

Updated 31/1/2024

## **DermalEssence Booking Terms & Conditions**

DermalEssence take deposits for all bookings and these can be paid either directly in the clinic, over the phone by card payment or via the booking system. Bookings cannot be finalised without the deposit payment. All deposits are fully refundable up to 48 hours before the appointment time (less card processing fees of 1.4% + £0.25p).

DermalEssence operate a 24 hour cancellation policy, where if appointments are cancelled within this period then the deposit paid will be retained to cover the loss of appointment opportunity for other clients and a vacant slot.

## **DermalEssence Privacy Policy**

We receive, collect and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

When you conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

We collect such Non-personal and Personal Information for the following purposes:

1. To provide and operate the Services;
2. To provide our Users with ongoing customer assistance and technical support;
3. To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
4. To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
5. To comply with any applicable laws and regulations.

Our company is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

We may contact you to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or as otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what

information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

**What are Cookies?** Visit <https://www.allaboutcookies.org/> for more information

## **Cookie Policy**

[www.dermalescence.co.uk](http://www.dermalescence.co.uk) Cookie Policy

This cookie policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

### What personal information do we collect from the people that visit our blog or website?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number, credit card information or other details to help you with your experience.

### When do we collect information?

We collect information from you when you fill out a form or enter information on our site.

### How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To allow us to better service you in responding to your customer service requests.
- To quickly process your transactions.
- To send periodic emails regarding your order or other products and services.

### How do we protect visitor information?

We do not use vulnerability scanning and/or scanning to PCI standards. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

### Do we use 'cookies'?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us

understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Help remember and process the items in the shopping cart.
- Understand and save user's preferences for future visits.
- Keep track of advertisements.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies. Find more information about cookies at <https://www.aboutcookies.org/>. Here, you can learn how to delete and control the cookies that are stored on your site, and more. Note: As this is an external website, we cannot ensure its accuracy, completeness or availability.

If you disable cookies off, some features will be disabled. It won't affect the user's experience that makes your site experience more efficient and some of our services will not function properly.

However, you can still place orders.

#### Third Party Disclosure

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

#### Third Party Links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

#### Google

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users. <https://support.google.com/adwordspolicy/answer/1316548?hl=en>

#### We use Google AdSense Advertising on our website.

Google, as a third-party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on their visit to our site and other sites on the Internet. Users may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy.

We have implemented the following:

- Remarketing with Google AdSense
- Google Display Network Impression Reporting

We along with third-party vendors, such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions, and other ad service functions as they relate to our website.

#### Opting out:

Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising initiative opt out page or permanently using the Google Analytics Opt Out Browser add on.

#### Facebook

Additionally, we may use Facebook Custom Audiences to deliver advertisements to Website Visitors on Facebook based on email addresses and we may use information we collect from users to display advertisements from our Customers to their target audience of users. You can opt out of this by contacting us at [hello@salonology.uk](mailto:hello@salonology.uk)

For more information on this, and your options on a wider level, you might find these resources useful

–  
<http://www.aboutads.info/choices>

<http://www.youronlinechoices.eu/>

#### California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. – See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

According to CalOPPA we agree to the following:

Users can visit our site anonymously

Once this privacy policy is created, we will add a link to it on our home page, or as a minimum on the first significant page after entering our website.

Our Privacy Policy link includes the word 'Privacy', and can be easily be found on the page specified above.

Users will be notified of any privacy policy changes:

- On our Privacy Policy Page

Users are able to change their personal information:

- By emailing us

How does our site handle do not track signals?

We honour do not track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Does our site allow third party behavioural tracking?

It's also important to note that we allow third party behavioural tracking

## COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under 13, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under 13.

## Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify the users via email

- Within 7 business days

We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

## CAN-SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions.
- Process orders and to send information and updates pertaining to orders
- We may also send you additional information related to your product and/or service.
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred

To be accordance with CANSPAM we agree to the following:

- NOT use false, or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way
- Include the physical address of our business or site headquarters
- Monitor third party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email

If at any time you would like to unsubscribe from receiving future emails, you can

- Email us at [info@dermalessence.co.uk](mailto:info@dermalessence.co.uk) and we will promptly remove you from ALL correspondence.
- Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below.

[info@dermalessence.co.uk](mailto:info@dermalessence.co.uk)

41b Hoole Lane, Banks, Southport, PR9 8BD

07472981683

### DermalEssence Membership Terms and Conditions

Membership is subject to the terms and conditions listed below. Please print a copy for your records. If you decide you do not agree with the terms and conditions, please cancel your payment instruction BEFORE your first payment is taken. '

#### Terms

1. 'The Company' is DermalEssence, also referred to in the agreement as, '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.

2. The membership agreement is of 12 months duration (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. DermalEssence reserves the right to restrict the number of memberships available.

9. Additional services 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.

#### Force Majeure

1. A Force Majeure Event is defined as an event beyond the reasonable control of DermalEssence. These could include but are not limited to industrial disputes (whether involving DermalEssence 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, pandemic 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 is restricted to the named Member.
2. Attempting to book services on behalf of someone else will bring this agreement to an immediate end and a penalty of £200 becomes immediately payable.

## Benefits of Membership

1. Each membership carries a set of benefits. You should ensure that the membership you choose is appropriate for your needs.
2. The DermaFacialist Membership allows you one aesthetic grade facial per month which will always include a chemical peel and aesthetic grade masks, serums, and creams, skin needling and mesotherapy serums.

## Monthly payment

1. By purchasing the monthly payment option you are agreeing to the terms of this membership agreement. Payments are due monthly and will be collected by the Fresha booking system. You agree to maintain a monthly instruction with your bank for the amount due. Please do not cancel your instruction without contacting us first.
2. If your Bank fails to make the payment from your account when due DermalEssence will write or email to advise you of this. An administration fee of £20 will be charged for each failed payment.
4. If you cancel your payment instruction without giving us notice of cancellation (see "Cancellation" below) or making a new payment instruction, an administration fee of £20 will be charged for each failed 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 payment 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 DermalEssence 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. DermalEssence 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 services, we will refund your first payment in full.

c) If you have had the benefit of 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 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 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 payment 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. If you choose to communicate your cancellation by email, we strongly recommend calling on 07472981683 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, 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.

3. You agree to tell us immediately of any changes to your personal details including contact information.

#### Complaints

1. You may complain to us by emailing [info@dermaessence.co.uk](mailto:info@dermaessence.co.uk) using the email address that we hold for you. You should call us on 07472981683 to confirm that we have received your email.



