
POSITIVE SKIN TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision to customers of any Services (as “Services” is defined in Clause 1 below) by the Skin Centre, namely Positive Skin (previously trading as Kay Cooper Skin Centre) [of Suite 1 Westfield Court, Third Avenue, Westfield Trading Estate, Midsomer Norton, BA3 4XD]; and
- B. where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ Business ”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“ Consumer ”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Skin Centre who receives Services for the customer’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“ Regulations ”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“ Skin Centre/We/Us/Our ”	means Positive Skin whose place of business and contact address is [the same address as above] and includes all employees and agents of the Skin Centre;
“ Services ”	means any and all of the treatments, facilities, services, products and other goods and materials which we provide/use; and
“ You/Your ”	means an individual who is a customer of the Skin Centre.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and

1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

1.4 Words signifying the singular number shall include the plural and vice versa; and

1.5 References to any gender shall include the other gender.

2. Appointments

- 2.1 The Services which We offer are only available by appointment. You may book an appointment by email, Online at positiveskin.co.uk, or by phone;
- 2.2 Your request for a booking for an appointment will be an offer, but whether We accept any booking will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request for a particular appointment, will there be a binding contract between You and Us. If You wish to make a booking for two or more appointments by means a single booking and in Our discretion We accept that booking, Our contract with You will be for all of the appointments concerned;
- 2.3 When You book an appointment, We may require You to pay Us a deposit some or all of which We will be entitled to keep as set out in sub-Clause 2.7 below if You later cancel the appointment without giving Us prior notice of at least 48 hours. Booking fee shall be equal to [no more than] 50% of the price of the Services required;
- 2.4 We will not reserve or guarantee any particular date and/or time which You request for any Services unless You book an appointment for that time/date;
- 2.5 If You know You are going to be late for an appointment, You should contact Us to tell Us. If You arrive later than 10 minutes after an appointment time, We will try to provide the Services You have booked but if We decide that We cannot, the appointment will be treated as cancelled without notice by You and, if We then decide to make a charge for that appointment cancelled without notice, sub-Clause 2.7 below will apply;
- 2.6 You may cancel an appointment without charge if You give Us at least 48 hours prior notice of the cancellation, and if You do so We will refund to You any sum (including, but not limited to any deposit) You paid in advance;
- 2.7 If You do not give Us at least 48 Hours prior notice of cancellation of an appointment, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but not more than 100% of the full price of the appointment. We will be entitled to deduct that charge from any sum (including, but not limited to any Booking fee) You paid in advance, and We shall refund the balance to You;
- 2.8 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel an appointment without giving Us at least 48 Hours prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 2.5 and 2.7;
- 2.9 We may cancel an appointment booked by You at any time before the time and date of that appointment in the following circumstances:
 - 2.9.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or
 - 2.9.2 An event outside of Our reasonable control continues for more than 1 Hour; or
 - 2.9.3 We find that you are not a “Consumer” (as defined in Clause 1 above);If We cancel an appointment in such circumstances We will refund to You in full any Booking fee or other advance payment that You have made to Us for that appointment;

- 2.10 We will use all reasonable endeavours to start the Services at the appointment time which You have booked, but the start may be delayed by overrun of a previous appointment or by other circumstances. If a delay to the start is at least 30 Minutes, or, if at any time before or after You arrive for an appointment We notify You that there will be a delay of at least that time, You may cancel the appointment and We will refund to You in full any deposit or other advance payment that You have made to Us for that appointment; and
- 2.11 Where the contract We make with You is not made on Our premises, the Regulations give You the rights set out in this sub-Clause 2.11, and they will be in addition to the rights given to You by the above provisions of this Clause 2. You may for any reason cancel a booking during the 14 day period after We accept that booking, but if the booking includes any appointment(s) on a date which is before the end of that period, and if You have expressly requested Us to provide any Services at that or those appointment(s) and We do so, You may not cancel that or those requested appointment(s) and You must pay for them in accordance with Clause 3, and You may only cancel any other appointment(s) covered by that booking. If You request that Your booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-clause 2.11, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the appointment(s) covered by that booking that You have attended.

3. Fees and Payment

- 3.1 You must pay in accordance with Our Price List for all Services on completion of those that We have fully and correctly provided to You;
- 3.2 You may pay Us for Services (and for any Booking fee or other advance payment on account of that payment) using any of the following methods:
- 3.2.1 Credit/Debit Card;
 - 3.2.2 Cash;
 - 3.2.3 Bank Transfer; or
 - 3.2.4 Gift Voucher;
- 3.3 We may alter Our prices without prior notice, but if the price of any Services increases between the time when You book an appointment and the date of the appointment, the price increase will not apply to Your appointment for those Services on that date; and
- 3.4 All prices of Services shown in the Price List are inclusive of VAT.

4. Eligibility for Treatment

- 4.1 You confirm that, in connection with your request(s) to receive any Services from Us, You are and will be a "Consumer" as defined in Clause 1 above;
- 4.2 We will not provide certain treatments to You unless You are aged 18 or over. We may require evidence of Your age for that purpose;
- 4.3 If You have a medical condition, certain treatments may be unsuitable for You. We advise You to tell Us of any medical condition or on-going medical treatment when You book an appointment. If You do not tell Us at that time We will be entitled not to provide a treatment (or part of it) and to treat the appointment (or the affected part of it) as cancelled by You without notice, in

which case We may make a charge to You for the cancelled appointment (or part of it) as set out in sub-Clause 2.6 above;

- 4.4 If You suffer from any allergy or a skin condition,, We may require You to take a patch test before We provide certain treatments; and
- 4.5 We advise You not to have any waxing and/or facial treatments immediately before or after heat treatments or exercise.

5. Skin Centre Rules

We do not permit You to:

- [5.1] smoke or make or receive mobile phone calls at the Skin Centre's premises; or
- [5.2] be accompanied at the Skin Centre's premises by any children under the age of 14 as We do not have an appropriate member of staff to supervise them.]

6. Gift Vouchers

- 6.1 Gift vouchers are available from Online at positiveskin.co.uk;
- 6.2 Gift vouchers are available in multiples of £5;
- 6.3 Gift vouchers are valid either for the period specified on the gift voucher; and
- 6.4 Gift vouchers may be redeemed only for treatments or products which We provide at the Skin Centre and may not be redeemed partly or wholly for cash.

7. Recommend A Friend Card

- 7.1 Cards are for existing clients to give to a friend who has not been treated in the skin Centre before.
- 7.2 The new client with the card is entitled to 10% off their first treatment and the existing client is entitled to 20% off the next treatment they have after their friend had their first treatment.

8. Competition – Monthly Prize

- 8.1 The draw will be on the last weekend of every month;
- 8.2 Unsubscribing to emails will automatically remove you from the draw;
- 8.3 Facial choice is Acti-Labs Prescription Facial, Alumier MD Peel or Skinbase Microdermabrasion. (Skinpen facial is excluded).
- 8.4 Facial must be taken within 8 Weeks of the Prize draw date.
- 8.5 Facial cannot be exchanged for any other treatment or redeemed for Cash value.
- 8.6 Prize must be taken by the prize winner and cannot be given to any other person.

9. Limitation of Liability

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our

contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;

- 9.2 We provide or sell all Services to You only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 9.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation;
- 9.4 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
 - 9.4.1 the Consumer Rights Act 2015;
 - 9.4.2 the Regulations;
 - 9.4.3 the Consumer Protection Act 1987; or
 - 9.4.4 any other consumer protection legislationas that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

10. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

11. How We Use Your Personal Information (Data Protection)

All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice [available from <https://www.positiveskin.co.uk/privacy-policy>]

12. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

13. Information

As required by the Regulations:

- 11.1 all of the information described in Clause 10; and
- 11.2 any other information which We give to You about any Services or the Salon which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer

14. Complaints

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about the Skin Centre or any of Our staff, please raise the matter with Kay Cooper who can be contacted at the Kay Cooper Skin Centre.

15. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

16. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

17. Law and Jurisdiction

- 17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

<https://www.positiveskin.co.uk/terms-and-conditions/>