



VIP MEMBERS CLUB TERMS AND CONDITIONS

1 Information about us and these terms and conditions

- 1.1 We are GSN AESTHETICS Ltd, a company incorporated in England and Wales with company number 10359474.
- 1.2 When you submit a VIP Members Club subscription application, that VIP subscription will be subject to these terms and conditions (T&Cs). The VIP subscription form, together with the T&Cs, form the Agreement between us and you. Please read these T&Cs carefully before you sign-up and start to use your VIP subscription as these will apply to your use of it.
- 1.3 When we refer to “you” or “your” in these T&Cs, we mean the individual named on the VIP subscription Form.
- 1.4 You can contact us by telephoning our customer service team on: 07766075949 or by emailing us at gsnaesthetics@icloud.com
- 1.5 You must be at least 18 years of age to become a VIP Members Club subscription member.
- 1.6 The minimum membership term is 12 months.

2 VIP Members Club Form

- 2.1 The VIP Members Club subscription form is an offer for you to become a member of our VIP Members Club subscription subject to these T&Cs. Your VIP Members Club subscription form is only accepted when we process your payment, at which point your VIP Members Club subscription will begin. We reserve the right to refuse to accept any VIP Members Club subscription application for any reason.
- 2.2 You must ensure that the information you provide to us (including the details on the VIP Members Club subscription form) is correct (and inform us if any information changes) and co-operate with us in all matters relating to your VIP Members Club subscription.
- 2.3 Your VIP Members Club subscription is personal to you and you may not transfer your rights or obligations under the Agreement to any other person without our prior written agreement.

3 VIP Members Club subscription and Benefits

- 3.1 During, and as part of, your VIP Members Club subscription, you will have access to benefits and content available in the VIP subscription area on our website and otherwise made available by us (Benefits).
- 3.2 To take advantage of any Benefits available through the VIP Members Club subscription area on our website you will need to register for an account by contacting us via telephone or email and completing a VIP Members Club subscription form.
- 3.3 We reserve the right to suspend or terminate your account at any time if we reasonably suspect you are in breach of any applicable terms of this agreement.
- 3.4 We may review and update our Benefits, and reserve the right to amend, remove or replace any Benefits as we see fit.
- 3.5 We may provide information on, referrals to, or discounts or recommendations for, products or services provided by third parties. We have no control over those third parties, or their products or services, and we are not responsible for those third parties or their products

or services. You use the products or services of such third parties at your own risk, and any contract will be with them, and we are not responsible for your relationship with them.

3.6 Any content provided as part of our Benefits is for general information and guidance only. Although we make reasonable efforts to update content, we cannot guarantee that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such content, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. We make no representations, warranties or guarantees, whether express or implied, that the content provided as part of our Benefits is accurate, complete or up to date.

4 Duration, fees and payment

4.1 Your VIP Members Club subscription runs for 12 months (VIP Members Club subscription Term) and this Agreement shall automatically expire at the end of the VIP Members Club subscription Term.

4.2 Your VIP subscription fee is set out on the VIP Members Club subscription form, and is payable on a monthly basis by direct debit. The VIP Members Club subscription fee is broken down into 12 equal payments, payable in advance of each month during the VIP subscription Term.

4.3 We only accept payment by direct debit.

4.4 You need to be in credit to the amount due at each toxin treatment. If you start your membership late/in between Toxin treatments, you will have to pay the difference between your credit on account and the cost of your treatment.

5 Your right to cancel the Agreement because you have changed your mind

5.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Consumer Contracts Regulations) you may cancel the Agreement within a period of 14 calendar days (Cancellation Period) from the date your agreement was set up.

5.2 You must inform us of your decision to cancel by using one of the following methods within the Cancellation Period:

5.2.1 Calling customer service on 07766075949; or

5.2.2 Sending an email to gsnaesthetics@icloud.com; or

5.2.3 Sending written notice to us by post to: GSN Aesthetics, 1st Floor, Tek & Co, 32 Wellington Parade, Blackfen Road, Sidcup DA159NB. On valid cancellation in accordance with this clause 5, you will be entitled to a full refund of any monies paid by you for the VIP subscription minus any treatment cost you may have had up to the date of cancellation, at full treatment price. If you cancel your agreement mid-term, you will not qualify for the 10% discount on the cost of your toxin treatments. You will also not qualify for 10% discount on the cost of other treatments.

5.4 Refunds will be made by bank transfer and will be paid within 14 calendar days of you informing us of the cancellation.

5.5 Your right to cancel under this clause 5 and obtain any refund will be lost if you use your VIP Members Club subscription or any of the Benefits that have been provided to you as part of your membership, during the Cancellation Period.

5.6 For further details of your rights under the Consumer Contracts Regulations you can

visit your local Citizens' Advice Bureau or visit the Competition and Markets Authority website.

6 Your right to end the Agreement because we have done something wrong

6.1 If you are ending the Agreement because you have a legal right to end the Agreement because of something we have done wrong you must notify us in writing and the Agreement will end immediately and we will refund you in full any sum you have paid which relates to the period after the date of termination (see clause 5.2.3).

7 Our right to end the Agreement

7.1 We may terminate this Agreement if

7.1.1 you do not make any payment to us when it is due; or

7.1.2 you break any other important term of our Agreement.

7.2 Where we terminate this Agreement for the reasons set out in clause 7.1 we shall notify you of this in writing and the Agreement shall end immediately. You shall not be entitled to any refund of money paid, and, where you are paying your VIP Members Club subscription fee monthly, the full amount that remains outstanding shall become immediately due and payable by you.

8 Consequences of ending the Agreement

8.1 Where the Agreement ends, for any reason, your VIP Members Club subscription (as well any rights to use or enjoy Benefits, will automatically terminate, our and your liabilities as at termination shall be unaffected, and clauses which expressly or by implication survive termination shall continue in full force and effect.

9 Data protection and security

9.1 Details of how we protect and use personal data are set out in our privacy notice at <https://gsnaesthetics.co.uk/>

10 Intellectual property rights

10.1 We (and/or our licensors) own or license all copyright, trademarks, designs rights and other intellectual property rights in the Benefits and any other content made available by us, and we grant you a licence to use such content in accordance with this Agreement for the purposes of your VIP Membership.

11 Limitation of our liability

11.1 Nothing in these T&Cs excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

11.2 If we fail to comply with these T&Cs, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Agreement 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



Agreement was made, both we and you knew it might happen

11.3 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to your VIP Members Club subscription, whether express or implied.

11.4 VIP Members Club subscription is for your own personal use and is not to be used by you for any commercial or business-related purposes. If it is we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12 Changes to these T&Cs

12.1 Where it is necessary to change these T&Cs, we shall give you at least 14 days' notice. If such change materially alters your position as a consumer, we shall give you the option to cancel your VIP subscription and receive a refund of any monies paid by you which relates to the period of the VIP Members Club subscription term after the date of termination

13 Governing Law

13.1 These T&Cs are governed by English law, and you can bring legal proceedings in respect of your Agreement with us in the English courts.

14 Loyalty points scheme and other discounts

14.1 GSN Aesthetics also operates a loyalty points scheme. No loyalty points are awarded for treatments or benefits that are part of your VIP Membership or for the purchase of Packages from our website.

14.2 You cannot use other discounts in conjunction with the VIP Members Club discount for your Toxin treatments or any other treatments.