



# **TERMS OF SERVICE**

**Effective Date:** 13/03/2024

**Company Information:** TGC Medical Ltd (Company No. 15559280), trading as **The Gorgeous Clinic**, is a company registered in England and Wales (registered office at 124 City Road, London, EC1V 2NX). The Gorgeous Clinic is a brand of **Fylde Aesthetics** operating exclusively in the United Kingdom. Throughout these Terms of Service (“Terms”), “**The Gorgeous Clinic**”, “**the Clinic**”, “**we**”, “**us**”, or “**our**” refers to TGC Medical Ltd, and “**Client**”, “**you**”, or “**your**” refers to the person receiving services. By booking an appointment, signing our consent form, or receiving any treatment at The Gorgeous Clinic, you agree to be bound by these Terms. If you do not agree, you must refrain from using our services. These Terms are intended to be compliant with UK law, EU law where applicable, the General Data Protection Regulation (GDPR), and relevant medical aesthetics industry regulations. They are designed to protect both the client and the Clinic and to ensure a professional, safe experience for all parties. We reserve the right to update or modify these Terms from time to time. The current version will be available on our website and will apply to all future services once published.

## **1. General Terms & Scope**

**1.1 Services Provided:** The Gorgeous Clinic offers non-surgical cosmetic and medical aesthetic services, including but not limited to: **Botox** (botulinum toxin injections), **dermal fillers**, **chemical peels**, **medicated weight loss treatments**, **thread lifts**, **non-surgical facelifts**, **fat-dissolving injections**, **facials**, and other related aesthetic procedures. All treatments are provided by appropriately qualified and, where applicable, licensed practitioners in accordance with prevailing professional standards and medical guidelines. Services are provided in-clinic within the UK only; we do not offer treatments outside the United Kingdom. These Terms apply to all services and treatments provided by The Gorgeous Clinic, as well as to your use of our website and booking system in relation to those services.

**1.2 Client Eligibility:** By booking or receiving any treatment, you represent and warrant that you are at least 18 years of age. **Clients must be 18 or older** – it is a legal requirement in the UK that persons under 18 cannot receive cosmetic botulinum toxin injections or filler treatments for aesthetic purposes. The Clinic will **require valid photo identification** if there is any doubt regarding age. If you are unable to provide proof of age when requested, or if you are under 18, the Clinic will refuse treatment, and any booking fee paid for that appointment will be forfeited. Additionally, you must be legally capable of entering into a contract and providing informed consent for the chosen procedures. Services will not be

provided to individuals who are legally incompetent to consent or who are under the influence of drugs or alcohol at the time of treatment. We reserve the right to refuse treatment or service to anyone who does not meet these eligibility requirements.

**1.3 No Medical Advice on Website:** Any information provided by The Gorgeous Clinic via our website, social media, or communications is for general informational purposes only. While our practitioners may discuss treatment options and expected outcomes with you, such information should not be construed as guaranteed results or medical advice specific to your personal health without a full in-person consultation. Final decisions on treatment will be made after assessing you in person, reviewing your medical history, and obtaining your informed consent (see Section 4). You acknowledge that cosmetic procedures are elective and results can vary between individuals.

**1.4 Professional Standards:** The Gorgeous Clinic is committed to operating in compliance with all applicable laws and regulations in the medical aesthetics industry. We adhere to relevant guidelines set by UK regulatory bodies and professional associations for cosmetic treatments. Our practitioners maintain appropriate licenses, certifications, and insurance coverage for the services they provide. The Clinic follows rigorous health and safety protocols for infection control, use of medical devices or prescription products (e.g. medicines regulated by the MHRA), and overall client care. Nothing in these Terms limits our duty to you to provide services with reasonable care and skill as required by law. However, these Terms do clarify expectations and limitations to ensure transparency in our services.

## 2. Bookings & Payments

**2.1 Appointment Booking Fee:** To secure an appointment for any treatment or consultation at The Gorgeous Clinic, clients are required to pay a **non-refundable booking fee**. This booking fee is **£50 per hour of reserved appointment time**, rounded up to the next whole hour. For example, a 30-minute or 1-hour appointment requires a £50 fee, a 1.5-hour appointment requires a £100 fee (as it is rounded up to 2 hours), a 2-hour appointment £100, a 2.5-hour appointment £150 (rounded up to 3 hours), and so on. The exact required booking fee will be confirmed at the time of scheduling based on the anticipated length of your appointment. **This booking fee is not a deposit** toward the treatment cost; it is a charge for reserving the clinician's time slot. It is retained by the Clinic to cover the time and resources allocated for your appointment. An appointment is not confirmed until the required booking fee has been paid in full. If we do not receive the booking fee by the communicated deadline (or at the time of booking if immediate payment is required), we may not hold the appointment slot and it may be given to another client.

**2.2 Higher Booking Fees for Certain Treatments:** Certain extensive or specialized treatments require a larger upfront commitment due to the significant time and resources they involve. For **specific procedures such as thread lifts, PLLA, non-surgical facelifts**, or other high-value treatments as notified by the Clinic, a **50% or higher booking fee** (half of the full treatment price or more) is required to secure the appointment. The Clinic will inform you at the time of booking if your requested treatment falls under this category. This 50% or higher booking fee is likewise non-refundable. In most cases, the 50% or higher booking fee for these extensive treatments will be applied toward your total treatment cost on the day of service (meaning you would pay the remaining 50% at your appointment). However, if you cancel or fail to attend per the cancellation policy (Section 3), you will lose this fee. By paying the booking fee, you agree to these terms.

**2.3 Payment of Balance:** All treatment fees must be paid in full on the day of your appointment, **prior to the treatment being administered**. We accept various forms of payment for the balance, including cash and major credit/debit cards. **Klarna** is accepted as a payment method for treatment balances, allowing you to finance or pay in instalments through Klarna's service. If you choose to pay via Klarna, you will be subject to Klarna's own terms and approval process. **Please note:** The Gorgeous Clinic **does not offer any in-house financing, credit arrangements, or instalment plans** beyond accepting third-party services like Klarna. We are not a lender and we do not provide treatment on credit directly. Any financing agreement you enter via Klarna (or similar services) is solely between you and that third-party provider. The Clinic bears no responsibility for any interest, fees, credit checks, or decisions made by such third-party payment providers. If your payment (or financing application) is not approved or does not go through by the time of your appointment, we reserve the right to delay or cancel treatment until full payment is secured.

**2.4 Pricing and Accuracy:** The prices for treatments and services will be communicated to you in advance (through our website, consultation, or at booking). All prices are in UK Pounds Sterling and include any applicable VAT unless stated otherwise. We strive to ensure that all pricing information is accurate; however, in the event of an obvious error in pricing, we reserve the right to correct it and will inform you as soon as possible. If a pricing error is corrected prior to your treatment and you do not wish to proceed at the correct price, you will have the option to cancel (with a refund of any booking fee in that specific circumstance of our pricing mistake). Treatment costs typically do **not** include the booking fee (as noted in 2.1). Any additional charges for take-home products or aftercare items will be agreed upon separately.

**2.5 Late Arrival and Missed Appointments:** Please plan to arrive on time for your appointment. If you are running late, contact us as soon as possible. We will do our best to accommodate late arrivals, but if you arrive more than a few minutes past your scheduled time, we may not be able to provide the service in full without impacting other clients. In such cases, the Clinic reserves the right to treat the late arrival as a **short-notice cancellation or no-show**. This means your session may be shortened or rescheduled, and **your booking fee may be forfeited** as if you had cancelled (see Section 3 below). Repeated lateness may also be treated as a pattern of cancellations under Section 3. It is the client's responsibility to allow sufficient time for travel, parking, and check-in procedures. We appreciate your understanding that our schedule is designed to respect every client's time.

### 3. Cancellations, Rescheduling & Refunds for Booking Fees

**3.1 Cancellation and Rescheduling Policy:** We understand that plans can change. You may **reschedule or cancel your appointment without additional charge up to 48 hours before** the scheduled start time. If you wish to change or cancel an appointment, you must notify the Clinic **at least 2 full days (48 hours) in advance** by phone, email, or through our booking system (as applicable). If you provide at least 48 hours' notice, you will not be charged any cancellation fee beyond the non-refundable booking fee you have already paid. In the case of a reschedule with adequate notice, we will transfer your existing booking fee to hold the new appointment time once agreed. (Note: We allow **one** reschedule per booking fee. If you need to reschedule a second time for the same booking, it may be treated as a cancellation of the original appointment and require a new booking fee to secure a future slot, at the Clinic's discretion.)

**3.2 Late Cancellations and No-Shows:** If you **cancel with less than 48 hours' notice, or fail to attend your appointment (no-show)**, you will **lose your booking fee** for that appointment. Late cancellations and no-shows cause significant disruption and make it difficult to fill the vacant slot on short notice. The non-refundable booking fee compensates the Clinic and practitioner for the time reserved and preparation work (including any medical products prepared or ordered) that cannot be recovered. You will need to pay a new booking fee if you wish to book another appointment after a late cancellation or no-show. In cases of genuine emergency or illness that prevents you from giving 48 hours' notice, please inform us as soon as possible. We may, at our sole discretion, decide to transfer your fee to a new booking if we deem the circumstances warrant an exception (for example, a serious illness with proof such as a doctor's note). However, outside of extraordinary circumstances acknowledged by the Clinic, late cancellations and no-shows will result in forfeiture of any fees paid.

**3.3 Multiple Cancellations or Rescheduling:** While we aim to be accommodating, repeated cancellations or rescheduling — even with notice — may indicate that we are unable to meet your scheduling needs. **If a client repeatedly cancels or reschedules appointments**, whether with proper notice or not, the Clinic reserves the right to decline future bookings from that client or to require a higher booking fee (such as full or larger partial prepayment of the treatment cost) before accepting another appointment. This policy is in place to prevent chronic disruption and to ensure appointment availability for other clients. We will communicate with you if we observe a pattern of rescheduling and discuss any necessary adjustments or decisions. Consistently cancelling appointments may result in termination of the service relationship, in which case no further appointments will be offered. Any pre-paid amounts for future services in such a scenario will be handled in accordance with our refund policy and at our discretion.

**3.4 Clinic Cancellations:** In the rare event that **The Gorgeous Clinic must cancel or reschedule your appointment** (for example, due to practitioner illness, emergency, equipment failure, or other unforeseen circumstance on our side), we will make every effort to give you as much advance notice as possible. You will be offered alternative appointment times. If we cannot accommodate a new suitable date or if you choose to cancel the appointment altogether due to our cancellation, we will refund any booking fee or prepayment you have made for that appointment in full. The Clinic will not be liable for any other costs or losses you incur due to our cancellation (such as travel or accommodation), but we will act in good faith to remedy the situation by rescheduling or refunding your booking fee. Section 5 (Liability) provides more information on the limits of our liability in such cases.

**3.5 No Refunds for Completed Services:** **Once a treatment or service has been completed, the Clinic does not offer refunds** for that service. Aesthetic outcomes can vary widely between individuals due to differences in biology, aftercare, lifestyle, and other factors; therefore, **results are not guaranteed**. By proceeding with a treatment, you acknowledge that you have been informed of the possible results, risks, and variability (see Section 4.3 and Section 5), and you accept that subjective dissatisfaction (e.g. you don't achieve a personally desired outcome or you change your mind after the fact) is not grounds for a refund. Our practitioners will perform treatments with due care, skill, and in accordance with accepted practices, and we will make efforts to achieve the best possible result for you. If you experience an outcome issue, complication, or are unhappy with the results, we encourage you to attend any offered follow-up appointment so that we can assess and, if feasible, provide a remedy or adjustment. Minor top-up treatments or corrections may be

offered at our discretion (often within a limited time-frame as part of aftercare), but this does not constitute an entitlement to a refund. Refunds are provided **only if required by law** (for example, in the unlikely event of gross negligence or breach of contract on our part leading to a completely unsatisfactory or unperformed service, in which case remedies will be handled in line with consumer law). Nothing in these Terms seeks to limit your statutory rights; however, to the fullest extent permitted by law, we exclude refunds in cases where treatments were provided correctly and in good faith as described.

**3.6 Packages and Pre-Paid Treatment Courses:** From time to time, The Gorgeous Clinic may offer treatment **packages or courses** (for example, a bundle of multiple sessions or combination treatments sold at a special package price). **No refunds will be given on packages** once purchased, especially if the package has commenced or any part of it has been used. Packages often come with discounted pricing and involve the Clinic allocating or purchasing medical products specifically for the course of your treatments. By purchasing a package, you commit to undergoing the treatments in that package; changing your mind part-way through does not entitle you to a refund for unused portions. However, the Clinic may allow **flexibility in exchanging treatments within a package:** At the **clinician's discretion**, you may be permitted to **substitute one treatment in a package for an alternative treatment of equal or lesser value**. For instance, if a package includes a peel that you no longer wish to have, you might exchange it for a facial of equivalent cost or lower. Such exchanges must be discussed and approved by your treating clinician in advance, ensuring the substitute treatment is medically appropriate for you. If the exchange is for a treatment of lesser value, no monetary credit or refund of the difference will be given. Exchanges for higher-value treatments will typically not be allowed as part of a downgrade, but you could opt to pay the difference if the clinician agrees to an upgrade. All package treatments should ideally be used within any timeframe specified at purchase (if applicable); unused treatments after such a period may be forfeited. Package transfers to other individuals are **not permitted** without the Clinic's explicit consent and would require the new client to also complete our medical and consent process.

**3.7 Refunds on Products:** *(If Applicable)* If you purchase any retail skincare or aftercare products from the Clinic, separate refund and return policies apply to those goods (generally, we do not refund opened or used products unless they are defective). Please refer to any product sale terms or ask a staff member for details.

## 4. Consent & Medical Requirements

**4.1 Medical History and Disclosure:** **Prior to any treatment**, you will be required to complete a comprehensive **medical questionnaire/health assessment** and provide information on your medical history, current medications or supplements, allergies, past procedures, and any relevant health conditions. It is **essential that you disclose all information truthfully and fully**. This information enables our clinicians to evaluate whether a treatment is safe and suitable for you. **You are responsible for providing accurate and up-to-date medical information**. If your health status or medications change at any time (before a scheduled appointment or between sessions in a package), you must inform us as soon as possible. The Gorgeous Clinic will rely on the information you provide; we cannot be held liable for any harm or complications that arise due to your withholding or misrepresenting medical information (see Section 5.2). All medical data you provide will be handled confidentially and in accordance with privacy laws (see Section 7 on Data Protection).

**4.2 Informed Consent Process:** Before any procedure or treatment is performed, you will be asked to **review and sign a detailed consent form** specific to that treatment. The consent form will outline the nature of the procedure, the **intended benefits, potential risks and side effects**, the expected healing process and aftercare requirements, and any alternative treatment options or consequences of not proceeding. You will have the opportunity – and are encouraged – to ask the practitioner any questions about the treatment or the consent form’s contents. By signing the consent form, you **acknowledge and agree** that you understand the information provided, that all your questions have been answered to your satisfaction, and that you voluntarily consent to proceed. You also confirm that you understand **results are not guaranteed** and that you have been informed about what results are generally expected versus what cannot be promised. **If you do not sign the consent form or if you indicate uncertainty, the treatment will not go ahead.** Consent must be obtained **prior** to each new treatment (or series of treatments) – we will not rely on a past consent for a different procedure.

**4.3 Acknowledgment of Risks and Variability:** By consenting to a procedure, you acknowledge that you have been made aware of the **inherent risks** and possible side effects or complications. These may include, but are not limited to: swelling, bruising, redness, soreness, infection, allergic reactions, scarring, nerve damage, unsatisfactory aesthetic outcome, or the need for additional treatment or medical care. You understand that while our practitioners will take all appropriate precautions to minimize risks, **no cosmetic medical procedure is 100% risk-free.** You also acknowledge that the **healing process and results can vary** greatly from person to person. Factors such as individual anatomy, lifestyle (e.g. smoking, sun exposure), and aftercare compliance can influence outcomes. As such, you agree that **no specific result is guaranteed.** Photographs of previous clients or reference images are for illustrative purposes only and do not promise that you will achieve the same outcome. We aim for high client satisfaction and will do our best to achieve a result as close as possible to your goals, but there is always a possibility of subtle asymmetry, differences in outcome, or the need for touch-ups, which you accept as part of the treatment process.

**4.4 Refusal of Treatment & Client Suitability:** The Gorgeous Clinic **reserves the right to refuse or defer treatment** if our medical professionals determine that a procedure is not appropriate or safe for you. This determination may occur before a procedure begins (such as during consultation or after reviewing your medical questionnaire) or, in some cases, even on the day of treatment if new information comes to light or if you are observed to have a condition that contraindicates treatment (for example, signs of skin infection at the treatment site, pregnancy or breastfeeding status that was not previously disclosed, etc.). We may also refuse treatment if we believe the treatment is **unlikely to be successful or meet your expectations**, or if your expectations are unrealistic or not aligned with what the procedure can achieve. In such cases, the practitioner will explain the reasoning to you and may suggest alternative options if appropriate (which could include alternative treatments, referring you to another specialist, or advising no treatment). Additionally, if a client displays signs of medical or psychological conditions that make providing treatment unethical or high-risk (for instance, body dysmorphic disorder signs, or if the client is in a vulnerable state), we reserve the right to require further evaluation or to decline treatment in the client’s best interest. If we refuse treatment on the basis of clinical unsuitability or client safety, any booking fee or pre-payment **may be retained** as a consultation fee to cover the time and resources spent (since our professionals’ time was dedicated to assessing you). We do **not offer free consultations** in such instances, as the booking fee covers the assessment. If,

however, we cancel the treatment for reasons unrelated to your suitability (e.g. an issue on our end), Section 3.4 would apply regarding refunds of booking fees.

**4.5 Client Cooperation and Instructions:** You agree to **comply with all pre-treatment and post-treatment instructions** provided by the Clinic or your practitioner. This includes (but is not limited to) guidelines such as avoiding certain medications or alcohol before treatment, arriving with or without makeup as instructed, following specific skincare routines, and adhering to aftercare directions like keeping the area clean, avoiding sun or exercise for a period, taking prescribed medications, attending follow-up appointments, etc. These instructions are vital for your safety and for achieving the best possible results. If you **fail to follow pre-treatment instructions**, the Clinic reserves the right to cancel or postpone your procedure for safety reasons; in such case, your booking fee may be forfeited as if it were a late cancellation (because a time slot was held but the treatment could not proceed due to non-compliance). If you **neglect post-treatment care instructions**, you assume responsibility for any resulting complications or diminished results. While we will still assist you in managing any issues, the Clinic **will not be liable for problems caused or exacerbated by your failure to follow proper care guidelines** (per Section 5.2). We expect open communication: if you are unsure about any instruction or you accidentally deviate from the advised aftercare, please contact us so we can guide you.

**4.6 Photographic Records:** You understand that as part of medical documentation and treatment planning, the Clinic may request to take **clinical photographs** of the area being treated, both **before and after** the procedure. These photos are important for monitoring treatment progress, assessing results, and for medicolegal documentation. Any such photographs will be taken with your knowledge and will form part of your confidential medical record. They will be stored securely and treated as personal data under our Privacy Policy (see Section 7). These images **will not be shared or published** by the Clinic without your explicit consent. (If we ever wish to use any of your photos for marketing or educational purposes, we will obtain a separate consent from you. You are under no obligation to agree to such use.) By accepting these Terms and undergoing treatment, you consent to the taking of necessary medical photographs for your file. If you have concerns about this, please discuss with your practitioner.

## 5. Liability & Disclaimers

**5.1 Quality of Service Commitment:** The Gorgeous Clinic is committed to providing services with reasonable care and skill. We will perform treatments in accordance with the standards expected of the medical aesthetics industry and in compliance with all relevant regulations. However, by the very nature of our services, **outcomes can vary and are not guaranteed** (as noted in Section 4.3). The following disclaimers and liability limitations outline the extent of our responsibility to you in various scenarios. **Nothing in these Terms is intended to exclude or limit any liability that cannot be lawfully excluded**, such as liability for death or personal injury resulting from our negligence, or other liabilities which by law cannot be limited or excluded. Subject to that, our liability to you is limited as described below.

**5.2 No Guarantee of Results & Subjective Satisfaction:** **The Clinic does not guarantee specific results** from any treatment. While we strive to achieve the agreed-upon aesthetic goals, each individual's outcome will be influenced by unique factors. Any information about likely results (whether through consultations, brochures, or before/after photos of other clients) serves as a general guide **only**. Differences in anatomy, skin condition, lifestyle, and

healing mean results will differ person to person. By undergoing treatment, you accept that **dissatisfaction with the results (in the absence of negligence or error by the practitioner) will not entitle you to a refund or compensation.** We will of course listen to your concerns and do our best to address them (for example, through a touch-up if appropriate and agreed), but **subjective dissatisfaction is not considered a breach of contract by the Clinic** if the treatment was administered properly and with due care. Furthermore, any need for additional treatment to achieve desired results (such as additional filler, extra sessions, or corrective procedures) will incur additional charges; they are not covered for free unless explicitly stated as part of a package or promotion.

**5.3 Client's Responsibility for Aftercare and Outcomes:** Once a treatment is completed, **the client is responsible for adhering to the advised aftercare and for monitoring their own healing process.** The Clinic provides written and/or verbal post-treatment care instructions that are evidence-based and important for recovery. If you choose not to follow these instructions or if you engage in activities that contradict our guidance (e.g. using prohibited products on the treated area, excessive sun exposure, strenuous exercise too soon, or other forms of negligence or misuse), you assume the risk for any adverse outcome. The Clinic will not be held liable for complications, infections, or suboptimal results to the extent they are caused by your failure to follow aftercare instructions or by external factors outside our control. **Healing times and cosmetic outcomes can vary widely;** some clients may experience longer healing or different effects from the same procedure. You acknowledge these variations as part of the treatment process and agree that such variations do not constitute substandard care by the Clinic. We encourage you to attend any scheduled follow-up so we can evaluate your healing, and to contact us with any concerns during recovery so we can assist promptly. If you neglect to communicate and instead seek out alternative care without giving the Clinic an opportunity to address the issue, we may not be responsible for any expenses or outcomes from that alternative course of action.

**5.4 Allergic Reactions and Unforeseen Complications:** All treatments carry some risk of **side effects or complications**, including rare, unforeseeable, or idiosyncratic reactions. The Clinic is **not responsible for allergic reactions or adverse reactions** that were not reasonably foreseeable or that occur despite proper precautions. (For example, a client might have an unknown allergy to an ingredient in a product used, or an unpredictable reaction to a medication, even after patch tests or screening – such occurrences, while rare, are beyond the Clinic's control.) We will take all standard precautions to prevent and manage reactions, such as reviewing allergies in your medical questionnaire and performing patch tests when appropriate. By undergoing treatment, you accept that there is a small inherent risk of unexpected complications (such as vascular occlusion from filler, prolonged swelling, etc.). The Clinic maintains protocols and trained staff to handle emergencies or complications should they arise, and we carry appropriate insurance coverage. If a complication does occur, we will provide or arrange the necessary medical intervention (which may involve referral to a specialist or emergency care) to address it. **You agree that the occurrence of a known risk or complication, in and of itself, does not automatically indicate negligence or wrongdoing by the Clinic.** We will support you through managing the issue, but unless it is determined that the Clinic or practitioner was negligent or did not follow proper procedure, such events will not be a basis for you to claim damages beyond the cost of remedying the issue. In any case, the Clinic's liability for complications will be limited to the extent permitted by law and typically will cover the cost of corrective treatment or refund of the service if deemed appropriate, but not additional claims (see Section 5.7 on liability limits).



**5.5 Limitation of Liability for Provided Services:** To the maximum extent permitted by law, The Gorgeous Clinic's liability for any claims arising out of the provision of services to you is **limited to the amount you paid for the service in question**. This means that, except in cases of serious fault or illegality on our part, we will not be liable for any loss or damage exceeding the cost of the treatment you received. In particular, The Gorgeous Clinic will **not be liable for:**

- **Indirect or consequential losses**, such as loss of income, loss of business, emotional distress, or other damage that is not a direct result of any breach by us.
- **Loss of chance or expectation**, such as you not achieving a certain life outcome or opportunity because a treatment result differed from your hopes.
- **Any damage or loss caused by your own actions or omissions**, including failure to disclose important information or failure to follow advice (per Sections 4.1 and 5.3).
- **Acts of third parties or events outside our control**, such as complications arising from treatments or interventions you receive from other providers, or adverse events caused by products supplied to us by third parties (note: we source products from reputable suppliers and will help address product issues, but we may not be liable beyond the remedies available from the manufacturer). This limitation is a fundamental part of the agreement between you and us, and reflects the fact that cosmetic outcomes are inherently uncertain. It does not affect any statutory rights you have, for example under consumer protection law, to receive services carried out with reasonable care and skill. If you believe you have experienced an injury or loss due to our service, you should inform us as soon as possible so we can investigate and, if appropriate, rectify the situation. Any potential claim against the Clinic must be brought in accordance with the Governing Law and jurisdiction clause in Section 9.

**5.6 Premises Safety and Personal Belongings:** We strive to maintain a safe and clean clinical environment. However, **clients enter the clinic premises at their own risk** with regard to general hazards. The Clinic is **not responsible for accidents, injuries, or incidents on the premises provided that we have exercised reasonable care and safety measures**. In other words, we expect clients to exercise due caution when on our premises, and while we will take reasonable steps to prevent accidents (such as keeping floors dry and clear, providing adequate lighting, and complying with health and safety regulations), we are not liable for injuries or accidents that occur in the absence of our negligence. For example, if you trip over your own shoelaces, or ignore safety signage, the liability is not on the Clinic. If an accident occurs due to a clear failing on our part (such as a hidden hazard we knew about and did not address), then we do not seek to exclude liability for any injury resulting from our negligence. Please promptly report to staff any spill, hazard, or incident you notice during your visit so we can take immediate action. Additionally, **the Clinic is not liable for loss or damage to personal property** you bring to our premises, unless such loss is directly caused by our staff. We recommend you keep your belongings with you at all times. We cannot be responsible for valuables left unattended in waiting areas or treatment rooms.

**5.7 No Exclusion of Mandatory Liability:** Nothing in these Terms of Service seeks to exclude or limit liability that **cannot legally be excluded or limited under UK law**. This includes (but is not limited to) liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for breach of your consumer rights that are

guaranteed by law. To the extent any term herein conflicts with a legally mandatory provision, that law shall prevail and the conflicting part of these Terms will be deemed modified or struck out, but the remainder of the Terms shall continue to apply.

**5.8 Indemnification for Third-Party Claims:** (This clause may be less relevant for consumers, but in the interest of comprehensive terms:) You agree that if your own actions (including misuse of our services or providing false information) cause the Clinic to incur liability to a third party or legal expenses (for example, if you misrepresent your medical condition and a complication arises that leads to a third-party claim against us), you will indemnify and hold harmless The Gorgeous Clinic and its staff from any resulting cost, claim, or expense, to the extent permitted by law. This means you may be responsible for reimbursing us for certain losses that were a direct result of your breach of these Terms or misconduct. This indemnity does not apply to anything caused by our own negligence or breach. (Note: This clause is aimed at very unusual situations and does not affect your right to seek remedies from us; it is intended to protect the Clinic from undue harm due to malicious or dishonest conduct.)

## 6. CCTV & On-Premises Privacy

**6.1 CCTV Monitoring:** For the security and safety of our clients, staff, and property, **Closed-Circuit Television (CCTV) cameras are in operation throughout The Gorgeous Clinic's premises.** By entering the Clinic and/or booking an appointment, you acknowledge and **consent to being recorded on CCTV.** Our CCTV system may record video (and in some cases audio in public areas) in areas including reception, waiting rooms, corridors, and treatment rooms. **Cameras are NOT installed in private areas such as bathrooms or changing areas,** and we respect all reasonable expectations of privacy. The presence of CCTV is indicated by signage at our premises in compliance with data protection requirements. The CCTV cameras operate continuously (24/7) to deter and help detect crime, ensure the safety of everyone on the premises, and assist in the training and monitoring of staff for quality purposes.

**6.2 Use of CCTV Footage: Security and Safety:** The primary use of CCTV footage is for **security purposes** – to prevent, deter, and if necessary, investigate unauthorized entry, theft, vandalism, or any threatening behaviour on clinic premises. **Health and Safety:** We may also review footage in the event of an incident (such as an accident or medical emergency) to understand what happened and improve our safety protocols. **Quality Control and Training:** On occasion, senior staff or trainers may review footage of treatment areas (where recorded) to ensure that procedures are being carried out correctly and to maintain high standards of care; any such review is done confidentially and solely for internal purposes. **Dispute Resolution:** Importantly, CCTV footage may be used to **help resolve disputes or clarify events** if there is a complaint or allegation by a client or staff member. For example, if a client claims that a certain conversation or event occurred, we may check the footage to verify facts. This can protect both the client's interests and the staff's, by providing an objective record. **False Claims:** If a client were to make a false accusation against the Clinic or its staff, the Clinic **reserves the right to use relevant CCTV footage as evidence** to refute such claims and protect our legal rights. By agreeing to these Terms, you understand that your actions and statements on premises may be captured and later referenced if needed for legal reasons.

**6.3 Privacy and Data Protection of CCTV:** CCTV recordings constitute personal data under UK data protection laws. The Gorgeous Clinic is committed to handling this data

responsibly. **Access to CCTV footage is restricted** to authorized personnel only (such as clinic management, security officers, or IT personnel responsible for the system). We will **not disclose CCTV recordings to third parties** except in a few permitted circumstances: (a) to law enforcement or regulatory authorities if a crime is suspected or if required by law (for example, a police investigation or a court order); (b) to our insurance providers or legal advisors in the event of an incident or claim; or (c) to the individuals captured in the footage, if they formally request access and if the request is justified (bearing in mind we may need to redact images of other third parties for privacy). We do **not** use CCTV footage for marketing or any unrelated purposes. We also do not use any facial recognition or automated identification on the footage; it is stored in raw form and accessed only as needed.

**6.4 Data Retention (CCTV):** You acknowledge that CCTV footage of you may be retained by the Clinic. The retention period for CCTV recordings is determined by our internal policy and security needs. In general, footage is retained for a **significant period of time (which may be indefinite)** in a secure manner so that we have the ability to review past incidents or claims. The reason we may keep footage for an extended duration is to protect the Clinic and clients in case a complaint or legal claim arises long after the visit (since some medical or legal claims might be made months or even years later). However, we will not retain footage longer than necessary for the purposes it was collected. Older footage may be periodically deleted or overwritten, except in cases where it has been extracted and preserved in relation to a specific incident, investigation, or legal matter. All storage and deletion of footage is done in compliance with GDPR principles, meaning we consider the need and proportionality of retention. If you have questions about whether footage of you may still exist, or wish to request access to CCTV data of yourself, you may contact us as described in Section 7 (we will require you to provide details and proof of identity, and even then, access will only be granted if it does not infringe on others' privacy rights and falls within legal allowances).

**6.5 Signage and Policy Access:** We have notified you here and via on-premises signs about our CCTV usage. If you wish, you may request a copy of our detailed CCTV policy (if available) or ask any questions regarding CCTV monitoring. We take privacy concerns seriously and will be transparent about our security measures within the bounds of protecting our operational security. By agreeing to these Terms and proceeding with an appointment, you affirm that you have been duly informed of our CCTV usage and have no objection to it as described. If you do object, please discuss this with us **before** attending your appointment, as we may not be able to accommodate an exception (short of not recording you, which is generally not possible in our facility aside from avoiding certain areas).

## 7. Data Protection & GDPR Compliance

**7.1 Personal Data Collection:** The Gorgeous Clinic will collect and process certain **personal data** from you as a client. This includes contact details (such as your name, address, phone number, email), demographic information (date of birth, etc.), and sensitive personal data relating to health (medical history, health conditions, photographs of treatment areas, details of treatments you receive, and notes on outcomes or follow-ups). We collect this data **directly from you** through our registration forms, medical questionnaires, consent forms, and during consultations or correspondence. In some cases, we may also collect information from third parties with your consent or where permitted by law (for example, receiving a referral or information from your GP or another healthcare provider if relevant, or obtaining details from a guardian if you were unable to provide them yourself – though note we only treat adults, so this is just a theoretical example for completeness).

**7.2 Purpose and Lawful Basis:** We process your personal data for the **sole purpose of providing you with safe and effective treatment and to manage our operations.** Key uses of your data include:

- **Treatment Provision:** Evaluating your suitability for procedures, tailoring treatments to your needs, performing the treatments, and recording what was done. (Lawful basis: this is necessary for the **contract** between us – providing the service you have requested, and for **healthcare purposes** which is a special category condition under GDPR allowing processing of health data by health professionals.)
- **Medical Compliance & Safety:** Keeping medical records as required by law or medical guidelines, monitoring for adverse reactions, and, if needed, contacting you about your post-treatment health (e.g. in case of a product recall or any follow-up care). (Lawful basis: **legal obligation** – e.g. complying with medical record-keeping rules; and **vital interests** in rare emergency cases.)
- **Bookings & Communication:** Managing appointments and schedules, sending appointment reminders or follow-up calls/messages, and corresponding with you regarding your treatments or any customer service issues. (Lawful basis: **contractual necessity** to manage the service, and **legitimate interest** in ensuring good customer service and that you attend appointments or receive important information.)
- **Billing & Administration:** Processing payments, accounting, and financial record-keeping (including your purchase history with us). (Lawful basis: **contract** and **legal obligations** for financial records, taxation, etc.)
- **Security & Dispute Resolution:** As noted in Section 6, our CCTV and any incident reports that include personal data are used for security and to resolve disputes or legal claims. (Lawful basis: **legitimate interests** in protecting our business, and **legal claims** processing under GDPR which allows handling data for establishing or defending legal rights.)
- **Marketing (Opt-in only):** *[If applicable]* With your separate consent, we may use your contact details to send you marketing communications such as newsletters, promotions, or information about new services. This will only be done if you have explicitly opted-in to such communications, and you can withdraw consent at any time. (Lawful basis: **consent** for marketing; if you are an existing customer, we might send occasional offers related to similar services under **legitimate interest** soft opt-in, but you will always have a clear opt-out option in any message.)

We will **not use your personal data for any purpose incompatible with the above.** We do not sell your data to third parties or use it for automated profiling/decision-making about you without your knowledge.

**7.3 Data Confidentiality:** All client records and personal information are treated as **strictly confidential.** Our staff (including clinicians and administrative personnel) are trained in patient confidentiality and data protection. We implement appropriate technical and organizational measures to secure your data, whether it is stored physically (e.g. in locked filing cabinets for paper records) or digitally (in encrypted databases or secure cloud storage with access controls). Only authorized staff who need access to your information to perform

their duties (for example, your treating practitioner, or the receptionist handling bookings) will be able to view and use relevant data. We also require any partners or contractors who might process data on our behalf (such as an IT provider for our booking software) to have proper safeguards and contractual data protection clauses in place.

**7.4 Data Sharing:** In general, The Gorgeous Clinic will **not share your personal data with third parties** without your consent, except in the following circumstances where it's necessary and permitted by law:

- **Healthcare Collaboration:** If as part of your care it becomes necessary to involve another healthcare provider or specialist (for example, referring you to a dermatologist or in case of an emergency, providing information to hospital staff treating you), we will share relevant medical information to ensure you receive proper care. We will endeavour to get your consent when possible, but in urgent situations we may share information under the principle of vital interest or continuity of care.
- **Legal Requirements:** If we are required by law to disclose information, such as a court order, subpoena, or a regulatory requirement (for instance, reporting an adverse reaction to a medicine to the MHRA, or providing information to a professional regulator or law enforcement if legally compelled), we will comply with such laws. We will only provide the information specifically required and will inform you unless legally restricted from doing so.
- **Business Operations:** We may share minimal necessary data with service providers that support our business operations – for example, our booking software/platform provider, payment processor, accountants, or legal advisers. In each case, we only share what is needed for them to perform their services, and they are contractually obligated to protect your data and use it only for our specified purposes. Any third-party data processing (such as electronic medical record systems or cloud data storage) will be carried out in line with GDPR requirements, and if data is transferred or stored outside the UK/EEA, we will ensure appropriate safeguards (like standard contractual clauses or that the recipient country has an adequacy decision).
- **Anonymized Data:** We may use anonymized or aggregated data (from which you cannot be identified) for business analytics, service improvement, or reporting. Such data is not considered personal data and may be shared with others (e.g. statistics on how many clients receive a certain treatment) but this will contain no identifying information.

We do not share your information with third-party marketing companies. We will not disclose your identity or anything about your treatments to other clients or to the public without your consent. If someone (e.g. a family member) contacts us asking about whether you have attended or about your condition, we will not confirm or deny any information without your prior approval, except in cases of medical emergency or incapacity where a next-of-kin inquiry may be handled according to applicable healthcare guidelines.

**7.5 Data Subject Rights:** As a data subject under the GDPR (and UK GDPR/Data Protection Act 2018), you have several important rights regarding your personal data that we respect and uphold:

- **Right of Access:** You have the right to request a copy of the personal data we hold about you, and to obtain information about how we process it (commonly known as a Subject Access Request). This includes the right to see your medical records and any CCTV footage identifiable as you, subject to some limitations (for example, we cannot disclose data that identifies other individuals without their consent, so we may redact third-party information or face images of others in CCTV if you request footage). We will respond within one month of verifying your identity, unless the request is unusually complex (in which case we can extend by a further two months, but we will inform you of this). We generally do not charge a fee for access requests, unless they are repetitive or manifestly unfounded/excessive, in which case a reasonable fee may be charged as permitted by law.
- **Right to Rectification:** If any personal data we hold about you is inaccurate or incomplete, you have the right to have it corrected. For example, if you change your name or contact number, or if you identify an error in your medical history you gave us, please inform us and we will update our records.
- **Right to Erasure ("Right to be Forgotten"):** You have the qualified right to request that we delete your personal data. However, please note that this right is **not absolute** in a medical context. We are often required by law and legitimate healthcare interests to retain medical records for a certain period (e.g. many clinics keep records for at least 10 years to comply with medical guidelines or insurance requirements). We will honour a deletion request for data that we are not obliged to keep, but **medical treatment records** are likely to be retained for a minimum period as required by law or our regulatory obligations, even if you request erasure. If you request deletion, we will communicate to you which data can be deleted and which we must lawfully retain. Any data we no longer need to provide services or meet legal obligations will be deleted or anonymized upon request or as soon as feasible.
- **Right to Restrict Processing:** You can ask us to restrict or pause the processing of your data if you contest its accuracy, object to its processing (pending a resolution), or if you just want us to hold it but not process it while a complaint is resolved. When processing is restricted, we will store your data securely but not actively use it (except as needed for legal claims or protecting others, or with your consent).
- **Right to Data Portability:** For data you provided to us directly and that we process by automated means based on your consent or our contract (for instance, if you gave us some health data electronically), you have the right to request that we provide it to you or to a third party in a commonly used machine-readable format. This is generally not widely applicable in a clinical setting (since most of our data is processed on a "necessary for treatment" basis, and not all in automated form), but if applicable we will comply. Usually, medical records transfer is handled via standard medical record release rather than this right, but the right is noted here for completeness.
- **Right to Object:** You have the right to object to certain processing activities. For example, if we were processing your data for direct marketing (which we will only do with consent or soft opt-in as mentioned), you can object at any time and we will stop. You can also object to processing based on legitimate interests (like our CCTV or reminder texts) if you have grounds relating to your particular situation. We will then assess whether our compelling legitimate grounds override your rights or not.

Note that if your objection is to processing necessary for providing you treatment or for safety (like CCTV), it might mean we cannot continue providing you services, as those processes are integral to our operation. We will explain and discuss the consequences with you if that situation arises.

- **Right not to be subject to automated decisions:** We do not use automated decision-making or profiling in any way that significantly affects you without human involvement. Therefore, this right is not specifically triggered in our context.

**7.6 Exercising Your Rights:** To exercise any of your data protection rights, please **contact us** (see Section 7.9 for contact information). We may need to verify your identity before fulfilling certain requests, to ensure that we do not disclose or change data at the request of an impostor. We will respond to requests and communications as promptly as possible, and within the timeframes set by law (usually one month). If for any reason we cannot comply with your request (for example, if you ask us to delete records we must legally keep), we will explain the justification and inform you of your options.

**7.7 Data Retention Policy:** We retain your personal data **only for as long as necessary** to fulfill the purposes outlined in these Terms and to comply with legal or regulatory requirements. Medical records for aesthetic treatments are typically retained for a number of years after your last treatment (a common guideline is at least 7–10 years) to ensure continuity of care and to have documentation in case of any later issues or inquiries. CCTV footage retention was addressed in Section 6.4. Booking records and financial records are generally kept for at least 6-7 years to comply with tax and accounting laws. When data is no longer needed, we will ensure it is securely destroyed or erased. We periodically review the data we hold to determine if it remains necessary. In some cases, we may anonymize data (so it can no longer be associated with you) for statistical or research purposes, in which case we may use that information indefinitely without further notice.

**7.8 GDPR and UK DPA Compliance:** The Gorgeous Clinic is committed to full compliance with the **UK Data Protection Act 2018** and the **EU General Data Protection Regulation (GDPR)** to the extent it remains applicable. In practical terms, this means we uphold all the principles of data processing: **lawfulness, fairness, and transparency; purpose limitation; data minimisation; accuracy; storage limitation; integrity and confidentiality; and accountability.** We have appointed a responsible person in our team to oversee data protection compliance and to act as a point of contact for data subjects (this is not a formal Data Protection Officer unless legally required, but we treat the role with similar gravity). If you ever have concerns about how your data is handled, you can reach out to us to discuss and we will work to address your concerns in a transparent manner. We also maintain a Privacy Policy document (available on our website or on request) that further details our data practices, and by agreeing to these Terms you also agree to our Privacy Policy. In the event of any conflict between these Terms and the Privacy Policy regarding data issues, the more protective or explicit provision will apply, and we will update documents as needed to eliminate inconsistencies.

**7.9 Contact and Complaints (Data):** If you have any questions or requests regarding your personal data or these privacy provisions, you can contact us at:

*Email:* [Insert contact email for data/privacy inquiries]

*Address:* [Insert postal address for the Clinic, if different from registered office, for data queries]

*Phone:* [Insert phone number].

We will do our utmost to resolve any issues or fulfill your requests. If you are not satisfied with our handling of your personal data or believe we are processing it unlawfully, you also have the right to lodge a complaint with the relevant **Supervisory Authority**. In the UK, this is the **Information Commissioner's Office (ICO)**. You can contact the ICO at [www.ico.org.uk](http://www.ico.org.uk) or telephone 0303 123 1113. If you are an EU resident and our processing falls under EU GDPR, you may contact the supervisory authority in your country of residence or the ICO as well. We would, however, appreciate the chance to address your concerns directly before you approach the ICO, so please consider reaching out to us first.

## 8. Client Conduct & Professional Boundaries

**8.1 Respectful Environment:** The Gorgeous Clinic is committed to providing a welcoming and professional environment for all clients and staff. **We have a zero-tolerance policy for abusive, aggressive, discriminatory, or inappropriate behavior** by any client (or their guests) toward our staff or other clients. This includes verbal abuse (such as shouting, insults, profanity directed at someone, or threatening language), physical abuse (any form of violence or intimidation), harassment (including sexual harassment or unwanted advances toward staff), or any form of discrimination or hate speech (such as derogatory remarks about race, religion, gender, sexual orientation, etc.). If a client exhibits such behavior, our staff is authorized to immediately terminate the consultation or treatment session for their own safety and wellbeing. The Clinic reserves the right to **refuse service, cancel ongoing treatment plans, and/or ban a client from the premises** in response to misconduct or abusive behavior. In serious cases, we may also involve law enforcement or pursue legal action as appropriate. The safety and dignity of our staff and clients are paramount.

**8.2 Truthfulness and Cooperation:** We expect clients to communicate **honestly and cooperatively** with our practitioners and staff. This means providing accurate information (as covered in Section 4.1), asking questions when you have them, and working with us to address any issues that may arise. If you have feedback, concerns, or are dissatisfied with any aspect of our service, we encourage you to bring it to our attention in a respectful and constructive manner. We have internal procedures to handle complaints and will strive to resolve issues fairly (see Section 8.5 for more on raising concerns). We value polite and open communication. Conversely, **making deliberately false statements or accusations** about the Clinic or our staff is considered serious misconduct (see 8.4).

**8.3 Social Media and Confidentiality:** We understand that clients may share their experiences on social media or review platforms. While we respect free speech, we kindly ask that if you choose to discuss your experience publicly, you do so in a fair and truthful way. If you have a grievance, we encourage you to let us try to resolve it first. **Defamation (false statements that harm reputation)** is not permitted – whether in person, online, or through any medium. The Clinic's relationship with the client is also based on mutual respect for privacy: we will not disclose your identity or personal health information without consent (except as required by law), and we expect that you similarly respect the privacy of our staff and other clients. You should not video or audio record treatments or staff without prior permission, as that could violate others' privacy and our clinic policies. We also ask that mobile phones be silenced during treatment to maintain a calm environment.

**8.4 False Accusations and Malicious Behavior:** If a client were to engage in malicious behavior such as spreading **false accusations** about the Clinic or any member of our team, or deliberately misrepresenting events in an attempt to harm our reputation or coerce a particular outcome (for example, threatening to post bad reviews or legal action in bad faith



to obtain a refund or free service), the Clinic will treat this as a very serious issue. We reserve the right to **immediately terminate any ongoing treatment plan or client relationship** in such cases. This means we may cancel future appointments (with no obligation to refund booking fees for those appointments, especially if the behavior violates these Terms), and decline any further business from the individual. Additionally, The Gorgeous Clinic **reserves the right to take legal action** to protect its reputation and staff if false or defamatory claims are made. This could include seeking damages or injunctions for defamation or harassment. We would prefer to never reach such extremes – our aim is to satisfy clients, not silence them – but we must protect our staff and business from malicious harm. We encourage open, honest feedback and will work to address legitimate complaints (again, see 8.5), but knowingly false claims are beyond what is acceptable. We may use evidence (including communications records, consent forms, and CCTV footage as noted in Section 6) to demonstrate the truth if needed.

**8.5 Complaints and Dispute Resolution:** Your satisfaction is important to us, and we take any concerns seriously. If you are unhappy with any aspect of our service or have a complaint, we invite you to inform us as soon as possible – ideally directly to the practitioner or the clinic manager. We have an internal complaints procedure: typically, we will ask you to detail your concerns, and we will investigate and respond within a reasonable timeframe. Many issues can be resolved with a clarifying conversation or a follow-up treatment if appropriate. If a dispute arises that cannot be resolved informally, you may pursue external avenues such as consulting a medical ombudsman, regulatory body (if it concerns a practitioner's fitness to practice), or ultimately legal action. However, by agreeing to these Terms, both you and the Clinic agree that we will attempt in good faith to resolve disputes internally first. We also note that certain aesthetic practitioners may be members of organizations (like Save Face or the British Association of Cosmetic Nurses, etc.) that have dispute resolution mechanisms – if applicable, we will inform you. Nothing in this clause limits your right to seek redress through courts or other lawful means, but we hope to maintain a positive relationship where such action is unnecessary.

**8.6 Termination of Treatment Plans:** In addition to reasons mentioned (safety, misconduct, etc.), the Clinic reserves the right to terminate a treatment plan or package if continuing would be inadvisable. This could occur if, for example, you develop a medical condition that contraindicates further treatment, or if the practitioner believes that continuing the same course is unlikely to benefit you. We will discuss the reasons with you and, if appropriate, offer alternatives or referrals. If a treatment plan is ended by the Clinic for clinical reasons (and not due to any wrongdoing by the client), we will refund any pre-paid amount for undelivered treatments, or convert it to credit, except for amounts that correspond to non-returnable products already ordered/prepared specifically for your treatment. If termination is due to client misconduct or breach of these Terms, refunds will generally not be given (consistent with sections on cancellations and refunds above).

**8.7 Professional Boundaries:** Our practitioners are healthcare professionals who will maintain appropriate professional boundaries at all times. We kindly ask that clients also respect those boundaries. Any form of sexual or overly personal advance towards staff is inappropriate. Likewise, while we aim to be friendly and supportive, any close personal relationship between staff and client outside the clinic context is discouraged to maintain professional integrity. If you have any boundary concerns (for instance, if you ever feel uncomfortable with how a staff member interacts with you), please report it to the clinic management immediately – we want everyone to feel safe and respected.

**8.8 Numbing Cream Application:** For treatments requiring topical anaesthetic, numbing cream is routinely applied in the clinic's waiting areas before the procedure. This is a standard industry practice and allows for efficient scheduling and client care. If a client prefers a private treatment room for numbing application and waiting, this request must be made in writing at the time of booking, and an additional fee may apply for reserving a private space.

## 9. Governing Law & Miscellaneous

**9.1 Governing Law:** These Terms of Service, and any separate agreements whereby we provide you services (including consent forms and any other documentation), as well as any disputes or claims arising from or related to them or the services provided, **shall be governed by and construed in accordance with the laws of England and Wales.** This choice of law is made because The Gorgeous Clinic operates in England under a UK-registered company. If you are a consumer residing in another part of the UK (Scotland or Northern Ireland), you may additionally have the protections of the mandatory laws of your region. However, to the extent permissible, the law of England and Wales will apply to interpret these Terms and any disputes.

**9.2 Jurisdiction:** You and The Gorgeous Clinic agree that any dispute or claim arising out of or in connection with these Terms or the provision of our services shall be subject to the **exclusive jurisdiction of the courts of England and Wales.** This means that if you wish to bring a legal claim against the Clinic, or vice versa, it will be heard in an English court (likely near our area of operation, unless the parties agree otherwise). If you are a consumer residing elsewhere, you may have the right to bring proceedings in your local courts as well – these Terms do not override any such right given by consumer law. But in principle, we anticipate resolving matters in England. We also hope to resolve any issues without court if possible (see Section 8.5 on complaints).

**9.3 Severability:** If any provision or part-provision of these Terms is found by a court or competent authority to be invalid, unlawful, or unenforceable, that provision (or part of it) shall be deemed deleted or modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions of the Terms shall continue in full force and effect. In other words, the invalidity of one clause will not affect the validity of the rest of the agreement. Both parties (you and us) agree to negotiate in good faith to amend any invalid provision to reflect the original intent as closely as possible in a way that is enforceable.

**9.4 No Waiver:** If The Gorgeous Clinic fails to exercise or enforce any right or provision of these Terms at any time, this does **not** constitute a waiver of such right or provision. Any waiver of rights by the Clinic must be explicit and in writing to be effective. Similarly, your rights and remedies under these Terms and under law remain available even if not immediately enforced. One instance of forbearance (e.g., giving extra time to pay, or not enforcing a cancellation rule strictly in one case) does not mean we waive our rights to enforce the Terms strictly in the future in other instances.

**9.5 Entire Agreement:** These Terms of Service, together with any signed consent forms and any written policy or notice referenced herein (such as our Privacy Policy or any specific package agreement), **constitute the entire agreement between you and TGC Medical Ltd (The Gorgeous Clinic)** regarding the use of our services. They supersede any prior oral or written understandings, arrangements, or representations relating to the subject matter. You acknowledge that you have not relied on any statement, promise, or representation that

is not set out in these documents in entering into this agreement. (This does not limit liability for any fraudulent misrepresentation.) Any changes to this agreement must be made in writing (for example, an addendum or updated Terms posted on our website and notified to you).

**9.6 Changes to Terms:** The Clinic may update or amend these Terms of Service from time to time to reflect changes in our services, policies, or legal obligations. When we do so, we will post the updated Terms on our website and indicate the effective date. For significant changes, we may also notify clients via email or at their next appointment. **Continued use of our services or bookings after any revisions indicates acceptance of the updated Terms.** If you do not agree with changes made, you should inform us and may need to cease using our services. No change will retroactively affect any treatment already provided or fees previously paid, except as required by law.

**9.7 Headings and Interpretation:** The section titles and headings in this document are for convenience only and shall not affect the interpretation of the Terms. Words in the singular include the plural and vice versa. "Including" means "including without limitation". If these Terms are translated into another language, the English version shall prevail in case of any conflict in interpretation.

**9.8 Third-Party Rights:** These Terms are between you and the Clinic. Except as required by law, no other person shall have any rights to enforce any of these Terms. For example, even though our practitioners and staff are protected by certain liability clauses, they do not individually become parties to this contract; you agree to these Terms with the company (TGC Medical Ltd) as the service provider. The provisions of the UK Contracts (Rights of Third Parties) Act 1999 are excluded to the extent that any rights under that Act are intended to be conferred, except that our employees and agents may benefit from the liability limitations (since we have an interest in clarifying those).

**9.9 Contact Information:** The Gorgeous Clinic's contact details for any inquiries or notices under these Terms are as follows:

- **Clinic Address:** 221 Whitegate Drive, Blackpool, FY3 9HW, United Kingdom
- **Phone:** +44 1253 928029
- **Email:** hi@thegorgeousclinic.co.uk
- **Website:** <https://thegorgeousclinic.co.uk/terms-of-service> (where a digital copy of these Terms is maintained)

If you need to send any formal notice under these Terms (for example, a notice of claim or legal correspondence), it should be sent in writing to our registered office address (124 City Road, London, EC1V 2NX) with a copy emailed to us. We will deem notice received by us only when we have actually received it (or, if by recorded post, on the delivery confirmation date).

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**Acknowledgment:** By proceeding with a booking or treatment at The Gorgeous Clinic, you acknowledge that you have read, understood, and agreed to these Terms of Service. If you

have any questions or require clarification on any part of these Terms, please contact us **before** your appointment or as soon as possible. We are happy to explain our policies and want you to feel comfortable and informed while under our care. Your signature on the treatment consent form will also serve as acknowledgment of these Terms. Thank you for choosing The Gorgeous Clinic for your aesthetic needs – we look forward to providing you with safe, professional, and excellent service.