

# **Terms and Conditions**

### 1. Preamble and Definitions

- 1.1 These terms and conditions apply to all goods and services offered by Jan Jones as defined below. The language used in this document has intentionally been kept as easy to understand as possible, however please contact me if you need any clarification.
- 1.2 Throughout this document, "I", "me" and "my" refers to Jan Jones and any third parties subcontracted by Jan Jones to provide goods or services. The terms "you" and "your" refers to a client who has engaged Jan Jones and/or any subcontractors for the provision of goods or services.

#### 2. Appointments and Cancellations

- 2.1 In booking an appointment for a treatment or therapy with me, whether by telephone, in person, email or any other method, the client is entering into a contract to pay a sum, agreed at the time of booking, to receive that treatment at an agreed time and place. In instances where the client cancels without 24 hours' notice prior to the commencement of the agreed appointment, I reserve the right to charge a cancellation fee of £10 or up to 50% of the published price (see section 5. below) of the contracted treatment, whichever is the greater amount.
- 2.2 I want all my clients to be delighted with the service that they receive. In the unlikely event that you receive a treatment or purchase an item that you are not satisfied with, please discuss it with me and we will work together to arrive at a mutually satisfactory solution. I am unable to offer a refund unless a treatment or item purchased is faulty.
- 2.3 If you pre-pay for a series of treatments, you will receive a discount compared to the cost of paying for those treatments individually. This price will be agreed and fixed at the time of booking. Please note that a booking for a series of treatments requires expenditure on my part in ensuring that I have the necessary consumables available to carry out the agreed services and, as such, I am unable to provide refunds if you subsequently change your mind.
- 2.4 A prepaid series of treatments, either booked directly by the client or paid for with a gift certificate, may only be received by the individual to whom the booking relates. They may not be transferred to a third party.
- 2.3 In the instance of the client developing symptoms of the Coronavirus, Covid-19, or being required to isolate due to exposure to a person infected with Covid-19, the minimum cancellation period will be waived. However, you should still make every effort to notify me at the earliest practical opportunity.

- 2.3 Unless agreed prior to the appointment, all treatments and therapies will be performed in my studio at Maes Bedw, Ffordd y Bont, Pontybodkin, CH7 4TS. There are dogs and other pets on the premises, which will ordinarily be kept separated from you, which you should consider if you suffer from any associated allergies. I am unable to accept liability for any illness or injury caused by an adverse allergic reaction while on the premises.
- 2.4 Please note that my studio is on the first floor of a domestic dwelling with access by stairs only. If access to the studio could be difficult for the client for any reason, please discuss this with me in advance and I will determine what reasonable adjustments can be made in accordance with the Equality Act 2010.
- 2.5 You may use the off-road parking on the driveway outside my home while visiting for appointments or to make purchases. However, as the driveway is directly adjacent to the highway and a public footpath, parking is entirely at your own risk and I am unable to accept liability for any damage or loss which may occur as a result.

## 3. Personal Data

- 3.1 All clients are required to complete a pre-consultation form prior to commencing treatments.
- 3.2 I will not be liable for any injury, illness or other mishap that may occur due to the omission, intentional or otherwise, of relevant information including information regarding existing or prior medical conditions during the pre-appointment consultation process.
- 3.3 All client details will be stored securely and in accordance with the requirements of the Data Protection Act 2018 and General Data Protection Regulations.
- 3.4 No details will be shared with any third party without the express consent of the client unless subject to a request by an appropriate authority under the Data Protection Act 2018 or s.7 of the Crime and Courts Act 2013.
- 3.5 At any time, the client may request that any personal data held will be deleted. However, it will be necessary to re-record that personal data prior to any further treatments. I reserve the right to retain a client's personal data where, in my honestly-held belief, it will subsequently be required in order to resolve a complaint or disagreement.

#### 4. Admission

- 4.1 I make every effort to be flexible to the other demands on my clients' time. However, out of consideration for subsequent clients, customers who are more than 15 minutes late for an appointment may have to reschedule and I reserve the right to levy a charge of 50% of the treatment price or £10, whichever is the greater. Alternatively, the client may choose to have their appointment time reduced, but will still be charged for the full appointment time.
- 4.2 All children under the age of 16 coming for treatments of any kind must be accompanied by an appropriate adult. Please note that the appropriate adult is entirely responsible for the care and conduct of a child visiting my premises.

- 4.3 I reserve the right to refuse admittance or treatment without stating a reason at any point. In the instance of inappropriate conduct, I further reserve the right to curtail a treatment and require the client to leave my premises immediately.
- 4.4 In the instance of curtailing a treatment due to inappropriate conduct as per 4.3, the client will not be entitled to any sort of refund.

### 5. Prices

- 5.1 I make every effort to keep the prices published on my website up to date, including special offers and discounts. In cases of dispute over price, I reserve the right to use the price published on my website www.janjonesbeautytherapy.com on the day the relevant booking is made, whether by phone, in person or by other media, as the final figure due.
- 5.2 Any discounts or offers are entirely at my discretion. I reserve the right to withdraw an offer or discount without notice.

## 6. Patch Test

6.1 Certain treatments require a patch test to be carried out at a pre-defined point prior to the treatment being administered. I undertake to ensure that the client is aware of the period required between the patch test being administered and the appointment for the treatment. The client will be required to declare that the patch test has been carried out at the required point in time. Failure to carry out the patch test will result in the treatment not being carried out and a cancellation fee being charged.

#### 7. Due Diligence

7.1 Where I assess that a treatment would not be in the best interest of the client, for medical or any other reasons, I reserve the right to refuse to carry out that treatment. In these circumstances the client will not be charged a cancellation fee and I will not be liable for the reimbursement of any costs the client may have incurred in the course of making or travelling to the appointment.

#### 8. VIP Pass

- 8.1 The VIP Pass is a discretionary benefit scheme, launched on 1<sup>st</sup> February 2024, designed to reward customer loyalty and encourage return visits to my studio.
- 8.2 A client becomes eligible for a VIP Pass upon their first return visit for a qualifying treatment after 1<sup>st</sup> February 2024. There is no charge for a VIP pass.
- 8.3 You will receive a stamp on your pass on each visit where you receive a treatment or combination of treatments totalling £30 or more. Only one stamp is awarded per visit. You will be eligible for a stamp if you purchase a gift certificate valued at £30 for a third party. Visits prior to 1<sup>st</sup> February 2024 do not attract a stamp.
- 8.4 The £30 qualifying spend to receive a stamp may be adjusted up or down to reflect changes in the prices of the treatments and therapies offered.

- 8.5 Once you have collected 10 stamps you may trade the VIP Pass for a free One Hour Hot Stone Massage. There is no cash alternative and the Pass may not be transferred to any third party.
- 8.6 I reserve the right to withdraw the VIP Pass scheme at any time. In this eventuality I will honour any Passes with 10 stamps.

Jan Jones Sole Proprietor, Jan Jones Beauty Therapy Pontybodkin, Flintshire January 2024