

TERMS & CONDITIONS

These Terms and Conditions “the Terms and Conditions” govern your “the Client” use of the Chantel Benetti Dermal Clinic “The Company” website located at the domain name www.cbdermalclinic.co.za “the Website”. By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

Electronic Communications

By using this Website or communicating with the Company by electronic means, the client consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

Updating of these Terms and Conditions

Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User’s obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User’s continued use of this Website following the posting of changes or updates will be considered notice of the User’s acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Copyright and Intellectual Property Rights

Provider provides certain information at the Website. Content currently or anticipated to be displayed on this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs (“the Content”). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights (“the Owners”), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the

use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

Privacy: Casual surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

Gift Card Voucher Term and Conditions

Valid Gift Card Vouchers can only be redeemed in-store at Chantel Benetti Dermal Clinic.

Gift Card Vouchers are valid for 12month from date of issue and must be utilised within this period.

If the full value of your Gift Card Voucher is not utilised on your purchase, the balance will remain on your name as credit on our software system.

In the event that an Gift Card Voucher is lost and/or stolen, Chantel Benetti Dermal Clinic cannot be held responsible.

Chantel Benetti Dermal Clinic will not be held responsible for delay in forwarding a Gift Voucher to the customer.

Gift Card Vouchers are only valid once the full amount required when payment has been received.

If the total amount of the purchase exceeds the value of the Gift Card Voucher, the balance is required to be paid by Credit Card, Cash or EFT.

Gift Card Vouchers are non-transferable.

Gift Card Vouchers are non-refundable or will not be exchanged for cash or credit.

If a specific treatment or product appears on the Gift Card Voucher, the voucher may only be used for the mentioned treatment or product in Chantel Benetti Dermal Clinic.

Purchase authorisation will be declined if these terms and conditions are breached.

Exchange and/or return of merchandise purchased in whole or in part with the Voucher Gift Card, will be governed by the procedures and policies of Chantel Benetti Dermal Clinic and the applicable law. At the time of any exchange or return, you must present both the merchandise receipt and the electronic Gift Card Voucher.

South African governs these terms and conditions

Course Terms and conditions.

Courses are non-refundable and cannot be exchanged for other services and/or products.

Courses are only valid for 12x months, if your course is not completed within this time period the course will expire. Only pregnancy and chronic illness contraindicated to the treatment will be an exemption to this term.

Treatments will only be performed once the course has been paid in full.

Courses cannot be transferred to others as the course is "credited" on the specific client.

Missed appointments will result in treatment being deducted from your course.

24 Hour cancelation time is required.

Training Terms and Conditions

When booking training with CM Academy 50% non-refundable payment must be made by EFT, Credit Card or Cash to secure a placement.

Full Payment on the training is required 7 days before training date.

7 Day cancelation time is required.

Prices are subject to change without notice due to rand-dollar exchange.

Permanent Makeup treatment Terms and Conditions

50% non-refundable payment must be made before arriving for your Permanent Makeup appointment.

Precautions will be sent to each Permanent Makeup client before appointment, if not read or adhered by the Permanent Makeup artist can refuse to complete treatment.

Prices are subject to change without notice.

24 Hour cancelation time is required. Last minute cancelation or no show will result in deduction of deposit from client's profile on our system.

Consultation forms must be completed before treatment. If the client is not honest during the consultation, legal action will be taken.

Results are not guaranteed with one treatment, multiple touch ups may be required.

Photos will be taken with each treatment.