exchanged for cash, except where required by law.
- Lost or stolen vouchers cannot be replaced unless proof of purchase is provided.
- The cancellation terms in clause 4 apply to voucher-funded appointments.

## 6. In-Person Appointments: Your Responsibilities and Risks

### 6.1 Premises and property

- The Maitua premises is a residential farmlet. There may be hazards including animals and livestock. While we take all reasonable care, you attend the Maitua premises at your own risk, and children must not be brought to this location. The Gore premises is family-friendly and all ages are welcome.

### 6.2 Preparation

- For massage treatments, please remove jewellery before your session, as it may impede the treatment or be damaged by massage oil. Please allow time after your treatment to recover: everyone responds to bodywork differently, and reactions such as drowsiness or emotional release are normal.

### 6.3 Allergies and sensitivities

- Please tell us before your appointment about any known allergies or sensitivities, including to roses, egg, bee products, or dairy, as these ingredients may be present in oils, masks, or products we use.

### 6.4 Mandatory health disclosures

- Before your first appointment, and before any later appointment where anything has changed, you must tell us if any of the following apply to you, as they affect what treatments can safely be provided:
  - Pregnancy, at any stage;
  - Missing or removed lymph nodes, for example following cancer treatment or surgery; and
  - A pacemaker or other implanted electronic medical device.
- Some treatments, including manual lymphatic drainage, tuning fork therapy, and certain massage techniques, may be unsafe or contraindicated if these conditions are not disclosed.
- It is your responsibility to tell us, before treatment begins, about these and any other pregnancy, injury, medical condition, medication, or recent surgery that may be relevant. We rely on the accuracy and completeness of the information you give us and are not liable for outcomes arising from information you fail to disclose.

### 6.5 Offsite and mobile appointments

- Where a treatment is provided at your own location, you are responsible for providing a safe, clean, and suitable space for the treatment to take place. Additional travel costs may apply depending on location and will be confirmed before booking.

### 6.6 Draping, technique and incidental contact

- Pixie Well does not offer, and will never intentionally provide, any service involving contact with intimate areas of the body, as set out in clause 2. Appropriate draping and positioning are used at all times, and you are welcome to ask for extra draping, a change of position, or to skip a particular technique at any point before or during your treatment, without needing to give a reason.
- Some techniques, particularly the broad, flowing strokes used in Hawaiian-style Lomi Lomi massage, are applied across large areas of the body, including the side of the torso. Because of natural variation in body shape and positioning, very occasional, brief and entirely unintentional incidental contact near the edge of a private area can occur during these techniques. This is never the intention or purpose of a treatment and is not solicited in any way. Should it occur, your therapist will immediately adjust technique, positioning, or draping.
- If at any time you are uncomfortable with a technique, your positioning, or your level of draping, please say so straight away. You may ask your therapist to pause, adjust, or stop a treatment at any point, for any reason, without needing to justify your request.

### 7. Distance Services: Additional Terms

- Because distance services are delivered without the client and practitioner being physically present together, the following additional terms apply.

#### 7.1 Nature of distance services

- Reiki, tuning fork therapy, and HonoHono delivered at a distance are provided in absentia; there is no physical contact between practitioner and client during the session. Psychic card reading is delivered by phone or video call. You will be sent instructions for how to prepare and how to join or receive the session at the time of booking.

#### 7.2 Payment

- Distance services must be paid in full at the time of booking. Because these sessions cannot be "re-delivered" in the same way as a missed in-person slot, no refund is given once a distance session has commenced, except where required by law or at our discretion in cases of genuine technical failure on our part.

#### 7.3 Your environment and conduct

- You are responsible for your own safety, comfort, and environment during a distance session. In particular, you must not participate in a distance session while driving, operating machinery, or in any other situation where a reduction in alertness could put you or others at risk.

#### 7.4 Technology

- You are responsible for having a suitable device, internet connection, and phone or video access for your session. We are not liable for a session being disrupted or cut short by technology issues on your side, though we will act reasonably and in good faith to reschedule where a technical fault, whether yours or ours, meaningfully prevents the session taking place.

#### 7.5 Location and jurisdiction

- Distance services are offered to clients located within New Zealand. Appointment times are given in New Zealand time. If you are located outside New Zealand at the time of a session, you remain responsible for complying with any laws that apply to you in your own location.

#### 7.6 Confidentiality of remote sessions

- Video or phone sessions are not recorded by us unless we tell you otherwise and obtain your consent. Please do not record sessions without our agreement.

### 8. The Nature of Our Services: No Guaranteed Outcome

Please read this section carefully. It is central to what you can expect from a Pixie Well session.

#### 8.1 Complementary, not medical, services

Elaine Booker is not a mental health specialist, qualified counsellor, mental health professional, or therapist. Nothing provided through Pixie Well, whether in person or at a distance, constitutes mental health diagnosis, treatment, counselling, or therapy of any kind.

- Massage therapy, manual lymphatic drainage, Reiki, tuning fork therapy, HonoHono, sound healing, Rongoa Māori, and psychic card reading are complementary and wellness practices. They are not a substitute for diagnosis, treatment, or advice from a registered medical practitioner, mental health professional, or other qualified health provider. Pixie Well does not diagnose, treat, or claim to cure any medical or psychological condition.

#### 8.2 No guaranteed results

- The effects of massage, energy work, and complementary therapies vary from person to person and session to session. We do not guarantee any specific physical, emotional, psychological, or spiritual outcome from any service, including distance services. Testimonials or descriptions on our website reflect individual experiences and are not a promise of a particular result for you.

#### 8.3 Psychic card reading

Card readings, whether delivered in person or remotely, are offered for insight, reflection, and entertainment. The following applies to every card reading:

- No matter what is said in a reading, you retain free will at all times. You can control and change your own future; nothing in a reading is fixed or predetermined.
- Where a reading touches on matters related to your health, you should always consult a qualified medical professional. Pixie Well assumes no responsibility for any action or inaction you take based on a reading.
- Card readings are intended to be fun and entertaining. They are not to be treated as serious or life-changing advice, and should not form the basis of major life, financial, medical, or legal decisions.
- Pixie Well card readings are not a substitute for professional mental health support. If you are feeling suicidal, please seek help from a mental health professional or a support service such as Lifeline Aotearoa (0800 543 354, or free text 4357). If you are experiencing abuse of any kind, please contact Police (111) or Women's Refuge (0800 733 843). A card reading is not appropriate in either of these circumstances.
- If you are seeking help with an addiction, please do not book a card reading. Instead, contact a dedicated support service such as Alcoholics Anonymous.
- Card readings will not be used to facilitate unlawful activity, or to facilitate harm to any person, animal, or property.
- Please do not take a reading personally. For example, if a reading does not show a potential partner at that point in time, this is not a comment on you or your appearance.

#### 8.4 If you are unwell

- If you are experiencing a medical or mental health emergency, please contact your GP, Healthline (0800 611 116), emergency services (111), or, for mental health support, the free national line 1737 (call or text). Our services are not designed or intended for use in a crisis.

#### 8.5 Continuing your existing care

- If you are currently receiving medical or mental health treatment, please continue that treatment as advised by your provider. Do not stop, delay, or change any medical treatment or medication because of anything discussed or experienced during a Pixie Well session.

### 9. Limitation of Liability

- Nothing in these Terms is intended to limit or exclude any right you have under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other legislation that cannot lawfully be excluded or limited.

- Subject to that, to the maximum extent permitted by law, Pixie Well's total liability to you arising out of or in connection with any service is limited to the amount you paid for that specific appointment, and we exclude liability for indirect, consequential, or special loss.
- We are not liable for any injury, loss, or adverse reaction arising from inaccurate or incomplete health information provided by you, your failure to follow pre- or post-treatment guidance we give you, or your participation in a session while unfit to do so (for example, under the influence of alcohol or drugs, or in an unsafe environment during a distance session).

#### **10. Right to Refuse or Terminate Service**

- Pixie Well reserves the right to decline a booking, decline entry, or end a session at any time, without needing to give a reason, including where a client's behaviour is deemed inappropriate, unsafe, or offensive. No refund will be given where a session is ended for this reason.

#### **11. Minors**

- Clients under 18 years of age must have the consent of a parent or legal guardian to book or receive any service, and, for in-person services, must be accompanied by a parent or guardian for the appointment unless we agree otherwise in advance.

#### **12. Confidentiality and Privacy**

- Personal and health information you share with us is treated as confidential and is collected, held, and used in accordance with the Privacy Act 2020. We use your information only to provide our services, manage bookings, and communicate with you, and we will not share it with third parties except as required to deliver a service you have requested, or as required by law. You may ask to see or correct the personal information we hold about you at any time by contacting us.

#### **13. Force Majeure**

- We are not liable for any failure or delay in providing a service where this is caused by circumstances beyond our reasonable control, including illness, adverse weather, power or internet outages, or other events of a similar nature.
- Where this affects your appointment, we will work with you to reschedule or, where appropriate, provide a refund.

#### **14. Changes to These Terms**

- We may update these Terms from time to time. The version published on our website at the time of your booking applies to that booking. Continuing to use our services after an update constitutes acceptance of the revised Terms.

#### **15. Governing Law**

- These Terms are governed by the laws of New Zealand, and any dispute will be subject to the non-exclusive jurisdiction of the New Zealand courts.

#### **16. Company Information**

Pixie Well is operated by Pixie Well Limited, a company registered in New Zealand under the Companies Act 1993.

- Company number: 7125635
- NZBN: 9429047132702
- Sole director: Elaine Nicola Booker

#### **17. Contact Us**

If you have any questions about these Terms, or about a booking, please contact us:

- Email: [pixiewellnz@gmail.com](mailto:pixiewellnz@gmail.com)
- Phone/text: 021 0261 0978
- Address: 11 Albany Street, Gore, Southland, New Zealand