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# SOPH AESTHETIC CLINIC

## SALON & MEMBERSHIP TERMS AND CONDITIONS

This document governs all bookings, treatments, subscriptions and services provided by the clinic.

By making a booking, attending an appointment, purchasing a package or enrolling in a membership, the client acknowledges that they have read, understood and agreed to these Terms and Conditions in accordance with the Consumer Protection Act 68 of 2008 (“CPA”), the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) and the Protection of Personal Information Act 4 of 2013 (“POPIA”).

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### 1. DEFINITIONS

**Clinic** – Soph Aesthetic Clinic and its staff, therapists and representatives

**Client** – Any person booking or receiving services

**Booking** – A reserved treatment time allocated to a specific client

**Deposit** – A booking reservation fee securing therapist time

**Membership** – Monthly recurring subscription billed via Paystack

**No-Show** – Failure to attend an appointment without required notice

**Late Cancellation** – Cancellation with less than 24 hours notice

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### 2. APPOINTMENT CONFIRMATION

1. A booking is only confirmed once a confirmation message has been issued by the clinic.
  2. Booking requests sent via WhatsApp, social media or booking platforms do not constitute a confirmed appointment until acknowledged.
  3. Automated reminders are a courtesy service and not proof of booking.
  4. If a client does not receive a 24-hour reminder, the client is responsible for contacting the clinic immediately.
  5. The clinic is not responsible for missed appointments due to incorrect contact details supplied by the client.
  6. In terms of ECTA, electronic communication constitutes a valid agreement and confirmation of booking.
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### 3. DEPOSITS

1. A non-refundable deposit of **25%** is required to secure all appointments.
  2. The deposit compensates the clinic for reserving therapist time and preparation of treatment resources.
  3. Deposits are non-refundable in accordance with CPA Section 17 relating to reserved service time.
  4. Deposits may be transferred a maximum of **two (2) times**.
  5. A third reschedule requires payment of a new deposit.
  6. Deposits are not payments for treatment products but reservation of professional time and opportunity cost.
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### 4. CANCELLATIONS & RESCHEDULING

1. A minimum of **24 hours notice** is required to cancel or reschedule an appointment.
  2. Less than 24 hours notice results in forfeiture of the deposit.
  3. Same-day cancellations are treated as late cancellations.
  4. Messages sent shortly before the appointment do not qualify as reasonable notice.
  5. Repeated late cancellations may require full upfront payment for future bookings.
  6. The clinic reserves the right to refuse future bookings after repeated non-compliance.
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### 5. NO-SHOW POLICY

1. Failure to attend an appointment without notice results in deposit forfeiture.
  2. Future bookings may require 100% upfront payment.
  3. The clinic reserves the right to refuse service after repeated no-shows.
  4. Non-attendance prevents other clients from booking and is treated as loss of business time.
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### 6. LATE ARRIVALS

1. Late arrival may result in shortened treatment time.
  2. Full treatment fees still apply due to reserved therapist time.
  3. Excessive lateness may result in cancellation and be treated as a no-show.
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### 7. EMERGENCY EXCEPTIONS

1. Genuine emergencies may be considered at management discretion.

2. Supporting confirmation may be requested.
  3. Approval is not guaranteed and depends on history and appointment impact.
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# MEMBERSHIP TERMS & CONDITIONS

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## 8. SUBSCRIPTION OVERVIEW

1. Memberships provide monthly access to treatments based on professional assessment.
  2. Payment guarantees access to treatment time, not guaranteed usage.
  3. Memberships are personal and non-transferable.
  4. Benefits apply only while subscription is active.
  5. The clinic may adjust pricing or package structure with 30 days notice.
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## 9. PAYMENT & BILLING

1. Membership payments are billed automatically via Paystack.
  2. Payments for the current billing cycle are non-refundable.
  3. Cancellation stops future billing only.
  4. Failed payments pause benefits until payment is resolved.
  5. Clients are responsible for maintaining valid payment details.
  6. The clinic is not responsible for bank failures, expired cards or insufficient funds.
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## 10. BOOKING & MISSED APPOINTMENTS (MEMBERS)

1. Clients must book their own appointments.
  2. Reminders are courtesy only.
  3. 24 hours notice is required.
  4. Each membership allows **one reschedule per month**.
  5. Further missed bookings forfeit that month's treatment.
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## 11. TREATMENT USAGE

1. Treatments are allocated monthly.
2. Unused treatments do not roll over.

3. Treatments may be adjusted based on skin suitability.
  4. The clinic may postpone treatment for safety reasons.
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## **12. CANCELLATION OF MEMBERSHIP**

1. Clients may cancel at any time.
  2. Cancellation prevents future billing only.
  3. Current paid month remains valid until used or expired.
  4. Benefits terminate after the final valid treatment.
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## **13. DISCOUNTS & BENEFITS**

1. Discounts apply only while subscription is active.
  2. Benefits are non-transferable.
  3. Product discounts cannot be combined with other offers.
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## **14. ADD-ONS**

1. Add-ons are charged at full price.
  2. Additional time may require a separate booking.
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## **15. SKIN SUITABILITY & LIABILITY**

1. Treatments depend on professional assessment.
  2. Clients must disclose medical conditions, medications and allergies.
  3. The clinic is not liable for outcomes due to non-disclosure or failure to follow aftercare.
  4. The clinic may refuse treatment if deemed unsafe.
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## **16. PRIVACY & DATA PROTECTION**

1. Client data is processed according to POPIA.
  2. Information is used only for treatment and communication purposes.
  3. Electronic agreement confirmation is valid under ECTA.
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## 17. LEGAL AGREEMENT

By booking or subscribing, the client acknowledges:

- They have read and understood these Terms & Conditions
  - They accept the cancellation policy
  - They consent to electronic agreement confirmation
  - They agree to the clinic's policies under CPA, ECTA and POPIA
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