

## Morley Aesthetics Terms and Conditions

### Introduction

Thank you for choosing Morley Aesthetics. The health and wellbeing of our patients is at the heart of what we do and our priority is providing you with the highest quality personalised care and treatment.

### 1. General Terms and Conditions For All Patients

- 1.1 These Terms and Conditions form the basis of the Agreement between the patient (You/Your) and Morley Aesthetics (Us/Our).
- 1.2 Please read these Terms and our Privacy Policy carefully and take the opportunity to ask Us questions.
- 1.3 By registering with Us, You agree to be bound by these Terms.

### 2. Appointments, Deposits and Cancellations

- 2.1 When You book an appointment, we may require You to pay a deposit of between £50 and £200 depending on the treatment booked, all of which we will be entitled to keep as set out in sub-clause 2.5 below if You later cancel the appointment without giving Us prior notice of at least 72 hours;
- 2.2 We will not reserve or guarantee any particular date and/or time which You request for any consultation or treatment unless You book an appointment for that time/date and pay the deposit as requested;
- 2.3 If You know You are going to be late for an appointment, You should contact Us to tell Us. If You arrive later than 15 minutes after an appointment time, we will try to provide the service (consultation and /or treatment) You have booked, but if we decide that we cannot, the appointment will be treated as cancelled without notice by You and, if we then decide to make a charge for that appointment cancelled without notice, sub-clause 2.5 will apply;
- 2.4 You may cancel an appointment without charge if You give Us at least 72 hours prior notice of the cancellation, and if You do so we will refund You the deposit You paid in advance;
- 2.5 If You do not give Us at least 72 hours prior notice of cancellation of an appointment, we will be entitled to charge You the deposit fee;
- 2.6 If due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel an appointment without giving Us at least 72 hours prior notice, we will consider the circumstances and at our discretion decide whether to waive any charge for late cancellation that we are entitled to make under sub-clause 2.3 and 2.5;
- 2.7 We may cancel an appointment booked by You at any time before the time and date of that appointment in the following circumstances:
  - 2.7.1 The required practitioner and/or materials necessary for the provision of the consultation or treatment are not available; or
  - 2.7.2 There is an event outside of our reasonable control;

If we cancel an appointment in such circumstances, we will refund You in full any deposit or other advance payment You have made to Us for that appointment. Refunds will not however be given for any other expenses You may incur such as train tickets, flights, accommodation or loss of earnings;

- 2.8 We will use all reasonable endeavours to start the consultation or treatment at the appointment time You have booked, but the start may be delayed by the overrun of a previous appointment or by other circumstances. Our Doctor will take the amount of time necessary to provide comprehensive care and attention to every single patient and sometimes in complex or complicated cases this can result in clinic delays. If a delay to the start is at least 30 minutes, or, if at any time before or after You arrive for an appointment we notify You that there will be a delay of at least that time, You may cancel the appointment and we will refund You in full any deposit or advance payment that You have made to Us for that appointment;

### **3. Fees and Payment**

- 3.1 You must pay in accordance with our Price List for all services on completion of those that we have provided to You;
- 3.2 You may pay Us for Services (and for any deposit or other advance payment on account of that payment) using any of the following methods:
- 3.2.1 credit / debit card, excluding Amex and commercial cards;
  - 3.2.2 cash;
  - 3.2.3 gift voucher; or
  - 3.2.4 bank transfer.
- 3.3 We may alter our prices without prior notice, but if the price of any services increases between the time You book an appointment and the date of the appointment, the price increase for those services will not apply to Your appointment.

### **4. [Gift Vouchers]**

- 4.1 Gift vouchers are available from the clinic reception desk;
- 4.2 Gift vouchers are valid for the time period specified on the gift voucher.
- 4.3 Gift vouchers may be redeemed only for treatments which we provide at the clinic and may not be redeemed partly or wholly for cash.

### **5. Eligibility for Treatment**

- 5.1 We will not provide treatment to You if following Your consultation, we believe that the treatment is not suitable for You or is not likely to be successful, as individuals differ in their responses to, and the outcome of, the treatment.
- 5.2 We will not provide treatments to You if You are aged under 18. We may require evidence of Your age for that purpose;
- 5.3 We will not provide treatments to You if You are pregnant, think You may be pregnant or are currently breast feeding;

- 5.4 We will not provide certain treatments to You if You have a medical condition or are taking medication that may make that treatment unsuitable for You;
- 5.5 We will not undertake any treatment or procedure that is in conflict with any law in force, any voluntary or mandatory code of practice, or any similar rules, regulations or codes.

## **6. Treatment Course Discounts**

- 6.1 All treatments purchased as a course of treatments must be paid in full in advance or at the time of Your first treatment;
- 6.2 All treatments must be taken within twelve months of the date of purchase. Any treatments not taken within this time period will be forfeited;
- 6.3 All courses of treatments are non-refundable and non-transferable;
- 6.4 If You are unable to complete the course of treatment for medical reasons, as supported by a letter from Your GP, we will refund You the balance. The refund will be calculated by deducting the full list price of all treatments already taken, including those forfeited for non-attendance, from the total price of the course of treatment, and the difference will be returned to You;
- 6.5 We do not offer a refund or transfer of payment in the event of short term/temporary side effects such as reddening, bruising, swelling, mild burning, blistering or hypo/hyperpigmentation as well as very rare side effects such as scarring and permanent discolouration.

## **7. Botulinum Toxin Top Up/Reviews**

- 7.1 Review appointments are offered after treatment with Botulinum Toxin as a courtesy if requested. At this review You may be offered a complimentary additional treatment or 'top up' if it is clinically required;
- 7.2 Complimentary 'top-up' treatments must be taken 2-4 weeks after the initial treatment. If You are unable to attend the review appointment within this time period, no additional complimentary treatment or 'top-up' will be provided.

## **8. Children**

- 8.1 We do not permit You to be accompanied at the clinic's premises by any children under the age of 16 as we do not have an appropriate member of staff to supervise them;
- 8.2 We do not permit children to accompany You into the treatment rooms. If a patient brings any child/ren with them they must have an accompanying adult to chaperone the child whilst the patient is being consulted or treated.
- 8.3 Failure to bring an adult chaperone with any child/ren will result in the consultation/treatment being cancelled and loss of consultation fees and/or deposit.

## **9. Mobile Phones**

We respectfully ask that when attending the clinic all mobile phones are switched off or silenced.

## **10. Refunds**

- 10.1 Every effort will be made to ensure You have the best possible outcome but as with all medical procedures there can be a spectrum of results. As individuals differ in their responses to, and the outcome of, the treatment, no clinical or financial guarantees can be given.
- 10.2 Treatment fees cannot be refunded in the case of a sub-optimal result (including no result), or complications, as all fees paid are related entirely to the services provided i.e. professional time, expertise, product costs and other costs incurred in providing the treatment, and those costs are incurred irrespectively of the results achieved. Additional costs may occur should complications arise from the treatment and further treatment is required.

## **11. Product Refunds**

- 11.1 Products purchased in the clinic or over the phone are non-refundable unless they are faulty;
- 11.2 Faulty products will need to be returned to the clinic for an assessment before a refund can be processed.

## **12. Risk of Clinical Complications**

- 12.1 The health and safety of our patients is at the heart of all we do and while we will do our very best to ensure a satisfactory outcome, no clinical procedure is entirely risk-free and the results of any particular procedure cannot be guaranteed;
- 12.2 Although rare, some procedures have well documented complications and these together with Your personal risk will be discussed during Your consultation and documented in the patient information leaflet and consent form;
- 12.3 If You experience a complication and need to see Dr Morley or Dr Malpas urgently You may have to travel to that clinic where Dr Morley or Dr Malpas is working on that day;
- 12.4 Many complications can be managed simply and conservatively and we will, of course, treat these to the best of our abilities and knowledge. However, in the unlikely event of a complication being more serious and You needing further treatment outside of our expertise, arrangements will be made for You to be treated in the NHS, or if You wish, privately at Your own cost. Please be advised that private medical insurance may not cover complications arising from aesthetic treatments.

## **13. Equipment Safety**

Your safety comes first. If at any time we discover, or have concerns, that any of our equipment or machines are not in proper, working condition, we will ask you to reschedule your appointment and thank you for your understanding.

## **14. Documents and Records**

- 14.1 All patients must complete a registration form and provide contact details including full name, date of birth, address, telephone numbers and email

address;

- 14.2 All patients must complete a medical questionnaire at their first appointment, which is required for the consultation and treatment planning;
- 14.3 All patients will be asked to review and /or update their medical questionnaire at each appointment and will be asked to sign to confirm that their details remain accurate;
- 14.4 All patients will be asked to sign a consent form prior to any treatment. You have the right to change Your mind to treatment at any time, even after You have signed the consent form;
- 14.5 We will keep records and case documents for each patient registered with Us;
- 14.6 You have the right to request a copy of any documents which we may hold in relation to Your care; and which we shall provide if You first pay a reasonable fee as determined by Us;

## **15. Mental Health Disorders and Aesthetics**

- 14.1 It is important that all patients considering aesthetic treatments have realistic expectations that focus on improvement rather than perfection. Complications or less than satisfactory results are sometimes unavoidable, may require additional treatment and can be stressful.
- 14.2 All patients must openly discuss with their practitioner, prior to treatment, any history they may have, of significant emotional depression, anxiety or mental health disorders.
- 14.3 Although many individuals many benefit psychologically from the results of aesthetic treatments, effects on mental health cannot be accurately predicted.

## **16. How We Use Your Personal Information (Data Protection)**

- 16.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) / The Data Protection Act 2018 and Your rights under the GDPR;

For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from the clinic manager.

## **17. Limitation of Liability**

- 17.1 Morley Aesthetics will not be liable in contract, tort or otherwise for any economical loss (including, without limitation, loss of profit) or for any other special, indirect or consequential loss or damage arising out of, or in connection with, its provision of any services and/or goods to the patient;
- 17.2 It is the patient’s responsibility to ensure that he or she provide Morley Aesthetics with all the relevant medical details prior to each treatment. Morley Aesthetics will not be liable for any damage that occurs as a result of the patient’s failure to disclose such details;
- 17.3 The patient agrees to comply with all instructions and/or recommendations

given to them, or on behalf of Morley Aesthetics regarding their aftercare;

- 17.4 Nothing in these Terms and Conditions shall exclude or limit Morley Aesthetics' liability for death or personal injury as a result of our breach of these Terms and Conditions or as a result of our negligence.

## **18. Feedback**

All feedback is appreciated, both positive and negative. Feedback is used to review and improve the quality of service. You may submit Your feedback verbally, in writing, via email or via the clinic website.

## **19. Complaints**

We always welcome feedback from our patients and, whilst we always use all reasonable endeavours to ensure that Your experience as a patient of ours is a positive one, we nevertheless want to hear from You if You have any cause for complaint. If You have a complaint about our services or any other complaint about the clinic or any of our staff, please raise the matter with the clinic manager who can be contacted at the clinic or by phone or email or post. A copy of our Complaints Policy is available on request.

## **20. Changes to Terms and Conditions**

We may from time to time change these Terms and Conditions without notice, but an up to date version will be available on our website.

## **21. No Waiver**

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

## **22. Severance**

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

## **23. Law and Jurisdiction**

23.1 These Terms and Conditions, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

23.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

## **24. Entire Agreement**

23.2 These Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into these Terms and Conditions it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms and Conditions.

**24. Third Party Rights**

24.1 These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.

**25. Statement and Declaration by Patient**

- ✓ I have read and understood these Terms and Condition.
- ✓ I have had time to consider the document and ask questions.
- ✓ All of my questions have been answered to my satisfaction.

SIGNED (Patient)	PRINTED NAME	DATE
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