

## Beauty by Rebecca Skincare Club Terms and Conditions

Membership is subject to Beauty by Rebecca Skincare Club terms and conditions. Please send a copy of this to yourself or print out for your records.

### 'Beauty by Rebecca SKINCARE CLUB' MEMBERSHIP AGREEMENT Terms

1. 'The Company' is Beauty by Rebecca, also referred to in the agreement as 'BBR', '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. You should print a copy of this Agreement for future reference and a copy will be emailed to you following purchase.
2. The membership agreement is of 12 months duration (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.
7. The Monthly Payment Option is only open to those who have been customers of Beauty by Rebecca for a minimum of 3 months.
8. Beauty by Rebecca reserves the right to restrict the number of memberships available at each tier or across the whole Club without notice or explanation.
9. Additional services and products over and above your annual entitlement will be charged at the current tariff or list price and do not form part of this agreement.
10. You may upgrade any service included in your entitlement by paying the difference between your included entitlement and the current tariff or list price for the relevant service.
11. Your SPF included will be drawn from those brands and lines normally stocked in the salon. Included products are of regular retail size and will be those recommended as necessary by your Therapist.

## Force Majeure

1. A Force Majeure Event is defined as an event beyond the reasonable control of Beauty by Rebecca. These could include but are not limited to industrial disputes (whether involving BBR or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
2. We shall not be liable to you as a result of any failure to perform our obligations under this agreement as a result of a Force Majeure Event.

## Membership

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

## Monthly payment

1. By purchasing the monthly payment option you are agreeing to the terms of this membership agreement. A copy of these terms will be emailed to you following your purchase.
2. Payments are due monthly and will be collected via Stripe on the same date every month you set up your payment. You agree to maintain the payment for the amount due. Please contact us if you wish to cancel your payment.
3. If payment fails when due, Beauty by Rebecca will write or email to advise you of this, you must remedy this situation and provide valid payment with 7 working days.
4. If you cancel your payment instruction and have received treatments that exceeds the total value paid you will be invoiced and required to make immediate payment for the difference outlined.
5. Should the Company be obliged to institute legal proceedings against the Member arising from breach of the terms of this Membership Agreement, including but in no way limited to their failure to pay any amount due by the due date, the Member acknowledges that they shall be liable for all tracing fees, collection commission and legal costs as may be allowed by the Court.
6. The Company may disclose personal particulars contained in the Membership Agreement to a credit reference agency or any other party necessary in obtaining settlement of arrears.
7. 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.
2. If you have had the benefit of any services or products up to and including the date you cancel your membership you must pay the difference between your monthly membership payment and the total tariff or list price of the products and services received.

3. If you have had no products or service we will refund your payment in full.
4. If you have had the benefit of products or services totalling an amount less than the amount of your payments, we will refund the difference in the form of non-transferable vouchers valid against future service with an expiry date of 6 months following cancellation.
5. This is not a credit agreement and you may cancel your membership at any time. You must give us immediate notice of your cancellation.
6. 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.
7. 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.

#### 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. In the event a level of membership is discontinued we will renew your membership on the closest equivalent level. If you choose to communicate your cancellation by email we strongly recommend calling on 07718 048814 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, Beauty by Rebecca and current offers and promotions by email, SMS or by post.
3. 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.