



Terms & Conditions

Please read these terms and conditions. As we accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want, and nothing that you are not happy with. If you are not sure about anything, phone us on: 07787715964.

APPLICATION:

1. These terms and conditions will apply to the purchase of the service(s) and good(s) by you (the customer or you).
2. Gemma Gallagher of Gemma Gallagher Piercing Studio, 33 Walton Hall Avenue, Walton, Liverpool, Merseyside, L46UD, with email address; info@gemmagallagher.com, telephone number; 07787715964 (the supplier, us or we).
3. These are the terms in which we sell all service(s) and goods to you. By ordering any of the Services, you agree to be bound by these terms and conditions.

Bookings & Orders

Deposits, payments & cancellations

- You accept it is your responsibility to pay your own deposit.
- We cannot accept bookings made on behalf of someone else and cannot transfer your booking fee to another individual.

(In respect to the above)

- If a deposit has been paid for another individual, and we have a reasonable amount of time prior to the booking date, the appointment will be cancelled and the deposit refunded minus any charges we incur when receiving the payment.
- If you turn up to an appointment and the named person on the booking is not the person who paid the deposit, the deposit will be refunded minus any charges we incur and the appointment will need paying for in full by the client booked in.
- If you are under 16, the parent or legal guardian can pay the deposit for the child (only in these circumstances will this be accepted and proof will need providing on the appointment).
- In order to book an appointment with us, you are required to pay a non-refundable deposit of £15 for your piercing booking. Your remaining balance can be paid by cash / bank transfer at your appointment.

- Due to the way the booking system is set, you must give no less than 72 hours notice to cancel a piercing booking. If you cancel within the 72 hours prior to your appointment, your deposit can not be transferred to another date and you will be required to book at a more convenient time.
- Given the cancellation terms have been followed. If you need to transfer your appointment due to sickness, you must allow 10 days from the date you let us know to reschedule. Failure to show up to your booking will result in you being refused further bookings at our discretion.
- If you show up more than 10 minutes late to your booking, it will be cancelled.

Client Responsibilities

- If you are under 16, you must have a parent or legal guardian present on your appointment, both the parent / guardian and child must bring government issued photo ID, plus the birth certificate of the child with the parents name on. We are very strict concerning ID as it enables us to protect minors.

The following ID is required:

- Photo ID for the parent & child.
- Legal document proving guardianship of the child where necessary, plus photo ID for the legal guardian.
- Birth Certificate for the child.(The name on the birth

certificate must be the same as the parent bringing them in).

- Failure to bring the above ID will result in your appointment being cancelled, under no circumstances will this be waved. (PHOTO'S / PHOTO COPIES WILL NOT BE ACCEPTED).
- You agree it is your responsibility for reading and understanding consent forms, terms and conditions and the relevant procedure information as well as following the aftercare advice given.
- You accept that any abuse, either in person or digitally will not be tolerated under any circumstances and an instant refusal of future bookings will be put in place.
- You understand that children are not allowed on the premises unless booked in for a piercing. If you attend your booking with more than one child your appointment will be cancelled.
- You agree to follow the written & verbal aftercare advice given on your appointment.
- You accept that the aftercare of your piercing(s) & jewellery is 100% your responsibility and you do not hold the piercer responsible in any way for the lack of aftercare followed.
- In the event that you incur one or more of the following problems, we are here to help you.
 - Excessive swelling.
 - Allergic reaction.

- In-bedded jewellery.
- Irritation.

(You agree to contact us immediately if you show any signs of these problems).

Gift Vouchers

- A non-refundable deposit of £15 will automatically be deducted from your gift voucher to secure your piercing booking.
- Failure to show or cancelling last minute - the cancellation policy will apply and the remaining balance, minus your £15 deposit will be carried over to any future booking.
- If the remaining gift card / voucher balance does not cover a deposit to secure another booking, you will be required to book through the website and your gift card balance will be used to clear the remaining balance on your booking.
- You accept full responsibility for keeping track of your credit and your gift voucher safe. Failure to do either of the above could result in you being refused an appointment.
- All booking made with credit, must be attended with your voucher / receipt with the remaining available balance.
- All vouchers must be used in the tax year they were purchased. Any credit that has not be used, can not be transferred over to a new tax year.

Piercing Party

- You must check prior to booking what ID you need.
- You agree your party will be held at the studio only.
- A party must have a minimum of 3 people or it will not go ahead.
- Everyone attending the party, must be getting pierced.
- You accept that all those attending a party is to get a minimum of 2 piercings per person.(This includes all body piercings).
- A non refundable deposit of £25 is required to book in from everyone attending the party. (This will come off the overall balance).
- You accept it is your responsibility to pay your own deposit. We cannot accept bookings made on behalf of someone else and cannot transfer your booking fee to another individual.
- We ask that you arrive 10 minutes early to fill in consent forms.
- Your piercings can only be done with jewellery purchased from us.

Jewellery changing

- A chargeable fee of £15 is to be paid for a standard piercing change.
- A chargeable fee of £25 is to be paid for an advanced /

intimate piercing.

- The above fee's is to secure your booking and is for the time spent at the studio only.
- You accept the cost of your booking may go up, if you require more time at the studio and you must let us know prior to booking your appointment.
- The jewellery used to change your jewellery is our standard 316L surgical steel or titanium and is not included in the price.
- Jewellery can ONLY be changed once your piercing is fully healed.

Jewellery Returns

- In the interest of hygiene and for personal protection, jewellery is only refundable or exchangeable if the jewellery is unused and in the original packaging.
- All returns must be authorised via email prior to returning them to our studio in Liverpool.
- You have 30 days from the date you placed your order to return your jewellery.
- Postage is to be paid for by you. We advise that you have your parcel tracked when returning.
- If your parcel is not received by ourselves, it is your responsibility to chase it up with your chosen courier.

Dissatisfaction

- We are confident that you will be more than happy with your piercing. However, if you find you are not satisfied you must contact the studio as soon as possible.
- You accept you have 14 days following your initial piercing appointment to contact us in the studio to discuss your concerns and allow us to resolve the matter for you.
- If required, you agree to attend the studio with the jewellery in your piercing for us to assess the problem. If you remove the piercing jewellery prior to visiting us, we will not be able to help you further.
- If we ask you to attend the studio concerning your piercing, but fail to attend within the 14 days of receiving your piercing, we will take this as you have decided to keep your piercing and the matter will be closed.

Loyalty Cards

- Loyalty cards are given at your first appointment. You will receive a stamp for every piercing you get (earlobes are a set and therefore classed as one piercing, not two).
- Your loyalty card is stamped at each booking, if you do not bring it with you it will not be added at a later date.
- If you lose your loyalty card, you will receive a new one minus any stamps you have previously collected.

- If you have multiple half-filled loyalty cards, you can add them together for your free piercing. (All cards MUST be brought to your booking at our Liverpool studio).
- You can gift your loyalty card to someone else when it is full for a free piercing.
- Loyalty cards can be booked in at any time, they have no expiry.
- Loyalty cards cover a single piercing only, they can not be used for a piercing that come as a pair.
 1. Angel Bites
 2. Dahlia
 3. Dimples
 4. Double Nipple.
 5. Snakebites.
 6. Venom.(The above excludes earlobes)
- Loyalty cards do not qualify for the following advanced piercings.
 1. Anti Eyebrow.
 2. Christina.
 3. Dermal.
 4. Intimate
 5. Sternum.
 6. Tongue
- Failure to show, cancelling last minute or showing up without your loyalty card, will result in you forfeiting your right to the free piercing, and your loyalty card will be invalid.

Training Courses, Workshops & Classes

Piercing Taster Class

- A non-refundable deposit of £100 is to be paid when booking a Piercing Taster Class.
- The balance is payable 28 days prior to commencement of your class.
- An amendment made to the Service outside the 28 days prior to the Service commencing must be done so in writing, sent recorded delivery, and is subject to an administration fee of 50% of the Service fee.
- Cancellation of the Service must be advised in writing, and sent by recorded delivery no less than 28 days prior to the Service commencing. If less than 28 days, 100% of the Service fee is payable.
- Due to the amount of planning that goes into the class including model appointments and 3rd party services that are used and paid for, no changes can be made to the date's you have chosen within the 28 days prior to your class commencing.
- There will be no refunds for missed attendances for classes.
- Failure to attend your arranged practical date(s) will require you to rebook via the website at a more convenient time and will require a 100% of the class fee.

Silver Ear Piercing Course

- A non-refundable deposit of £250 is to be paid when booking a Silver Ear Piercing Course.
- The balance is payable 28 days prior to commencement of your course.
- An amendment made to the Service outside the 28 days prior to the Service commencing must be done so in writing, sent recorded delivery, and is subject to an administration fee of 25% of the Service fee.
- Cancellation of the Service must be advised in writing, and sent by recorded delivery no less than 28 days prior to the Service commencing. If less than 28 days, 100% of the Service fee is payable.
- Due to the amount of planning that goes into the course including model appointments and 3rd party services that are used and paid for, no changes can be made to the date's you have chosen within the 28 days prior to your class commencement.
- Once the balance of £595 has been cleared, it is subject to a 100% cancellation charge.
- There will be no refunds for missed attendances for this course.
- If you are unable to attend the practical training of the course due to personal circumstances, but want to rebook at a more convenient time. 100% of the course fee is payable.

(In respect to above).

- In the event that you are unable to attend your practical day(s) due to unforeseen circumstances of which were out of your control, we may provide a discount when booking a new course date, this is solely at our discretion and will not apply to every student. Prior to a discount being applied, we may ask for proof of circumstances before making our decision. The maximum discount will not exceed 25%.

Gold Ear Piercing Course

- A non-refundable deposit of £450 is to be paid when booking a Gold Ear Piercing Course.
- The balance is payable 28 days prior to commencement of your course.
- An amendment made to the Service outside the 28 days prior to the Service commencing must be done so in writing, sent recorded delivery, and is subject to an administration fee of 25% of the Service fee.
- Cancellation of the Service must be advised in writing, and sent by recorded delivery no less than 28 days prior to the Service commencing. If less than 28 days, 100% of the Service fee is payable.
- Due to the amount of planning that goes into the course including model appointments and 3rd party services that are used and paid for, no changes can be made to the date's you have chosen within the 28 days prior to your class commencement.

- Once the full balance of £1,100 is paid, it is subject to a 100% cancellation charge.
- There will be no refunds for missed attendances for this course.
- If you are unable to attend the practical training of the course due to personal circumstances, but want to rebook at a more convenient time. 100% of the course fee is payable.

(In respect to above).

- In the event that you are unable to attend your practical day(s) due to unforeseen circumstances of which were out of your control, we may provide a discount when booking a new course date, this is solely at our discretion and will not apply to every student. Prior to a discount being applied, we may ask for proof of circumstances before making our decision. The maximum discount will not exceed 25%.

Platinum Ear Piercing

- A non-refundable deposit of £750 is to be paid when booking a Platinum Ear Piercing Course.
- The balance is payable 28 days prior to commencement of your course unless paid in full.
- An amendment made to the Service outside the 28 days prior to the Service commencing must be done so in writing, sent recorded delivery, and is subject to an administration fee of 25% of the Service fee.

- Cancellation of the Service must be advised in writing, and sent by recorded delivery no less than 28 days prior to the Service commencing. If less than 28 days, 100% of the Service fee is payable.
- Due to the amount of planning that goes into the course including model appointments and 3rd party services that are used and paid for, no changes can be made to the date's you have chosen within the 28 days prior to your class commencement.
- Once the full balance of £1,995 is paid, it is subject to a 100% cancellation charge.
- There will be no refunds for missed attendances for this course.
- If you are unable to attend the practical training of the course due to personal circumstances, but want to rebook at a more convenient time. 100% of the course fee is payable.

(In respect to above).

- In the event that you are unable to attend your practical day(s) due to unforeseen circumstances of which were out of your control, we may provide a discount when booking a new course date, this is solely at our discretion and will not apply to every student. Prior to a discount being applied, we may ask for proof of circumstances before making our decision. The maximum discount will not exceed 25%.

Full Body Piercing Course

- A non-refundable deposit of £850 is to be paid when booking a full body piercing course.
- The balance is payable 28 days prior to commencement of your course.
- An amendment made to the Service outside the 28 days prior to the Service commencing must be done so in writing, sent recorded delivery, and is subject to an administration fee of 25% of the Service fee.
- Cancellation of the Service must be advised in writing, and sent by recorded delivery no less than 28 days prior to the Service commencing. If less than 28 days, 100% of the Service fee is payable.
- Due to the amount of planning that goes into the course including model appointments and 3rd party services that are used and paid for, no changes can be made to the date's you have chosen within the 28 days prior to your class commencement.
- Once the full balance is paid, it is subject to a 100% cancellation charge.
- There will be no refunds for missed attendances for this course.
- If you are unable to attend the practical training of the course due to personal circumstances, but want to rebook at a more convenient time. 100% of the course fee is payable.

(In respect to above).

- In the event that you are unable to attend your practical day(s) due to unforeseen circumstances of which were out of your control, we may provide a discount when booking a new course date, this is solely at our discretion and will not apply to every student. Prior to a discount being applied, we may ask for proof of circumstances before making our decision. The maximum discount will not exceed 25%.

Workshops

- A non-refundable deposit of £50 is to be paid when booking a piercing workshop.
- The balance is payable 28 days prior to commencement of your workshop.
- An amendment made to the Service outside the 28 days prior to the Service commencing must be done so in writing, sent recorded delivery, and is subject to an administration fee of 25% of the Service fee.
- Cancellation of the Service must be advised in writing, and sent by recorded delivery no less than 28 days prior to the Service commencing. If less than 28 days, 100% of the Service fee is payable.
- Once the full balance of £175 is paid, it is subject to a 100% cancellation charge.
- There will be no refunds for missed attendances for workshops.

- If you are unable to attend your workshop due to personal circumstances, but want to rebook at a more convenient time. 100% of the fee is payable.

(In respect to above)

- Workshop for additional training only - In the event that you are unable to attend your practical day(s) due to unforeseen circumstances of which were out of your control, we may provide a discount when booking a new workshop date, this is solely at our discretion and will not apply to every student. Prior to a discount being applied, we may ask for proof of circumstances before making our decision. The maximum discount will not exceed 25%.

Student Obligations

- You accept that failure to clear your due balance on the agreed payment plan may result in your Service being terminated.
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- You agree to comply with all instructions and guidance issued by the staff or business following all equipment, training and identification.
- Agree to follow the 3 step identification policy which is done by the business and staff.
- Access your online study twice a week, using only your online study to complete your manual.
- Inspect the kits immediately upon receiving them to ensure that any seals or safety packaging have not been damaged and ensure the kit provided is suitable

for its intended use.

- Comply at all times with all laws and good practice guidance in the use of the equipment, training, studio premises, identification, licencing and insurance requirements.
- Obtain all appropriate consent from any individuals in writing prior to performing your work.
- Agree to indemnify the staff or business and hold both harmless from and against all claims, liabilities, losses and demands arising out of any breach by the buyer of the obligations set out in this disclaimer.
You are responsible for your manual, if misplaced prior to attending the studio for your module 3, a replacement will be subject to an admin fee of £50.
- You accept that if you fail your written exam, you will incur a fee of £150 to resit it at a later date in our Liverpool studio.
- You accept a replacement certificate or trophy will incur a fee. (This applies to all courses).
 - Certificate is £10
 - Trophy is £50
- Cancellation of the Service must be advised in writing, and sent by recorded delivery no less than 28 days prior to the Service commencing. If less than 28 days, 100% of the Service fee is payable.
- No changes can be made to the Service once it has commenced. In extreme and unforeseen

circumstances, the staff or business reserve the right to re-schedule a course, workshop or class. Under these circumstances, no refund will be issued, but training will be rescheduled at a mutually convenient date.

- A full years insurance is provided for the full body piercing course only. You will receive your insurance policy via email/post. It is your responsible to make a note of your insurance renewal date as soon as you receive your policy.
- You are responsible for arranging the appointment with your local councils' Health & Safety officer to visit your premises.
- You accept you must not under any circumstances practice piercing before you have been licenced and insured.

Dissatisfaction

We are confident that our piercing training will exceed your expectations, however if on your piercing course it becomes apparent that this is not the career for you (as determined by your trainer on assessment of your abilities), we reserve the right to prematurely end the course without reimbursement.

You will be piercing live models on your practical days in Liverpool and it is imperative that you show you are capable of doing this successfully, safely and independently in your own studio. Please refer to the training page to ensure you meet the basic requirements.

If you are not happy with any part of your course, please write to the address below detailing your dissatisfaction. Please send it by recorded delivery within 30 days of the start date of your service.

33 Walton Hall Avenue
Walton
Liverpool
L4 6UD

Model Terms

- All model bookings require a non refundable £10 deposit - this is included in the model fee you pay to secure your booking.
- All model fee's are non refundable, but may be transferable. (see below).
- If you need to change your booking, a minimum of 72 hours before your chosen appointment must be given to change your date / time prior to the course starting.
- When changing your booking, if you are unable to take what is available and you are unable to keep your original booking, it will be classed as a cancellation and the cancellation policy will apply.
- You accept no changes can be made once the practical days of the course have started.
- It is your responsibility to pay your own deposit.
- We cannot accept bookings made on behalf of someone else and cannot transfer your booking fee to

another individual.

- If you cancel last minute or do not show to your booking, the £10 deposit will be deducted from your model fee and the remaining balance transferred to another booking with Gemma.
- You accept that if you show up late to your model booking, we will do our best to fit you in, if we have space, but we can not guarantee it.
- Due to the importance of the training, if you do not show to your appointment, cancel last minute, show up late, or turn up, but do not go ahead with the piercing, regardless of the reason, you will forfeit any future model bookings and your name and email will be added to our emailing suppressed folder. (Under no circumstances will this be waved).
- When your remaining balance is carried over to a booking with Gemma, it is important to understand that a booking with Gemma requires a £15 deposit. You must book via the website to arrange your new booking and your remaining credit will come off your appointment balance.
- You must be 16 to be a model and must provide photo ID prior to your booking as well as bring it with you to your appointment. (Pictures and photo copies are not allowed).
- If you arrive at our studio in Liverpool and you are asked for ID you can not provide, your booking will be cancelled, and you will not be allowed to book as a

model again.

- No children are allowed on the premises under any circumstances, if you bring a child with you to your model booking, it will be cancelled and you will not be allowed to book as a model on future courses.
- You accept that the 50% discount is only applied due to being trained on by a student with little to no experience and that no refunds of the model fee are given.
- You will receive written & verbal aftercare advice at your appointment. You accept it is 100% your responsible for the aftercare of your piercing, this is from the cleaning of your piercing to checking the balls on your jewellery.
- You accept all piercings are checked by the student and Gemma prior to you leaving the studio, if after your appointment you are not satisfied with your piercing, you can book onto the next available course (model fee is required) or with Gemma through the website booking system.
- Your original model fee pays for your initial booking, this includes, the time you're booked in, the equipment used, plus your jewellery and piercing.
- While all precautions are taken on the piercing training, if a piercing doesn't go as well as expected and we notice it, you will be given the option to have it corrected there and then by the student. If refused, you can book in at a later date with Gemma via the website booking page, alternatively, you can book as a model on the following course (a model fee will be required).

(In reference to above)

- If you notice a problem with your piercing when you get home, we advise you wait at least two weeks for the initial swelling to go down to see how it settles, as quite often, especially with lip piercings, swelling can make jewellery sit at an angle.
- If you are still not happy, we can remove your jewellery and offer you another place on another course.
(model fee applies).

WEBSITE USE

When accessing our website, placing an order, or booking in with us, you are doing so in accordance with the following conditions.

- The information you give is accurate, true and is current when placing your order or booking.
- You agree if requested, to supply proof that the information provided is true.
- You agree that when placing your order or booking, the information is yours and yours alone.
- You agree to notify us immediately of any changes to your personal information.
- You agree to fully indemnify, defend and hold us and our officers, directors, employees, agents and suppliers, harmless from and against all reasonable claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach by you of these conditions or any other liabilities

arising out of your use of the products, of this website, or the use by any other person accessing the website using your personal information.

- We may alter the website (or any part) with or without providing notice to you and shall not be liable to you or any third party for any alteration to or withdrawal of the website
- We may alter the conditions from time to time and any use of the website after an alteration shall be deemed to be your acceptance of the alteration. It is your responsibility to check regularly to determine whether these conditions have been changed - You must stop using the website immediately if you do not agree with any alteration.
- We reserve the right to amend errors, make changes to the website or to the product information at any time without prior notice and without any liability on our part. To the fullest extent permitted by law, we disclaim all warranties, expressed or implied.
- We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website.
- We shall not be liable for damages consequential or otherwise related to your use of or inability to access the website subject to any legislation or law to the contrary.
- It is a condition of you visiting and using the website that you are consenting to the terms and conditions we have in place for all our services & goods.

DATE PROTECTION

When you book an appointment through our website, you will be asked for your full name, email and home address along with your telephone number and payment details. The only details we have access to are your contact details, and we will only use these if in the (very rare) event we have to reschedule your appointment.

Any correspondence done via emails or texts will be sent from a password protected business-only laptop or our business phone. When you attend your appointment, you are required to fill in a consent form and provide government issued ID for your appointment, which is a requirement from our local authority. The information we collect includes:

- Name
- Address
- Telephone Number
- DOB
- Medical History
- A Signature

This is to confirm that you agree to the procedure and the terms and conditions mentioned on the form.

Where photo ID is required, we will also take a copy of this and attach it to your consent form. Your personal information is not shared with other businesses or organisations.

However, Liverpool City Council could request the right to access all consent forms in the event of a problem, but this would be very rare.

Appointment diaries are kept in a locked drawer in the studio and consent forms are locked in a filing cabinet which is situated in a locked room. We only use the above

information to confirm your consent and identity.

If you have any questions concerning any of the above, you are more than welcome to ask us.