

TERMS & CONDITIONS
YOUR AESTHETIC PTY LTD – COSMETIC INJECTABLES.

DEFINITIONS

The term '*Your Aesthetic*' or '*we*' or '*us*' refers to the owner of the website, **YOUR AESTHETIC PTY LTD.**

The term '*you*' or '*your*' refers to the user or viewer of our website, or the client or patient as the context requires.

TERMS & CONDITIONS OF USE OF 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 **YOUR AESTHETIC PTY LTD'S** relationship with you in relation to this website and extends to the services that we provide to you onsite at 46-48 Intrepid Street, Berwick VIC 3806. Your willingness to view the website, book an appointment and receive treatment is considered consent and obligation to the Terms and Conditions of Use as outlined below and disclosed in appropriate consent forms and documents.

The content of the pages of this website is for your general information and use only and 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 particular purpose.

You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

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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).

YOUR PERSONAL INFORMATION

You must ensure that the personal information you provide is accurate and complete and that all registration or booking details (where applicable) contain your correct name, address and other required details. For more information about how we deal with your personal information, please see our **privacy policy**.

A form of identification will be required upon treatment to ensure that all details are correct. This includes but is not limited to; a current driver's licence, passport or KeyPass.

You are also required to provide an up-to-date list of the specific medications that you are taking. This list must include the name of the medications as well as current dosage and indications. Should you not bring this information to your first consultation, you will be required to book a consultation for another time.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of Victoria.

MAKING A BOOKING

- I. You must be deemed medically fit and suitable for treatment, following a consultation with one of our injectors.
- II. Your initial consultation with a Registered Nurse allows for an assessment to be made to ensure that you are able to receive treatment.
- III. There is **ALWAYS** a risk that a patient may be unable to receive treatment based on the findings during an initial consultation.
- IV. Should any new concerns or issues regarding treatment come to light during your initial consultation, **YOUR AESTHETIC PTY LTD** reserves the right to withhold treatment, cancel the appointment or reschedule treatment for another time.
- V. Should you be deemed unable to receive treatment based on the findings of an initial consultation, the consultation fee of \$80 still applies.
- VI. The following is a list of common reasons as to why **YOUR AESTHETIC PTY LTD** will not, or can refuse to, provide a treatment or service. Please note that the right to refuse treatment includes, but is not limited to, the following;

- If you are trying to conceive within the next 3 months (including preparing for IVF), could be pregnant, are pregnant, or lactating
- If you are currently unwell. This includes, but not limited to, headache, fever, cold, cough, nausea, rhinitis
- If you are currently taking antibiotic or antiviral medication
- If you have an active infection or cold sore to the treated area
- If you plan to travel internationally within two (2) weeks after your treatment (dermal filler clients only)
- If you have had, or plan to have, invasive dental work within four (4) weeks prior, or after receiving treatment (e.g., Veneers, implants, extractions) (dermal filler clients only)
- If you have damaged skin within the treatment zones. This includes, but not limited to, infection, keloid scars, acne, inflammation/irritation
- If you are currently under medical investigation with a GP or Specialist.
- If the treatment has been deemed unsuitable for you after consultation for reasons specified by a **YOUR AESTHETIC PTY LTD** Qualified Practitioner.

If you are unsure whether or not you are able to book in for a treatment, please contact the Clinic via email (contact@your-aesthetic.com.au)

BOOKING ONLINE

- I. Bookings must be made in advance and can be made via the link on the **Booking Page**. This is also found in the Bio section of the Instagram page “youraestheticaau”.
- II. You will be required to enter your debit/credit card details to pay for the initial booking fee which will then secure your booking time. Bookings will not be made without an initial deposit.
- III. You acknowledge that you will be charged a consultation fee of \$80 should it become clear, for medical reasons or otherwise, during an initial consultation that the treatment is not suitable for you.
- IV. Your initial booking fee will contribute to the consultation fee cost should it become clear, for medical reasons or otherwise, that the treatment or service is not suitable for you.

CANCELLATIONS

- I. **YOUR AESTHETIC PTY LTD** requires at least 24 hours’ notice to be given for any appointment cancellation
- II. Should **YOUR AESTHETIC PTY LTD** need to cancel or reschedule your appointment due to unforeseen circumstances, you will be notified as soon as possible and rescheduled to an appointment time that suits you best.

- III. All deposits paid are non-refundable, with no exceptions.
- IV. Should you fail to attend or cancel your appointment, you forfeit the deposit amount.
- V. Should you wish to cancel your appointment, you forfeit the deposit amount.
- VI. Rescheduling your appointment at least 24 hours prior to your appointment time can be done via the original booking confirmation email, with the deposit amount automatically transferring to the new appointment time.
- VII. Should you request to reschedule an appointment within 24 hours of your booking time, you will be required to make a new appointment and pay a new deposit fee.

REFUNDS AND REMEDIES

- I. Pre-paid deposits, treatments, services are not transferable to other individuals unless in a form of a valid gift voucher.
- II. You must be present during any follow-up appointments.
- III. In the event you are unsatisfied with a treatment outcome **YOUR AESTHETIC PTY LTD** reserves the right not to process a refund for treatments or services provided.
- IV. Should you be dissatisfied with the outcome of your treatment or service, you have the right to lodge a complaint in accordance with the **YOUR AESTHETIC PTY LTD** complaint process as well as any relevant health entity applicable.
- V. Due to the nature of cosmetic injectables, **YOUR AESTHETIC PTY LTD** reserves the right to refuse a remedy or refund if you do not notify us of an adverse reaction or unsatisfactory result.
- VI. Should emergency care be required outside of business hours, a patient is required to contact their local GP or hospital Emergency Department as per the aftercare instructions.
- VII. **YOUR AESTHETIC PTY LTD** reserves the right to provide a remedy in the form of;
 - a. A review(s) appointment to monitor your concerns.
 - b. Additional product required to achieve your desired look, which will be at your expense based on agreeance with the Consent Form.
 - c. Dissolving (using Hyaluronidase) to any area where a vascular occlusion is present or suspected, at no cost.
 - d. Dissolving for cosmetic reasons will be at your own expense.
 - e. Under no circumstance will a refund be given due to the risks and side effects acknowledged on the consent form previously signed by the patient.

Refunds will be provided where required under the Australian Consumer Law and our policy does not impact your statutory consumer rights to a [remedy or refund](#).

ONSITE PROCESS

- I. You are required to provide a form of ID upon arrival to ensure all details and information provided are correct.
- II. You are to wait in the foyer of the clinic until you are requested to enter the Treatment Room.
- III. For safety reasons, children are discouraged from being in the treatment room. Please discuss this with **YOUR AESTHETIC PTY LTD** should you plan on bringing a child to your treatment appointment.
- IV. Please be respectful of other patients and businesses on the premises. We reserve the right to cancel your appointment or refuse to provide treatment should you not adhere to this requirement.

AFTER YOUR APPOINTMENT

- I. All *review* appointments must be conducted within 3-weeks of the original treatment date.
- II. Unless there is an emergency, you are to wait at least 2-weeks before a review appointment.
- III. Should a review appointment not be made within the post 3-week window, a new consultation and deposit will be required and payment made.

PRICING, PACKAGES & PROMOTIONS

- I. Prices are subject to change without prior notification.
- II. Specific brand names for all Cosmetic Injectables will only be given at consultation.
- III. Injectable packages can include a mixture of anti-wrinkle and filler packages.
- IV. Packages purchased cannot be split over multiple appointments
- V. No further discount can be applied unless associated with a promotion.
- VI. Promotions can only be used on the day of treatment and are non-transferrable.
- VII. No refunds are offered on promotional packages.
- VIII. Promotion costs are *only* available during a certain promotional period. As such, promotions are unable to be purchased in lieu of future treatments.
- IX. Standard packages and prices apply if promotions are unavailable or promotional period has ended.

COSMETIC INJECTABLES

- I. The price per area treated will depend on the number of units required and the product(s) used.
- II. For legal reasons, the product names cannot be used in advertising. Please discuss products with one of our injectors at our clinics for more details.

COSMETIC INJECTABLES PACKAGES

- I. You may require less or more units to treat the selected area. If you require **more** than the maximum number of units to treat the selected areas, additional payment will be required.
- II. No refunds or reduction in price will be allowed if you purchase a package but do not, or cannot safely, use all of the product units in the package in the one appointment.
- III. The number of units actually administered will solely be at the discretion of the medical practitioner prescribing the product.
- IV. Possible areas for anti-wrinkle treatment include but are not limited to;
Frown lines, crow's feet, or forehead lines.
- V. Possible areas for dermal filler treatment include but are not limited to;
Lips, cheeks, chin, jawline, peri-oral region, or temples.
- VI. Standard Terms and Conditions for cosmetic injectables apply.
- VII. The Terms of the **YOUR AESTHETIC PTY LTD** Cancellation & Refunds Policy apply.

CONSENT TO USE AND STORE IMAGES

By using **YOUR AESTHETIC PTY LTD** services or treatments, you will be requested to grant permission for **YOUR AESTHETIC PTY LTD** to take photographs or videos before, during, and after your treatment. These images may be used for the following purposes:

- i. Client Records: We may use these images for client records, including documenting your treatment progress and results. Your images will be stored on a secure device that is not used as a personal device by any **YOUR AESTHETIC PTY LTD** practitioner.
- ii. Marketing and Promotions: Your images may be used for marketing and promotional purposes, including but not limited to our website, social media accounts, brochures, and other marketing materials. Your identity will be protected, and we will obtain your consent before using any images that reveal identifiable features, such as your face.
- iii. Education: We may use these images for educational purposes, such as training our staff or educating other clients about the procedures and their potential outcomes.
- iv. Research and Development: Your images may be used for research and development purposes related to cosmetic injectables and treatments.

You acknowledge and agree that you will not receive any monetary compensation for the use of these images. If you have concerns about the use of your images for any of the purposes

mentioned above, please inform us in writing, and we will make reasonable efforts to accommodate your request.