Terms & Conditions

Welcome to Jayne Taylor Aesthetics. We have outlined the terms on which Jayne Taylor Aesthetics provides services to its patients. It is important that you read and fully understand these before any treatments take place. If you have any queries please don't hesitate to speak to a member of our team.

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply services to you.

1.2 Why you should read them. Please read these terms carefully before you book any appointment. These terms tell you who we are, how we will provide services to you, how you and we may change or end this agreement, what to do if there is a problem and other important information.

2. Information about us and how to contact us

2.1 Who we are. We are Jayne Taylor Aesthetics a company registered in England and Wales. Our company registration number is 10660588 and our registered clinic is at 57a Highgate Road, Clayton Heights, Bradford, West Yorkshire. BD13 1ED.

2.2 How to contact us. You can contact us by telephoning 01274 965767 / 07717 758 707 or by writing to us at info@jaynetayloraesthetics.co.uk or the postal address in 2.1.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us on booking or by text message to a mobile phone number provided to us on booking.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails and text messages.

3. Our contract with you

3.1 When the contract commences. A contract will come into existence between you and us when, upon your request for a specific treatment offered by us, an initial consultation appointment detailing date and time ("the Initial Consultation") is provided to you by us. Your request and our provision of the Initial Consultation may be provided verbally (in person or by telephone) or in writing.

3.2 DEPOSIT required. You will be required to provide a deposit with your request for a specific treatment in order to secure the Initial Consultation and booking any further appointment. The deposit will usually be the sum of £30 but, depending on the costs of the treatment, we reserve the right to request a higher sum. The exact amount of deposit payable will be confirmed at the time of booking.

3.3 Additional deposit requirements. In the situation where you fail to attend the Initial Consultation, a further consultation date may be requested by you. However, it is at our sole discretion whether or not a further consultation appointment is provided and, unless 48 hours' notice is given in accordance with clause 7.2(a), you will be required to pay a further deposit to secure that appointment. The level of the further deposit will be at our sole discretion.

4. Providing the services

4.1 When we will provide the services. We will supply the services to you at the Initial Consultation and during any follow up consultations included in your treatment, or over a course of a set number or series of treatment appointments (a "Course(s)") commencing with the Initial Consultation, until we have completed the services. All treatments and Courses are as detailed in our information leaflets and on our website.

4.2 Continuity of services and training. We are unable to guarantee ongoing treatment with the same personnel, but continuity of care is accommodated wherever possible. All our nursing and therapy practitioners are trained and approved in accordance with our treatment protocols.

4.3 What will happen if you do not provide required information to us. It is your responsibility to ensure that we are provided with all relevant health related information prior to each treatment. Additionally, we may need other information from you so that we can provide the services to you, this will depend on the treatment to be undertaken. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.2(c)) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

4.4 Unfit for/unsuitable for/unlikely success of treatment. If we deem that:

(a) you are medically unfit, see clause 8.1; and/or

(b) you are unsuitable for your chosen treatment; and/or

(c) your chosen treatment is unlikely to be successful, we will inform you of the facts and reasons why we have reached this conclusion. If the Initial Consultation resulted in these findings, you will only be responsible for the cost of that Initial Consultation.

4.5 No Guarantee

We will provide the services with reasonable care and skill but no clinical procedure is entirely risk free and the results of any particular treatment cannot be guaranteed. Information on common complications can be found on our website.

5. Attendance at clinic and pre-treatment preparation

5.1 You are required to arrive at our clinic at least 5 minutes before your appointment time. Late arrival may result in a reduction to your treatment time. If you are running late, please telephone us and we will attempt to accommodate your late arrival, although we give no such guarantees and priority will be given to punctual clients with scheduled appointments.

5.2 We will inform you of any specific preparations you will need to carry out before your treatment. Failure to make such preparations may result in your treatment being delayed, time-reduced or incurring additional costs. Where continued non-compliance occurs, we reserve our right to end this contract and hence treatment, without prior notice.

6. Rights to suspend or make changes

6.1 Your rights to make changes. If you wish to make a change to the services or the date or time of the Initial Consultation please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6.2 Our rights to suspend or make changes.

(a) Temporary suspension and minor changes to the services. We may have to suspend or change the services:

- (i) due to circumstances beyond our control; and/or
- (ii) to reflect changes in relevant laws and regulatory requirements; and/or
- (iii) to implement minor technical adjustments and improvements.

These changes will not affect your use of the services and we will make every attempt to contact you to inform you of the cancellation and to re-arrange your appointment. We do not offer compensation in these circumstances.

(b) Long term/permanent suspension or significant changes to the services. In addition, we may have to suspend long term or permanently, or make more significant changes to the services, for example to change the prices for our services, but if we do so we will notify you and, should you wish, you may then contact us to end the contract and receive a full refund of any pre-paid treatments not provided at the suspension date.

(c) We may also suspend the services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 10.4), we may suspend supply of the services until you do pay us.

7. Your rights to end the contract

7.1 You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 What happens if you have good reason for ending the contract. If you are ending the contract for a relevant reason, set out at 7.2 (a) to (f), the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

(a) you inform us in writing or by telephone at least 48 hours before the Initial Consultation that you wish to change the date and/or time of the Initial Consultation or any follow up appointment date(s); or

(b) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 6.2(b)); or

(c) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed; or

(d) there is a risk the services may be significantly delayed because of events outside our control; or

(e) we suspend the services for technical reasons, or notify you that we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

(f) you have a legal right to end the contract because of something we have done wrong.

7.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we will retain the deposit paid under clause 3.2, as reasonable compensation for the net costs we will incur as a result of you ending the contract. In addition:

(a) if less than 48 hours' notice is given under clause 7.2(a) or any subsequent appointments are not attended, we will charge you a cancellation fee of \pounds 30 and any further bookings and/or continued treatment will be at our sole discretion and will require the payment of a further deposit, the level of which is at our sole discretion; or

(b) where your treatment is a Course, if less than 48 hours' notice is given of cancellation of any appointments in the Course we will require full payment for the cancelled appointment before any further appointments can be scheduled or attended.

8. Our rights to end the contract

8.1 Medically unfit. We may end the contract at any time, if we deem you medically unfit to undergo the treatment requested.

8.2 We may end the contract if you break it. We may end the contract at any time by writing to you if:

(a) you do not make any payment to us when it is due;

(b) you repeatedly miss appointments; or

(c) you do not, within a reasonable time of us asking for it, provide us with information under clause 4.3 which is necessary for us to provide the services.

8.3 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.2 we will refund any money you have paid in advance for services we have not provided but we will retain your £30 deposit, paid under clause 3.2, as reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9. If there is a problem with the services

9.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us.

9.2 Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights. Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

 \cdot you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

· if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

· if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

10. Price and payment

10.1 Where to find the price for the services. The price of the services will be the price set out in our price list in force at the date you book your Initial Consultation unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the services you order.

10.2 What our prices include and exclude. The price of the services include the Initial Consultation and the standard follow up consultations included in your treatment ("the standard treatment pathway"), as detailed in our information leaflets and on our website. We reserve the right to charge additional charges for any services falling outside the standard treatment pathway, which may include some follow up consultations but you will be informed of any additional charges prior to them being incurred. Please note that Course costs are fully detailed in our literature. Your booking of your Initial Consultation designates your understanding and acceptance of the price and your commitment to pay.

10.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order.

10.4 When you must pay and how you must pay. You must fully pay the price of the services either:

 on the day of the treatment or at the start of a courser to benefit from the course price reduction.
We accept payment with most major credit/debit cards, cash and Bankers Drafts. We are, however, unable to accept American Express cards or cheques from and Bank, Building Society or other organisation. 10.5 We can charge interest if you pay late. If you do not make any payment to in accordance with clause 10.4 we reserve all our rights to take action against you, including the right to pass the matter to a debt collection agency, and we will charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11. Our responsibility for loss or damage suffered by you

11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process. But, for the avoidance of doubt, we are not liable for any economic loss or for any other special, indirect or consequential loss or damage arising out of, or in connection with, its provision of the services to you including damage occurring as a result of your failure to provide us with any information required under clause 4.3.

11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

11.3 We are not liable for business losses. We only supply the services privately. We will have no liability to you for any loss of business profit, loss of business, business interruption, or loss of business opportunity.

12. How we may use your personal information

12.1 How we will use your personal information. We will use the personal information you provide to us to:

- (a) provide the services;
- (b) process your payment for such services; and

(c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

12.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

13. Other important terms

13.1 Smoking. Our premises are smoke-free zones, compliance is required by all visitors.

13.2 Time Limits. Where your chosen treatment(s) is in several parts or is a Course, all parts of that treatment or Course must be taken within 12 months of the Initial Consultation. Any parts of your chosen treatment not taken within 12 months will be forfeited along with any pre-payments made.

13.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date

13.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Ireland, you can bring legal proceedings in respect of the services.

13.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. We can provide details on request.

Appointment Cancellation Charges Policy

Payable in advance when booking appointments at our clinic:

For all clients booking an appointment with a Nurse or Practitioner: The clinic will request a £30 booking fee from all clients for all appointments with Nurses/Practitioners (both consultations and treatments). This fee is to secure the appointment time and will either be used as credit towards the treatment taken or will be refunded to the client, should they be unsuitable for treatment.

Cancellation charges are applicable in the following circumstances:

- Making contact within 48 hours of the scheduled appointment with a request to reschedule.
- Making contact within 48 hours of the scheduled appointment with a request to cancel.
- Failing to attend a scheduled appointment.

If a client has paid a £30 booking fee:

The clinic will retain the £30 to cover empty clinic time. A further £30 will be payable before a new appointment can be booked.

If a client has paid in advance for a consultation or treatment

The clinic will take the full advance payment as a fee. A further charge will be payable before a new appointment can be booked.

If the appointment in question is part of a course of treatments

The clinic will take the cost of the scheduled treatment as a fee. Not attending scheduled treatments as part of a course may impact the final result.

If an existing client cancels/rearranges within 48 hours of the scheduled appointment or fails to attend a scheduled appointment...

The clinic will request a £30 fee as payment for the missed appointment. This fee is non-refundable and will need to be paid before a new appointment can be booked.

Appointments may be rescheduled or cancelled by the following methods:

Telephone - 01274 965767 / 07717 758 707

Email - info@jaynetayloraesthetics.co.uk

Post – 57a Highgate Road, Clayton Heights, Bradford, West Yorkshire. BD13 1ED.

Cancellation Fee Terms and Conditions:

1. All clients of Jayne Taylor Aesthetics will be expected to agree to this 'Appointment Cancellation Charges Policy'. If a client refuses to sign & agree then Jayne Taylor Aesthetics reserve the right to not offer any treatment.

2. If the client would like to cancel a course of treatments and not pay a cancellation charge, then each treatment carried out up to the date of the cancellation will be charged at a 'single treatment' rate, the remaining money with then be refunded.

3. These cancellation charges apply to every appointment offered at Jayne Taylor Aesthetics, no matter the cost.

4. Clients who cancel or do not attend due to exceptional circumstances will still be required to pay the appropriate cancellation charge before their next appointment is made. Jayne Taylor Aesthetics will decide on a case by case basis whether to refund the charge.

5. Not receiving an appointment reminder via text/email is not considered a valid reason for not attending an appointment.

6. In certain circumstances, we reserve the right to request full upfront payment for an appointment. In this case, if the patient reschedules, cancels or does not attend the appointment, the money will not be refunded.

Reassessment appointments, or any appointment made as a result of genuine concerns about the treatment will also be free of charge. Jayne Taylor Aesthetics reserves the right to apply a charge, indicated in advance, for our time in some circumstances.

We will advise you of the time and date of your appointment. Nurses and Practitioners at Jayne Taylor Aesthetics are trained and approved in accordance with the company's treatment protocols.

Jayne Taylor Aesthetics do not guarantee continued treatment with a named Nurse or Practitioner, although Jayne Taylor Aesthetics will endeavour to accommodate continuity of care where possible.

Jayne Taylor Aesthetics ask that you arrive five minute before your allotted appointment time, in order to complete any necessary paperwork. Late arrival may result in your treatment time being reduced.

If you are running late, it is important you contact the clinic so we can try and alter your appointment accordingly. If you are late, your appointment may be delayed further by later appointments being seen on time.

Jayne Taylor Aesthetics will use its best endeavours to ensure that your appointment runs to time, however, there may be times when, for reasons beyond our control, your appointment is delayed. Very occasionally, due to unforeseen circumstances, we may need to cancel your appointment at short notice. In the unlikely event that this becomes necessary we will make every attempt to contact you to inform you of the fact and to re-arrange your appointment for a mutually convenient time. We do not offer compensation if it is necessary for us to cancel your appointment.

Prior to your appointment we will inform you of any preparations you might need to make prior to treatment taking place. Failure to make any such preparations may result in your treatment being delayed, your treatment time being reduced or extra costs being incurred.

Unless you have purchased a course of treatments, all treatments must be paid for at the time of the appointment and proof of your ability to pay may be required prior to any treatment taking place.

We accept payment by most major credit/debit cards and cash. We are unable to accept American Express cards.

If you have booked and paid for a course of treatments and subsequently are unable to complete the course, we will make a refund to you, calculated by deducting the full list price of all treatments taken from the course of treatments.

I understand that the Jayne Taylor Aesthetics reserves the right to refer non-payments to debt collection agents.

A contract is for a specific number of treatments and all treatments must be taken within twelve months of the date of purchasing the contract. The contract lapses on the first anniversary of the purchase date and all outstanding treatments will be forfeited.

We will always assess your suitability for treatment prior to any treatment being carried out. If we consider that you are unsuitable for the treatment you have enquired about, or if we consider that the treatment is unlikely to be successful, we will inform you of the fact and the reasons why we

have reached this conclusion. In these circumstances you will only be liable for the cost of the initial consultation, where applicable.

Jayne Taylor Aesthetics is not liable for any economic loss (including 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 goods and/or services to the client.

It is the client's responsibility to ensure that he or she provide Jayne Taylor Aesthetics with all relevant medical details prior to each treatment. Jayne Taylor Aesthetics will not be liable for any damage that occurs as a result of the client's failure to disclose such

Jayne Taylor Aesthetics cannot allow under 12's to come into the clinic unless accompanied by a responsible adult. Where an adult is receiving a consultation or treatment, an additional responsible adult must accompany a child under 12.

We do not offer purely cosmetic treatments (such as injectables) to anyone under the age of 18.

If you are approved for treatment and are aged between 18 and 21, we may ask that you take some time between your consultation and treatment to consider your decision fully. You will also need to provide proof of age e.g. by way of passport of driving licence.

Complaints Policy – A Summary

Jayne Taylor Aesthetics has a written complaints policy, including the stages of the process and the timescale we aim to achieve in dealing with any complaint.

A copy of our Complaints Procedure is available from reception, and a summary provided below:

• If you wish to lodge a complaint, the Company Director will be informed and will deal with the matter. If the complaint is made in person, you will be taken into a private area and time given to hear the comment or complaint in full.

• If the complainant is not the patient, written consent must be provided by the patient on whose behalf the complaint is being lodged.

• If the complaint is made in writing, the complaint will be recorded as such and the patient invited to lodge an official complaint, laying out in details the circumstances of the complaint. This will allow us to deal with the complaint in a recorded and structured manner.

This is a summary of the complaints procedure. A full version is available upon request.

Your comments and feedback are very important to us, please feel welcome to speak to a member of the Jayne Taylor Aesthetics or alternatively please feel free to make your comments anonymously on the client feedback forms located in clinic.

For further clarification of our Terms & Conditions, please contact Jayne Taylor – Company Director. Call 01274 965767 / 07717 758 707, email info@jaynetayloraesthetics.co.uk or drop into our medical clinic.

Website Usage – Terms and Conditions

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy, govern Jayne Taylor Aesthetics relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Jayne Taylor Aesthetics' or 'us' or 'we' refers to the owner of the website whose registered clinic is 57a Highgate Road, Clayton Heights, Bradford, West Yorkshire. BD13 1ED. Our company registration number is 10660588. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties: Username for log in details.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

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Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

Privacy Policy

Jayne Taylor Aesthetics is fully committed to protecting your privacy. All information collected on our website will only be used to process orders and provide you with a more personalised shopping experience. Any information passed through to Jayne Taylor Aesthetics is managed in accordance with the Data Protection Act 1998 and is passed through a secure connection. If a customer wishes for their information to be removed from our database, this should be requested in writing to Jayne Taylor Aesthetics at 57a Highgate Road, Clayton Heights, Bradford, West Yorkshire. BD13 1ED or via email to info@jaynetayloraesthetics.co.uk.

We may collect and process the following data about you:

• Information that you provide by filling in forms on the Website. This includes information provided at the time of registering to use the Website and purchasing goods.

• If you contact us, we may keep a record of that correspondence.

• Details of transactions you carry out through the Website and of the fulfilment of your orders and details of your visits to the Website.

Freedom of Information

The Freedom of Information Act 2000 provides any person with the right to obtain information held by Jayne Taylor Aesthetics, subject to a number of exemptions. Under the Act we are required to maintain a publication scheme, which provides public access to all of the information we routinely publish and to respond to ad hoc requests for information in a timely manner. If you cannot find the information you require on our website you may request it from us in writing.