



SUGARBIRD  
aesthetics

## TERMS & CONDITIONS



076 955 7617



@sugarbird\_aesthetics



Eikestad Mall, Stellenbosch

# TERM & CONDITIONS

Below are the terms and conditions according to which Sugarbird Aesthetics provides its customers with services, which include the provision of treatments and products. Before arranging a consultation or buying a service or product from us, please ensure that you have read and understand these terms and conditions. Any acceptance of the provision of a treatment or service or use of a product provided by Sugarbird Aesthetics shall be deemed to be an acceptance of the Sugarbird Aesthetics terms and conditions as set out in this document by the customer.

## GENERAL CONDITIONS

All treatments entail some level of risk, and the results may differ from person to person. Consequently, the results of a treatment cannot be guaranteed.

It is important that you are informed of, and thoroughly understand the potential risks, adverse effects, and unintended consequences of the treatments; which, while uncommon, include but are not limited to, allergic reactions, skin sensitivity, skin irritation, skin breakouts, inflammation, scarring, redness, and hyperpigmentation.

The likelihood of experiencing such adverse effects increase significantly when:

- an individual is subjected to UV rays from the sun,
- makes use of insufficient skin care products,
- does not practise adequate personal hygiene, or
- is subjected to other potential causes that have not yet been identified.

Throughout the treatment, you will be instructed to adhere to the prescribed pre- and post-treatment home care guidelines. Even with a test patch (when necessary), there is still a possibility that you may have an adverse response or side effect during or after the course of treatments. Therapists and personnel at Sugarbird Aesthetics maintain the right to determine whether a client is fit for treatment and to refuse treatment if deemed unsuitable. In its sole discretion, management has the right to deny service to any customer without justification.

We all love kids; however, due to health and safety concerns, please avoid bringing children to Sugarbird Aesthetics when receiving a treatment. Where this is not possible, please ensure that another adult is present to supervise the child while the client receives treatment. Where a child is not subject to the supervision of another adult, Sugarbird Aesthetics maintains the right to cancel the therapy, and you may lose the deposit or the service. We appreciate your cooperation.

## APPOINTMENTS

Sugarbird Aesthetics will do everything possible to ensure your appointment takes place as scheduled; however, if Sugarbird Aesthetics needs to cancel or reschedule your appointment, we will notify you as soon as possible. All new patients are asked to arrive ten minutes before their scheduled appointment to do the necessary paperwork and ensure that they are relaxed and prepared for their session.

Appointments for treatments are scheduled based on availability. The following are the several ways to schedule an appointment:

- In Person – at our venue shop 207D in Eikestad Mall.
- By Telephone – contact us on 076 955 7617

## **CANCELLATION POLICY**

We recognise that emergencies occur, and accordingly appointments may, subject to specific circumstances and at the discretion of Sugarbird Aesthetics, be postponed and redeemed at a later date. If you are unable to make your appointment, please notify us as soon as possible.

To provide us time to reschedule your appointment with another client, a minimum of 24 hours' notice for cancellations must be provided.

If you do not cancel your appointment within 24 hours, we retain the right to forfeit a pre-paid treatment/voucher and redeem the total cost of the appointment value.

Repeated & "no shows"; and last-minute cancellations will necessitate payment of the entire treatment cost at the time of booking to ensure any future appointments.

Sugarbird Aesthetics has the right to deny further appointments to patients with three missed appointments.

## **LATE ARRIVAL POLICY**

We maintain a strict appointment schedule and strive to be punctual. If a client is running late, we will do our best to fit them in as we recognise that life is full of unforeseen circumstances.

Late attendance to your appointment may however result in a treatment reduction or appointment forfeiture.

Nonetheless, please consider the following:

- Our treatments cannot be rushed, we may not be able to offer the complete treatment if you are late, but you will still be billed for the entire session.
- If you are more than 15 to 20 minutes late and the next client has arrived, we will see the next client and try to accommodate you at a later time only if it is feasible.
- If a client arrives late and misses their whole appointment, and it is time for the next clients' appointment, we will move on to the following client. We will try to accommodate the client at a later time but only if feasible; alternatively, the client will need to reschedule.

## **REFUND POLICY**

As a result of the nature of our business, we adhere to a stringent cancellation policy, namely:

- Any deposit or payment made to Sugarbird Aesthetics is non-refundable under any circumstances. Therefore, refunds are not offered for package treatments, promotions, or gift vouchers.
- We do not provide a refund if you change your mind about the items or services you purchased.
- We do not refund or transfer/exchange services or items acquired at promotional or total prices.
- If you win or buy a gift voucher at Sugarbird Aesthetics, the voucher is non-refundable and valid for one year from the date of purchase.

## **PROMOTIONS, PRICING, PACKAGE TREATMENTS & GIFT VOUCHERS**

Sugarbird Aesthetics often gives promotional offers on our products and services, in which customers have the opportunity to obtain existing or new goods and services at a discounted cost.

These promotions are subject to the following terms and conditions:

- Gift vouchers and package treatments bought in-store from Sugarbird Aesthetics are not exchangeable for cash or transferable in whole or in part to other people.
- Gift vouchers that do not specify a particular procedure or item will be accepted as payment for our in-store services and any products we provide.
- Gift vouchers that specify a particular service or item may only be used for that for which it is specified.
- Promotions are only available for a short time and may only be bought during the promotion period; extensions are not permitted.
- Promotional pricing is only applicable to specific treatments and excludes any additional services and items indicated in our treatment and price guide or on our website.
- If you are offered a price during a promotional time and choose not to accept it, we have the right to no longer honour that quotation after the promotional period has ended.
- We retain the right to discontinue a promotion or alter the prices of our services and goods at any moment without prior notice or advertising.
- All social media competition winners, including Facebook, Instagram, Twitter, etc., have 28 days to collect their reward.
- The cost of treatments may vary from client to client depending on customised programmes and product or service suggestions made for particular requirements.

## **PHOTOGRAPHIC RELEASE POLICY**

Sugarbird Aesthetics may, from time to time, desire to gather photographic or other digital proof of the usage and success of its products and services from its users and clients for its own business, marketing, advertising, and promotional reasons. In such a case, we will advise you before or at the time of your visit of our plan to collect photographic or other digital evidence. You may choose to provide your consent at that time or decline to do so. Without your previous written agreement, we will never take photographs of you during a scheduled visit, consultation, or treatment with us.

Photographic or other digital evidence includes but is not limited to still photography, audio or visual recordings, film, and video. If you provide written authorization for us to gather photographic or other digital evidence of you, we shall do so in line with the terms and conditions of Sugarbird Aesthetics as set out below.

When you provide written consent, you waive all rights you may have to the photographic or other digital evidence and grant Sugarbird Aesthetic the absolute right and permission to the copyright, intellectual property, and other proprietary rights for the ownership, retention, use, reuse, and publication of the photographic or other digital evidence, whether in print or digital medium, in which you may be depicted or included, in whole or in part, or composite or manipulated. Sugarbird Aesthetics may use these photographs or digital evidence in any format, now or in the future, for marketing, advertising, and promotional purposes, whether as works of art, for trade, or any other authorised purpose.

By giving your written consent, you also give up all rights to review or approve the final products of photographic or other digital evidence, as well as any print or digital publications that may be used in conjunction with such evidence or the potential applications to which it may be put. You expressly relinquish all claims of responsibility against Sugarbird Aesthetic related to the acquisition of the picture, other digital evidence, or any processing or publishing that may follow.

## **INDEMNIFICATION & LIABILITY**

Before treatment, all clients will be required to read and sign the Sugarbird Aesthetics terms and conditions. We cannot provide treatment without your written permission.

By accepting our terms & conditions, you agree to indemnify us (Sugarbird Aesthetics, owners, shareholders, landlords of the Sugarbird Aesthetics premises, the applicable skincare supplier, therapists and employees, fellow clients, and any person connected, directly or indirectly, with the operation of Sugarbird Aesthetics) against all losses, costs, claims, liabilities, damages, demands, and expenditures sustained or incurred by us and as a consequence of any claim brought against us by a third party.

We do hereby exclude all liability associated with the Sugarbird Aesthetics' website, its material, our products, treatments and any other services provided, including liability for negligence and any damages from such use.

By completing our informed consent form, you consent to all of Sugarbird Aesthetics' terms and conditions and everything indicated in the consent form itself, for all treatments.