

THE AESTHETICS DOCTOR

Terms & Conditions

1. INTERPRETATION

THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.

1.1 Definitions:

Aftercare Plan: recommended ongoing care and treatment, which the Patient needs to undertake after the treatment has been provided by the Supplier.

Business Day: a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Booking: the Patients order for Services as set out in the Booking Form, for which the supplier will provide written confirmation.

Commencement Date: has the meaning given in [Clause 2.2](#).

Conditions: these terms and conditions as amended from time to time in accordance with [Clause 10.10](#).

Consulting: giving expert advice to people working in a professional or technical field.

Consultation Fee: a non-refundable fee payable to the Supplier to secure the Booking.

Contract: the contract between the Supplier and the Patient for the supply of Treatments in accordance with these Conditions.

Data Controller: has the meaning set out in GDPR Article 24 and section 1(1) of the Data Protection Act 1998.

Data Subject: an individual who is the subject of Personal Data.

Email Confirmation: the emailed issued by the Supplier, confirming the Booking of the Treatment(s).

GDPR: General Data Protection Regulation.

Medical Assessment Form: document completed by the Patient disclosing to the Supplier relevant medical information. .

Patient: the person or firm who purchases Services from the Supplier.

Patient Default: has the meaning set out in [Clause 4.2](#).

Personal Data: has the meaning set out in GDPR Article 4.1 and section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Patient is the Data Controller and in relation to which the Supplier is providing Services under the Contract.

Prices: the Prices/charges payable by the Patient for the supply of the Services in accordance with [Clause 5](#) (Prices and Payment).

Price List: list including prices of treatments provided by the Supplier.

Processing and process: have the meaning set out GDPR Article 4.2 and section 1(1) of the Data Protection Act 1998.

Specification: the description or specification of the Treatment provided by the Supplier to the Patient.

Supplier: Dr. Ahmed El Muntasar trading as The Aesthetics Doctor, a company based in England and Wales.

Treatments: the range of Treatments (including aftercare), supplied by the Supplier to the Patient as set out in the Treatment Specification.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the **terms including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or **term** preceding those **terms**.

(e) A reference to **writing** or **written** includes faxes and emails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Patient to purchase Services in accordance with these **Conditions**.

2.2 The Booking shall only be deemed to be accepted when the Supplier issues written acceptance of the Booking at which point, and on which date, the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues/brochures or on their website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These **Conditions** apply to the Contract to the exclusion of any other **terms** that the Patient seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any prices listed on the Suppliers website are correct at the time of publishing but are subject to change. The Supplier reserves the right to change the Prices as when required. It is the Patients responsibility to check that the prices are correct at the time of Booking.

3. SUPPLY OF TREATMENT AND PROCEDURES

3.1 These Terms and Conditions apply to the Treatments which are specified upon the Suppliers website and detailed within the email confirmation.

3.2 The Supplier shall supply one, or a combination of a number of the Treatments and where applicable Aftercare Products to the Patient in accordance with the Treatment Specification.

3.3 The Patient is responsible for providing information on any health, medical or lifestyle information that may affect the treatment or results of the procedure.

3.4 The Patient is required to provide a completed Medical Assessment Form prior to their appointment, and in addition, to discuss any changes, concerns, or questions with the Supplier at their appointment.

3.5 During your consultation, The Supplier will discuss the Patient's desired results and recommend treatments. It is the Patients responsibility to ensure that any treatments or procedures agreed to within the appointment are affordable and that they have sufficient funds available to pay on the day of treatment.

3.6 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the email confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.7 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Patient in any such event.

3.8 Following the Treatment the Supplier will recommend an Aftercare Package, which the Patient will be required to follow. The Patient will be contacted within 48 hours of the Treatment (excluding weekends and Bank Holidays) by GetHarley to provide details of the bespoke skin care plan.

3.9 The Supplier warrants that:

- (a) the Treatments will be provided using reasonable care and skill;
- (b) they have the relevant training to provide the Treatments;
- (c) they have all relevant insurances to provide the Treatments, details of which are available upon request;
- (d) that the Products selected are done so using their expertise.

3.10 The Supplier endeavours to achieve significant results on many cases and strive to work with Patients to achieve their desired result. However, Patient's results may vary from person to person and results are therefore not guaranteed. Results can vary according to biological make up and response, diet, and lifestyle. Please also note the Supplier may recommend a change in Treatment programme during your course of Treatments to meet Patient's individual needs.

4. PATIENT'S OBLIGATIONS

4.1 The Patient shall:

- (a) provide a fully completed Medical Assessment Form;
- (b) ensure that the terms of the Booking Form and any information it provides are complete and accurate;
- (c) co-operate with the Supplier in all matters relating to the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Treatment(s), and ensure that such information is complete and accurate in all material respects;
- (e) ensure they have removed any and all make up prior to arriving for any Consultation;
- (f) ensure they attend all scheduled appointments on time. If the Patient fails to do so, and arrives more than 10 minutes late then then [Clauses 5.4](#) will apply;
- (g) consent to the Supplier taking before and after medical imaging for the purposes. The Supplier will not use such images on social media unless consent has been provided;
- (h) ensure they follow specific Aftercare Plan (sent by email) and advice provided by the Supplier;
- (i) not drink alcohol, attend the gym, or undertake physical exertion for a period of 1-14 days depending on the treatment, following the treatment;
- (j) comply with all applicable laws, including health and safety laws.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Patient, or by their failure to perform any relevant obligation (**Patient Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Treatment until the Patient remedies the Patient Default, and to rely on the Patient Default to relieve it from the performance of any of its obligations in each case to the extent the Patient Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Patient arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this [Clause 4.2](#); and

- (c) the Patient shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Patient Default.

5. PRICES AND PAYMENT

5.1 The Prices for the Treatments shall be as detailed on the Suppliers website (updated from time to time) and contained within the email confirmation and shall be payable as follows:

- (a) £50.00 (some Treatments may incur a higher cost which will be advised at time of booking) non-refundable Consultation Fee, payable at the time of booking. Please note that 50% of this amount will be deducted from the final cost of Treatment; and
- (b) the remainder of the agreed fee will be payable on the day of Treatment, following the Treatment being administered, and shall be by way of card machine.

5.2 With respect to the fee stipulated at [Clause 5.1\(a\)](#), 50% of this amount is used towards the agreed Treatment and the remaining 50% towards the bespoke skin care products, details of which will be sent to the Patient by GetHarley by way of email or WhatsApp, who will provide a link that contains the skincare plan.

5.3 Payment for the Prices (see [Clause 5.1](#)) will be directly to the Supplier in full and in cleared funds to a bank account nominated by the Supplier, and time for payment shall be of the essence of the Contract.

5.4 If the Patient arrives more than 10 minutes late for their appointment, they will lose their appointment and non-refundable Consultation Fee (see [Clause 5.1\(a\)](#)) and be required to rebook and pay a further fee.

5.5 All amounts payable by the Patient under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Patient, the Patient shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 If the Patient fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under [Clause 8](#), the Patient shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this [Clause 5.6](#) will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

5.7 The Patient will be liable for (and the Supplier is entitled to recover) any and all legal costs, charges and expenses incurred by the Supplier in recovering any outstanding and overdue sums from the Patient in relation to this Contract.

5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. DATA PROTECTION, DATA PROCESSING AND CONFIDENTIALITY

6.1 The Patient and the Supplier acknowledge that for the purposes of General Data Protection Regulation (GDPR), the Patient is the Data Controller and the Supplier is the Data Processor in respect of any Personal Data.

6.2 The Supplier shall process the Personal Data only in accordance with the Patient's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Patient.

6.3 The Supplier shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

6.4 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.

6.5 The Supplier warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:

(a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

- (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage; and
- (ii) the nature of the data to be protected.

(b) take reasonable steps to ensure compliance with those measures.

6.6 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this [Clause 6](#).

6.7 The Patient acknowledges that the Supplier is reliant on the Patient for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Patient's instructions.

6.8 The Supplier may authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor's contract:

(a) is on **terms** which are substantially the same as those set out in the Contract; and

(b) terminates automatically on termination of the Contract for any reason.

6.9 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

7. LIMITATION OF LIABILITY

7.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the **terms** implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

7.2 Subject to [Clause 7.1](#), the Supplier shall not be liable to the Patient, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill; and
- (f) any indirect or consequential loss.

7.3 Subject to [Clause 7.1](#), the Supplier's total liability to the Patient, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to 100% of the total Charges paid under the Contract.

7.4 The **terms** implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

7.5 All claims against Supplier must be brought within one 1 year after the cause of action arises and Supplier waives any statute of limitations which might apply by operation of law or otherwise.

7.6 This [Clause 7](#) shall survive termination of the Contract.

8. CANCELLATION

8.1 Without affecting any other right or remedy available to it, either party may cancel the Contract by giving the other party 72 hours written notice. If the Patient cancels the Contract (without rescheduling) at any point after booking, they will lose their non-refundable Consultation Fee in accordance with [Clause 5.1\(a\)](#). If the Patient notifies the Supplier of Cancellation of their appointment but wish to reschedule at any point prior to 72 hours before the appointment, they will be permitted to do so without incurring a further fee.

8.2 Without affecting any other right or remedy available to it, the Supplier may cancel the Contract with immediate effect by giving written notice to the other party if:

- (a) the Patient commits a material breach of any term of the Contract (and [Clause 9.1\(a\)](#) will apply);
- (b) the Patient fails to pay any amount due under the Contract on the due date for payment;
- (c) the Patient fails to proceed with treatment booked, with the Supplier retaining any such Consultation Fee, already paid.

8.3 Without affecting any other right or remedy available to it, the Patient may cancel the Contract by providing 7 days written notice to the Supplier if:

- (a) the Supplier commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 48 hours after receipt of notice in writing to do so;
- (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

9. CONSEQUENCES OF CANCELLATION

9.1 On cancelling the Contract:

- (a)** the Patient will be liable for the full cost of the Treatment if cancellation occurs in accordance with [Clause 8.2\(a\)&\(b\)](#) and will immediately pay to the Supplier the full amount of the agreed Treatment, upon receipt of invoice;
- (b)** all of the Supplier's outstanding unpaid invoices and interest and, in respect of Treatments supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Patient immediately on receipt.

9.2 Cancellation or expiry of the Contract shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of cancellation or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of cancellation or expiry.

9.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after cancellation or expiry of the Contract shall remain in full force and effect.

10. GENERAL

10.1 Intellectual Property Rights

- (a)** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by the Supplier.
- (b)** You agree to grant the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Treatment(s) to you.

10.2 Force Majeure

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, acts of Governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, accident, pandemics, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, power failure or any other cause beyond its reasonable control.

10.3 Assignment and other dealings

- (a)** The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b)** The Patient shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

10.4 Notices

- (a)** Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or sent by email to the address specified in the quote or order.
- (b)** Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

10.5 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

10.6 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.7 No Partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

10.8 Entire agreement.

- (a) The Contract constitutes 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.
- (b) Each party acknowledges that in entering into the Contract 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misrepresentation] based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

10.9 Third Parties' Rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any **term** of the Contract.

10.10 Variation

The Supplier reserves the right to amend these **Conditions** from time to time. The current version will be available upon the Suppliers website and available for the Patient to agree at the point of booking.

10.11 Governing law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10.12 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

11. COMPLAINTS

If the Patient wishes to make a complaint about the experience or procedure, the Supplier will endeavour to resolve it as fully and as rapidly as possible. Complaints in the first instance can be made directly by emailing us at info@theaestheticsdoctor.com. The Supplier will work hard to arrive at a satisfying resolution. Please allow up to 7 working days for a full response and plan of action. The Supplier will always handle your complaint fairly, courteously, and confidentially.