

# Terms & Conditions

## **Terms and conditions of business for non-surgical procedures**

These Terms and Conditions of Business apply to the supply of services by Esrash Limited, trading as eSKIN Health Centre of 49 Sherborne Street, Birmingham, B16 8FN. In the event of any inconsistency between these Terms and Conditions and the contents of other literature provided by eSKIN Health Centre to the patient (“you”), these Terms and Conditions shall prevail.

### 1. eSKIN Health Centre’s obligations

In providing a treatment to you, eSKIN Health Centre shall:

Ensure that the treatment is carried out by an appropriately trained practitioner.

Satisfy itself that the Practitioner holds the necessary qualifications and registrations required for him/her to practise.

Provide/arrange suitable facilities for the provision of treatment.

Provide you with such information as you may reasonably require enabling you to understand the nature of the treatment being offered and to decide whether or not to undergo a treatment. As part of this process, we will assess whether a treatment is suitable for you and likely to be successful.

Endeavour to ensure that your appointment for treatment or consultation occurs on time. Should this not be the case or should there be a need to postpone a treatment, eSKIN Health Centre will make every effort to contact you in advance.

Advise you, prior to any treatment appointment, of any preparation required on your part before that treatment takes place.

### 2. Your obligations

You shall advise eSKIN Health Centre of all relevant medical details prior to each treatment. eSKIN Health Centre will not be held liable for any damage that occurs as a result of your failure to disclose such information.

You shall comply with all instructions and recommendations given to you in respect of preparation and care of the treated areas both before and after treatment takes place.

You shall consider that wearing any type of concealers or foundations during your treatment course, will affect your end results.

eSKIN Health Centre will not take responsibility for the loss or damage of personal goods.

All children must be accompanied by a parent, carer or guardian within the time of being present in the clinic. eSKIN Health Centre shall not be responsible for any harm caused during the period of children being on site.

### 3. Appointments and cancellations

If you are unable to attend an appointment, please contact us immediately giving at least 48 hours notice prior to your appointment time.

Failure to give 48 hours notice will result in the loss of that treatment should it have been fully paid for as part of package or single treatment or the loss of any deposit paid.

Please note that for laser treatments we may be unable to carry out your treatment if you are sun tanned. If you had recent sun exposure, please contact your clinic at least 48 hours in advance for advice. If we cannot carry out your treatment safely on the day it will result in the loss of that treatment.

Please arrive at your appointment at least 15 minutes in advance so that any necessary paperwork may be completed.

Late arrival time may result in reduced treatment time or the loss of an appointment.

We ask that any children under the age of 16 are not left without an adult to chaperone them whilst your treatment or consultation takes place. Failure to bring an adult chaperone with a child under the age of 16 could lead to the forfeiture of an appointment, treatment or deposit.

#### 4 . Deposits and payments

To secure an appointment for a treatment a deposit is required.

Deposits are not required to secure appointments in respect of initial laser consultations.

Deposits can be used for payment towards any treatment. The deposit will count towards the full cost of the treatment and the outstanding balance must be paid before treatment commences.

Any deposits not used within 12 months after the date of payment will be forfeited.

All single treatments purchased should be used within 12 months of the date of purchase. The date of purchase being the date of the initial deposit.

Refunds will only be given for medical reasons.

Refunds will only be made to the original payment card or via the original payment method.

Products are non-refundable once opened.

Refunds will be made within 28 days of request.

Refund policy must be signed to issue a refund.

For female clients that fall pregnant during a course of treatment please note we will be unable to commence with any treatment. Any remaining treatments will be put on hold and may be continued a minimum of 3 months post pregnancy and a minimum of 3 months post nursing.

Value packs are only refundable for medical reasons. Any refund agreed is calculated by deducting the full list price of all treatments already taken, plus any charged for non-attendance, from the total price of the course of treatment, with the difference returned to you.

If for any medical reason you are advised not to continue with your course of treatments, please obtain a medical report from your doctor. If you have used any sessions, then this will be deducted from your refund value as a pay as you go cost.

I understand that eSKIN Health Centre cannot be held responsible for any unknown side effects which may occur as a result of having any treatments.

#### 5. Payment for courses of treatments

All treatments purchased as a course (involving several treatment dates) must be paid for in full when booking the first treatment of that course.

All courses of treatments must be used within 12 months of the initial purchase.

The date of purchase is the date of the initial deposit. Where there is a stated clinical need to deliver a package over a longer period than 12 months, the package must be delivered within 24 months.

Payments for courses are only refundable for medical reasons. Any refund will be calculated by deducting the value of the number of treatments used multiplied by the price for a single treatment from the amount paid. Non-attended appointments not cancelled within terms will count as a treatment used.

#### 6. Our liability

eSKIN Health Centre will not be liable for any damage resulting from your failure to disclose all relevant medical details.

eSKIN Health Centre will not be liable in contract, tort or otherwise for any economic loss (including without limitation, loss of profit) or for any other special, indirect or consequential loss or damage arising out of, or in connection with, its provision of any goods and/or services to you.

#### 7. Complaints

eSKIN Health Centre aims to provide the best possible service and care to you when delivering a consultation or treatment. In the event that you are unhappy with any aspect of the service provided, you should speak to the appropriate clinic manager or their designated deputy as soon as possible.

#### 8. Confidentiality and data protection

eSKIN Health Centre processes data relating to Clients in connection with the Procedure provided to those Clients in accordance with these Terms and Conditions.

eSKIN Health Centre wishes to disclose data relating to Clients to Clinicians and Technicians during the Procedure and the Clients' consent to such disclosure is considered essential to the Procedure. The Client is deemed to consent to the disclosure of sensitive personal data by eSKIN Health Centre to Clinicians and Technicians for the purposes of discussing the Client's Procedure.

The Client acknowledges that eSKIN Health Centre is obtaining this consent for itself in order that they may comply with the provisions of the Data Protection Act 2018. Other than these disclosures or as required by a court of competent jurisdiction, eSKIN Health Centre will not disclose Clients' sensitive personal data to third parties.

9. No variation

There can be no variation or exceptions to these Terms and Conditions unless agreed in writing and countersigned by the Clinic Director of eSKIN Health Centre.

10. Legal jurisdiction

These Terms and Conditions and the serviced provided by eSKIN Health Centre and representatives shall be governed by the laws of England and Wales, whose courts shall have exclusive jurisdiction.

11. Photography

The client acknowledges that eSKIN Health Centre will take before and after photographs of the area to be treated (for example, pictures of scalp for hair regrowth).

The photos shall be saved and recorded on out electronic system along with the client details in order to evidence the effectiveness of the treatment administered.

\*Please note there is no guarantee results will become apparent after the set number of treatments prescribed per client. Individual results may vary based upon skin concern, colour, and prolonged exposure.