

## SLS Skin Club Terms and Conditions

Membership is subject to SLS Skin Club terms and conditions.

Please send a copy of this to yourself or print out for your records.

If you decide you do not agree with the terms and conditions, please cancel your direct debit instruction BEFORE your first payment is taken.

### 'SLS SKIN CLUB' MEMBERSHIP AGREEMENT

Terms 1. 'The Company' is SLS Skin Therapy, also referred to in the agreement as 'SLS Clinic', 'we' and 'us'.

2. If you have purchased club membership for yourself, you are referred to in the agreement as 'you' or 'the member'.

3. If you have purchased club membership as a gift, terms relating to payment are applicable to the purchaser. Terms relating to membership and services are applicable to the member who is referred to as 'you' or 'the member'.

### General

1. This Agreement is governed by the law of England and Wales. You should print a copy of this Agreement for future reference and a copy will be emailed to you following purchase.

2. The membership agreement is of 12 months duration and will auto renew (subject to terms under the heading "Cancellation").

3. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.

4. We may make reasonable changes to the Membership Agreement terms and conditions at any time.

5. We will send to you email confirmation of these terms using the email address you used when you joined.

6. Membership is open to all customers over the age of 18. You must have access to an email account and provide us with the email address.

7. The Monthly Payment Option is only open to those who have been customers of SLS Skin Therapy for a minimum of 3 months.

8. The Company reserves the right to restrict the number of memberships available at each tier or across the whole Club without notice or explanation.

9. Additional services (for example Aesthetics/SPMU) and products over and above your annual entitlement will be charged at the current tariff or list price and do not form part of this agreement.

10. You may upgrade any service included in your entitlement by paying the difference between your included entitlement and the current tariff or list price for the relevant service.

11. Your SPF included will be drawn from those brands and lines normally stocked in the clinic. Included products are of regular retail size and will be those recommended as necessary by your Skin Therapist.

12. Your Skin Exlixir collagen builder is issued at your first session and is recommended you take daily for 30 days to help build collagen supply in the skin. Once this pack comes to an end it is your decision if you wish to purchase more.

#### Force Majeure

1. A Force Majeure Event is defined as an event beyond the reasonable control of SLS Clinic. These could include but are not limited to industrial disputes (whether involving SLS or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

2. We shall not be liable to you as a result of any failure to perform our obligations under this agreement as a result of a Force Majeure Event.

#### Membership

1. Membership is not transferable and entitlement to inclusive services and products is restricted to the Member.

#### Monthly payment

1. By purchasing the monthly payment option you are agreeing to the terms of this membership agreement. A copy of these terms will be emailed to you following your purchase.

2. Payments are due monthly and will be collected by Direct Debit on or close to the 1st of each calendar month. You agree to maintain a direct debit instruction with your bank for the amount due. Please do not cancel your Direct Debit instruction without contacting us first.

3. If your Bank fails to make a direct debit payment from your account when due, SLS Clinic will write or email to advise you of this. An administration fee of £20 will be charged for each failed direct debit payment.

4. If you cancel your Direct Debit instruction without giving us notice of cancellation (see "Cancellation" below) or making a new Direct Debit instruction an administration fee of £20 will be charged for each failed direct debit payment.

5. If you fail to make an overdue payment within 14 days you agree that: a) The full outstanding amount for your one-year membership shall be immediately due b) We may use your Direct Debit mandate to recover the full outstanding amount. You will in these circumstances have the option to instead cancel your membership in line with the terms of this agreement under the heading "Cancellation".

6. Should the Company be obliged to institute legal proceedings against the Member arising from breach of the terms of this Membership Agreement, including but in no way limited to their failure

to pay any amount due by the due date, the Member acknowledges that they shall be liable for all tracing fees, collection commission and legal costs as may be allowed by the Court.

7. The Company may disclose personal particulars contained in the Membership Agreement to a credit reference agency or any other party necessary in obtaining settlement of arrears.

8. Payments by instalments are due regardless of your salon usage. In the event of a payment default use of salon services will be denied until the shortfall has been made up.

#### Cancellation

1. You may cancel your membership without giving any reason within 14 days of membership. This allows time for you to ensure you have made a sound decision about membership, and to allow the beneficiary of gift membership the opportunity to ensure they can and will agree to the terms of this membership agreement. a) If you have had the benefit of any services or products in the first 14 days you must pay the difference between your monthly membership payment and the total tariff or list price of the products and services. b) If you have had no products or service we will refund your first payment in full. c) If you have had the benefit of products or services totalling an amount less than the amount of your first payment, we will refund the difference in the form of non-transferable vouchers valid against future service with an expiry date of 3 months following cancellation.

2. This is not a credit agreement and you may cancel your membership at any time during the 12 month period. You must give us a minimum of two weeks notice or pay an administration fee of £50 in lieu of notice. a) You must pay the difference between your monthly membership payments and the total tariff or list price of any products and services you have had the benefit of. We will include in this total any appointments you have failed to turn up for or cancelled with less than 48 hours notice. b) If you have had the benefit of products or services totalling an amount less than the amount of your payments no refunds will be made.

3. We reserve the right to cancel your membership without notice or giving any reason. No refund will be made for past membership fees though we will refund the current month's fee if you have not had the benefit of any service or products during the current month.

4. If we cancel your membership due to abuse of Club benefits, either real or perceived, we will charge you for any difference between the amount you have paid in membership fees and the price list total for services you have enjoyed. We reserve the right to use your Direct Debit instruction to recover this amount.

#### Automatic Renewal

1. You will be contacted by email before the expiration of current membership, detailing the ruling rate at which membership can be renewed. Unless you give, two weeks before expiration of the current membership, the Company written registered notice terminating membership the Member agrees that membership shall automatically be renewed for a further year at the same level and under the same terms. In the event a level of membership is discontinued we will renew your membership on the closest equivalent level. If you choose to communicate your cancellation by email we strongly recommend calling on 07920044961 to confirm receipt.

2. In case of dispute the onus is on you to show that you terminated membership in accordance with these terms.

#### Communications

1. We may send you information relating to your membership, SLS Clinic and current offers and promotions by email, SMS or by post.

2. You may opt out of email and SMS communications that we may send but if you do we cannot be held responsible for any loss incurred by you not receiving relevant communications.

Communications posted (either with or without proof of posting) will be assumed to be received. Emails will be assumed to be received and read.