

## The Babington Clinic Terms and Conditions 2022

### Terms of Engagement

The Babington Clinic provides non-invasive cosmetic and aesthetic treatments carried out by a Nurse Practitioner registered with NMC. Terms of service and financial arrangements are directly between The Babington Clinic and the Client, rather than third party. Should there be a potential for conflict of interest with a client, the contract will be terminated, for example a client transpiring to be both an NHS and Clinic Client.

Assurances will be given to possession of evidence of training, indemnity insurance and clearance through the Disclosure and Barring Service.

The Babington Clinic makes no claims to be a substitute for your own GP, dermatology, or other specialist advice.

### Booking An Appointment

All patients are required to provide personal details; including name, date of birth, address, telephone, and email, to secure an appointment. All Patients are required to complete a secure online medical history questionnaire prior to their first appointment and at each subsequent appointment if there are any changes. This is necessary to keep you safe and inform the consultation and treatment planning process. All information will be treated as confidential and protected in accordance with Data Protection legislation. Be aware you will also consent to your information being shared with The Babington Clinic Insurance Company should any complaint or claim arise. Data on your health may be shared on a need to know basis within other Health Care and Social Care Professions if The Babington Clinic believes that it is line with safeguarding best practice.

When you make an appointment with The Babington Clinic you will be asked for your credit/debit card details to secure your booking. These details are processed directly through Stripe pay merchant and are not held on within our booking system. Patients that are new to our practice are required to have an initial Clinic consultation before any treatment or service can be provided. For any reason that the clinic is unable to receive patients in the clinic, but remains open for business, consultations will be provided through an online secure-server video software. You will be sent a separate email with details of how to join this video consultation at the time of booking. A consultation, treatment plan and any prices quoted will remain valid for a period of up to 1 month from the consultation date. Any consultation fees held on account will remain valid to

be used towards any treatments or in-clinic skincare for a period of up to 1 months from the consultation date.

The Babington Clinic is committed to exceeding your expectations with exceptional service throughout the course of your treatments. We would recommend when booking or rescheduling your treatments to do so as far in advance as you can, so we can facilitate your every need and ensure product stock supply. Unfortunately, when booking or rescheduling appointments within a shorter timeframe we cannot always guarantee your treatment appointment/product.

### **Cancellations and Rescheduling**

The Babington Clinic requires 48 hours' notice to reschedule or cancel all appointments. This is due to a high number of clients failing to notify The Babington Clinic with sufficient notice.

If less than 48 hours notices are given, The Babington Clinic will regrettably charge your card on file used to secure appointment booking as set out in booking terms and conditions.

If you need to reschedule your appointment, you can do this via the booking system with your own log-in supplied at time of booking or confirmation of appointment, or email [emma@thebabingtonclinic.co.uk](mailto:emma@thebabingtonclinic.co.uk)

If you fail to attend a Consultation appointment (No Show) for any reason without any notification, you will forfeit the booking fee held on account and it will be processed to pay for wasted appointment time. You will need to pay a consultation fee again should you wish to re-book this appointment.

If you fail to attend a treatment appointment (No Show) for any reason without any notification, we reserve the right to invoice you as notified when booking the appointment payable to us within 7 days, (normally up to 30% of treatment cost).

That aside, we do also care about your health and well-being; please DO NOT attend the clinic for an appointment if you are unwell. If you are unsure, please email and discuss. Many treatments are contraindicated if you are unwell; this includes viral/bacterial infections, cold sores, or local skin infections, as well as if you have/are experiencing any Covid-19 symptoms or have had a positive Covid-19 test result, within 14 days of your appointment. In this and similar

circumstances, the cancellation policy will not apply, unless it is seen as a regular occurrence.

## **Review Appointments**

Routine review appointments are offered after treatment with Botulinum Toxin as a courtesy, not for routine 'top-ups'. If you are unable to attend the review appointment at 2-3 weeks, no treatment adjustments can be provided once the review period of 2-3 weeks has passed.

## **Payment Methods**

The Babington Clinic accepts payment via automated booking system, cash, Visa, Visa Debit, Mastercard. We do not accept American Express as a form of payment. Finance options not available. Full payment for services is required at treatment appointment. Private medical insurance is not accepted.

## **Prepaid Treatments**

If you pre-pay for treatments in full you will avail of a discounted price. There is no refund on pre-pays, and they are not transferable to other individuals, treatment areas or clinics. Pre-paid treatments are valid for the 6 months from purchase.

48 hours' notice is required for any pre-paid appointment cancellations. If you cancel a pre-paid appointment within 48 hours, or do not attend the appointment, the treatment will be forfeited. (Please see cancellation policy). You agree to these terms by purchasing pre-paid treatments.

## **Gift Cards**

These conditions apply to use of our Gift Card issued by The Babington Clinic. Purchasing or using the gift card means that you accept these conditions.

We may, in its complete discretion, refuse to sell gift cards to any person at any time for any reason.

If you let another person use your gift card, you must tell them that they will be bound by these conditions. The gift card may only be used to purchase goods or services at The Babington Clinic from which the gift card was purchased.

Gift cards cannot be redeemed for cash, returned for a refund, have their balances consolidated to a new gift card and are not legal tender, account cards, credit or debit cards or securities.

Anyone holding the gift card can use its value to make purchases, so your gift card should be kept secure. If your gift card is lost or stolen, immediately report this to The Babington Clinic from which it was purchased. We may be able to stop gift card value being used but we take no responsibility and are not liable for any loss suffered by you because of a lost or stolen gift card.

We may replace a faulty, lost or stolen gift card at our absolute discretion. Any replacement gift card will have the same unused value (at the time of replacement). Gift cards will be void if they are defaced, mutilated, altered or tampered with in any way. We may subject gift cards to verification and security checks at our absolute discretion.

We may cancel any gift card, or the gift card scheme, for any reason at any time without notice. If so, we may either provide a refund or a replacement gift card of equivalent value unless we reasonably suspect fraud in relation to a gift card. The gift card remains the property of The Babington Clinic.

The Babington Clinic Gift Card expire 12 months from the date of purchase.

## **Guarantees and Refunds**

Your practitioner will discuss treatment expectations at your consultation and will strive to achieve the best result for you. However, treatment results may vary from person to person and no guarantee of an exact result can be provided. This is due to individual skin types, conditions, age and degree of ageing appearance.

Fees charged for treatment are for the delivery of a treatment and the accompanying service, which is inclusive of; consultation and assessment, provision of information and advice, safe treatment with evidence based products, follow up appointments and aftercare advice and support as appropriate. Whilst we strive to provide excellent service; factual, honest and ethical advice, safe, expert treatment in experienced hands and only the best products, we cannot guarantee your results and cannot offer refunds if the results achieved fail to meet your expectations. You will be required to sign a consent form prior to treatment to show that you have received information and understand the risks/benefits.

Treatments/services are not transferable to other individuals or clinics.

We require at least 48 hours' notice to be given for any appointment cancellation. In the case of pre-paid treatments, the full cost of treatment will be forfeited.

All items & purchases are non-refundable. This does not affect your statutory rights.

We wish for every patient to have a 5 star treatment and experience with us every time they visit us. Any feedback is much appreciated, both positive and negative, and is used to continually improve the quality of our service. You may submit feedback verbally, via email, the post, google business reviews, Facebook reviews, and via my booking website. A copy of our Complaints Policy is available on request.

### **Treatment Packages**

When purchasing a course of treatments, you will avail of a special discounted rate. Prices quoted are based on pre-paying for a course of treatments. Clients must advise the staff at the time of booking and upon arrival at each appointment of the area that has been removed from the package. No reduction in price is available where areas have been removed from the package. Payment must be made in advance. Photo ID may be requested.

### **Cosmetic Injections**

A deposit is paid in the form of a booking fee in advance for all cosmetic injection treatment bookings and bookings must be made in advance.

Cosmetic injection clients must be deemed medically fit and suitable for treatment, following a consultation with one of our injectors.

The price is based on ml of dermal filler as recommended for the client by the treating Nurse. This may be an approximation.

Products purchased in a package can only be used in one appointment and packages cannot be split over appointments.

Clients may require less or more units/ml to treat the selected area. If a client requires more than the maximum number of units/ml to treat the selected areas, additional payment will be required. No refunds or reduction in price will be allowed if a client purchases a package but does not, or cannot safely, use all the product units/ml in the package in the one appointment.

The number of units administered will solely be at the discretion of the medical practitioner prescribing the product.

### **Children and Young Adults**

We do not treat children or young adults under the age of 18. We regret that we are unable to allow children to remain unaccompanied in the building and for safety/insurance reasons, children are not allowed in the treatment rooms at any time. Please visit alone. You may be asked for proof of age.

### **Photography**

At each appointment you will be required to provide verbal consent for your practitioner to take and store before and after photographs of each treatment area for insurance and medical aesthetics record.

### **Before and After Campaigns**

The Babington Clinic would like to collect and process:

(a) photographic images; and (b) video recordings; and (c) audio recordings; and (d) written testimonials (“the Material”) from you for creating educational and promotional material.

To the extent that this material contains information about your medical diagnosis and treatment, it would be regarded as sensitive data, which by law requires your explicit consent to allow us to process it.

If chosen to participate in this campaign, you will be required to confirm that you agreed to the publication of the material by The Babington Clinic both now and in the future.

By signing the release, you agree that we may use the material for promotional and informational purposes.

You grant The Babington Clinic the right to use the material on its websites and in publications for use in its clinics and generally, which may include, but is not limited to media, posters, newsletters and newspapers, catalogues, video collages, etc.

You grant The Babington Clinic the right to disclose the material to third parties and media.

You understand that we may, and have the right to, crop and/or collage the material with others and understand that the material may be transmitted over the internet.

You agree that by signing the form, you release and forever discharge The Babington Clinic, its agents, officers and employees, from any and all claims and demands arising out of or in connection with the use of the material, including but not limited to, any and all claims for invasion of privacy, defamation, or financial compensation and you waive all moral rights that you may have in the material.

### **Non-Smoking Premises**

Smoking is not permitted inside, directly outside or on clinic premises.

### **General Data Protection Regulations (GDPR).**

We are required by law to ask your permission to record and process any personal or sensitive data under the General Data Protection Regulations (GDPR). Our Data Protection Officer is Emma Goldsmith.

The data we collect from you will contain your personal and sensitive data. Your personal information includes your name, date of birth, and contact details. Sensitive data includes your medical history and medical treatment records, prescriptions, and personal treatment photos.

We need to collect, document and process your personal and sensitive data for lawful medical record keeping in order to provide you with our services, as well as to communicate with you regarding the services we provide.

Personal and sensitive data is collected and processed by our staff in the UK in relation to your treatments and care at The Babington Clinic Ltd. This is stored electronically, with password encryption, and/or on paper based records that are stored securely. Only select 3rd party companies will have access to process your personal data, and only where necessary to provide you with the services you receive at The Babington Clinic Ltd, such as pharmacists for prescription based treatments, and calendar booking services in order to hold your appointment information. Electronic personal data may be held on servers inside and outside the European Union and we have assured contracts in place that your data is not processed and is only stored securely.

Occasionally we would like to use your name and email address to inform you of our future offers and similar products. This information is not shared with third parties for this purpose, and you can unsubscribe at any time via the

unsubscribe link, phone, email or our website. We will ask you in the clinic if you would like to opt in to receive such emails.

As part of lawful medical record keeping, we will keep your personal and sensitive data for a minimum of 10 years after your last treatment or contact with The Babington Clinic, after which time it may be destroyed. Your information we use for consented marketing purposes will be kept with us until you notify us that you no longer wish to receive this information.

If at any point you believe the information we process on you is incorrect, or you wish to request to see this information and even have it corrected or deleted, you can contact the Data Controller. If you wish to raise a complaint on how we have handled your personal data, you can contact our Data Protection Officer who will investigate the matter.

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law, you can complain to the Information Commissioner's Office (ICO).

## **Use of Website**

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

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

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 purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors fully 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.



This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, and graphics. 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).