

TERMS & CONDITIONS

Information

- All enquirers are required to provide contact details; including telephone and email in order to secure a response.
- All information will be treated as confidential and protected in accordance with Data Protection legislation
- Contact information will not be shared with third parties and you will not receive unsolicited information from us.
- You may choose to remove yourself from our mailing list at any time, by unsubscribing.

Definitions

AESTHETIC RESPONSE: is a call facilitating company with expertise in providing call response and appointment making services in the aesthetic procedures field;

CLIENT: desires to engage the services of AESTHETIC RESPONSE for the purpose of handling incoming practice calls, enquiries and appointment making.

The Parties: have agreed the terms on which AESTHETIC RESPONSE shall provide call handling services to CLIENT, which they wish to be recorded in the Service Agreement.

Service Agreement: The agreement made and entered into and by AESTHETIC RESPONSE and CLIENT.

Exhibit A: the supporting document to the Service Agreement which outlines the agreed service package provided to CLIENT by AESTHETIC RESPONSE

Essential Practice Information (EPI): the documentation completed by CLIENT to provide the relevant information to AESTHETIC RESPONSE to fulfil the services agreed in Exhibit A.

NOW, THEREFORE, CLIENT and AESTHETIC RESPONSE agree as follows:

SECTION 1 - ENGAGEMENT

1.1 CLIENT shall engage AESTHETIC RESPONSE and AESTHETIC RESPONSE shall provide to CLIENT the services as specified in the service package in the service agreement and any additional services the parties may agree to in the future by way of any Addendum's (together the "Services").

1.2 Any additional Services that the parties agree shall be recorded in writing in the format of an Addendum. AESTHETIC RESPONSE acting reasonably reserves the right, at its own discretion and based on the availability of AESTHETIC RESPONSE and the nature of services requested, to accept and/or reject the request for the agreement of any additional services under the service agreement.

1.3 CLIENT will provide AESTHETIC RESPONSE with adequate information, which AESTHETIC RESPONSE will use as a basis for the service they provide. This shall be achieved by using the completed form named Essential Practice Information (EPI) and CLIENT providing subsequent and timely information updates and other information reasonably requested by AESTHETIC RESPONSE.

SECTION 2 - COMMENCEMENT

2.1 The commencement date will be the date on which the service is first available for use by the CLIENT as notified to the CLIENT by AESTHETIC RESPONSE. AESTHETIC RESPONSE shall use all reasonable endeavors to commence the provision of service by the date agreed, upon completion and return of the Essential Practice Information Document (EPI) by the CLIENT. Service agreement and associated fees will begin on this date.

SECTION 3 - SERVICE AGREEMENT TERM

3.1 The Service Agreement will have a minimum term of six (6) months and shall continue unless and until terminated by either party in line with terms set out in section 12.

SECTION 4 - DUTIES

4.1 AESTHETIC RESPONSE shall and (where appropriate) shall procure that the team perform all Services:

4.1.1 Efficiently and within the time frames set out in the Service Agreement (or any additional Addendum(s) agreed to by the parties from time to time);

4.1.2 with reasonable care and skill;

4.1.3 and in accordance with all applicable laws and regulations.

SECTION 5 - SCOPE OF DUTIES

5.1 Standard Service Scope.

5.1.1 AESTHETIC RESPONSE shall provide a Dedicated Telephone line with a prefix 0191 telephone line. The line shall be in full working order during business hours.

5.1.2 AESTHETIC RESPONSE agrees to provide enquiry fulfilment services for incoming calls to the satisfaction of the caller and the CLIENT; in accordance with the CLIENT information and diary availability accessible to AESTHETIC RESPONSE at the time of the call.

5.1.3 AESTHETIC RESPONSE further agrees to liaise with the CLIENT and the caller, by means of outgoing telephone calls, emails and text messages to progress the optimum call outcome for the caller/the CLIENT, for which the CLIENT shall pay the additional follow-up support charges specified in the Service Agreement.

5.1.4 AESTHETIC RESPONSE will undertake additional enquiry support activity as set-out and agreed in the Service Agreement and any future additional Addendum. This support may be in the form of taking deposits or payments, CLIENT text alerts and email enquiry handling.

5.1.5 Telephone, email and text support will be provided and dealt with either via a Patient Advisor / Practice Support Enquiry Handler or an AESTHETIC RESPONSE Manager in accordance with the operating time frames set out in the Service Agreement.

5.1.6 AESTHETIC RESPONSE undertakes to support the CLIENT in the event of day to day unforeseen requirements which may arise short notice; Clinic Cancellations are dependent upon the minimum notice period required to cancel/reschedule multiple appointments as set out in accordance with the time frames set out in the Service Agreement, for which the CLIENT shall incur the charges as set out in the Service Agreement.

5.2 Additional Support over and above Standard Service Scope.

5.2.1 Dedicated outbound follow up telephone campaigns to the CLIENT's patients can be provided; dependent upon forward scheduling of AESTHETIC RESPONSE'S outbound resource, and CLIENT's written proof of the patients' consent to be contacted in such a way post consultation or treatment. AESTHETIC RESPONSE will undertake such outbound call work if requested, subject to minimum guideline requirements and charges incurred by the CLIENT as detailed in the Service Agreement.

5.2.2 Adhoc administrative tasks in support of the CLIENT's clinic developments and smooth running can be provided. This support is dependent upon prior agreement in terms of scope, time-frame and associated charges as set out in the Service Agreement.

SECTION 6 - SERVICE CHARGES, PAYMENT TERMS AND LATE PAYMENTS

6.1 The CLIENT shall pay AESTHETIC RESPONSE, and AESTHETIC RESPONSE agrees to accept service charges as stated in Service Fees Information on the Service Agreement or any additional Addendum(s) to the Service Agreement.

6.2 Service charges are payable monthly by Direct Debit, via AESTHETIC RESPONSE'S nominated Direct Debit provider, as notified in the Service Agreement.

6.3 The CLIENT shall pay all service charges within thirty (30) days of receipt of invoice, as collected by AESTHETIC RESPONSE's direct debit platform.

6.4 All charges are payable without any deductions or withholding of any kind but with the addition of VAT at the prevailing rate.

6.5 Invoice payments not able to be collected by AESTHETIC RESPONSE's direct debit platform, not paid, within thirty (30) days of the invoice date will be subject to a compensation charge and interest as per The Late Payment of Commercial Debts (Interest) Act 1998. Debt recovery costs including all legal costs will be charged to the CLIENT.

6.6 AESTHETIC RESPONSE reserves the right to withdraw support if the CLIENT's payments are still outstanding sixty (60) days post invoice date. Alternatively, if the CLIENT fails to pay the service charges within sixty (60) days, an advance invoice will be raised for service charges for the duration of the Agreement which has not yet been billed. This amount will be a monthly charge reflecting the average service charge figure of the preceding three (3) months from the month in which the advance invoice is raised, otherwise the average monthly charge since the start of the Service Agreement. This invoice will be required to be paid within thirty (30) days and is subject to compensation charges and interest as per The Late Payment of Commercial Debts (Interest) Act 1998.

6.7 AESTHETIC RESPONSE shall be entitled to adjust the service charges by giving thirty (30) days' prior written notice to the CLIENT to take effect from the next due invoice. The CLIENT may terminate this Agreement by giving sixty (60) days' notice in writing following notification of intent to increase charges.

SECTION 7 - CONFIDENTIALITY

7.1 All information acquired by AESTHETIC RESPONSE relating to the business of the CLIENT and its customers, patients, and business associates shall be treated by AESTHETIC RESPONSE as confidential (after as well as during the Service Agreement) and AESTHETIC RESPONSE shall not make any use or disclosure of it. AESTHETIC RESPONSE shall take all reasonable steps to protect the confidentiality of such information, whether or not recorded in documentary form, or stored on any virtual server and require its individual employees who require access to it for the performance of their duties to enter into written undertakings as to confidentiality which are consistent with AESTHETIC RESPONSE'S obligations under the Service Agreement and prevailing regulations which are directly enforceable by the CLIENT.

7.2 However, AESTHETIC RESPONSE shall not be prevented from using or disclosing confidential information:

7.2.1 which AESTHETIC RESPONSE can demonstrate by written records were known to AESTHETIC RESPONSE, before the date of disclosure hereunder, except as a result of previous employment or by any other relationship with the CLIENT; or

7.2.2 which, at the time of disclosure, was in the public domain; or

7.2.3 which becomes part of the public domain except by breach of this Agreement; or

7.2.4 which is lawfully disclosed to AESTHETIC RESPONSE on a non-confidential basis by a third party who is not obligated to the CLIENT or any other party to retain such information in confidence; or

7.2.5 which AESTHETIC RESPONSE is required by a court or government administrative authority of competent jurisdiction to disclose. In such circumstances AESTHETIC RESPONSE shall not make such disclosure until it has provided the CLIENT with sufficient documentary evidence of this requirement to enable the CLIENT to obtain a confidentiality undertaking from the authority requiring the disclosure.

7.3 AESTHETIC RESPONSE shall not disclose any information to the CLIENT pursuant to the Service Agreement that is the proprietary property of a third party.

SECTION 8 - DATA PROTECTION & PRIVACY

8.1 Use of the Website and the Services is also governed by AESTHETIC RESPONSE'S Privacy Policy which is incorporated into these terms and conditions by this reference.

8.2 For the purposes of understanding roles in regard to the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) - AESTHETIC RESPONSE is defined as the Data Processor and the CLIENT is the Data Controller.

8.2.1 The CLIENT, as Data Controller, appoints AESTHETIC RESPONSE as a Processor to process the personal data only on instructions from and for the purposes determined by the CLIENT, unless required by law to act without such instructions.

8.2.2 AESTHETIC RESPONSE will ensure that any person with access to or processing the personal data is subject to a duty of confidence.

8.2.3 AESTHETIC RESPONSE will take appropriate technical and organisational security measures to ensure the security of processing and protecting the personal data from accidental or unlawful destruction, loss, alteration, unauthorised access or disclosure or unlawful processing.

8.2.4 AESTHETIC RESPONSE will assist the CLIENT in providing subject access and allowing data subjects to exercise their rights under the GDPR.

8.2.5 AESTHETIC RESPONSE will assist the CLIENT in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.

8.2.6 AESTHETIC RESPONSE will delete or return all personal data to the CLIENT as requested at the end of the Service Agreement.

8.2.7 AESTHETIC RESPONSE will submit to audits and inspections and provide the CLIENT with the information required to ensure both parties are meeting their Article 28 Obligations, and advise the CLIENT immediately if AESTHETIC RESPONSE are asked to do something infringing GDPR.

8.2.8 AESTHETIC RESPONSE will submit to CLIENT audits and inspections, provided the CLIENT pays an applicable audit fee in full, and in advance of the commencement of such audit.

8.2.9 Nothing within this contract relieves AESTHETIC RESPONSE of its own direct responsibilities and liabilities under the GDPR.

8.3 AESTHETIC RESPONSE will only process data for those under the age of 16 years on the understanding we have parental or appropriate guardian consent.

8.3.1 The CLIENT assumes responsibility for processing the necessary documentation relating to a patient's Date of Birth and parental responsibility where appropriate.

SECTION 9 - LIMITED LIABILITY – WARRANTY

9.1 The CLIENT acknowledges that the Services to be provided by AESTHETIC RESPONSE hereunder are based upon information supplied by both the CLIENT and AESTHETIC RESPONSE, among other elements, and that AESTHETIC RESPONSE does not guarantee or warrant such Services to any specifications, functions or other standards, except as outlined in the Service Agreement and/or any Addendum(s). AESTHETIC RESPONSE shall be liable for the reimbursement of actual proven expenses and losses incurred by the CLIENT to the extent that such expenses and losses arise as a result of AESTHETIC RESPONSE'S wilful misconduct or breach of Agreement in the performance of the Services hereunder, provided, however, that the CLIENT demonstrates such actual expenses or losses by reasonable proof. The sole remedy of the CLIENT for any breach or default under this Agreement by AESTHETIC RESPONSE which is not cured by AESTHETIC RESPONSE within the requisite cure period shall be limited to termination of this Agreement as herein provided and those specific expenses and losses set forth in the immediately preceding sentence.

9.2 AESTHETIC RESPONSE agrees to hold Liability Insurance of not less than £5 million.

9.3 Subject to paragraph 9.2 above, where the loss or damage arises from the breach of this Agreement, negligence, or otherwise, neither AESTHETIC RESPONSE nor its employees shall be under any liability to the CLIENT or to third parties: -

9.3.1 For any loss of profit or damage arising or to any extent greater or other than the cover available to AESTHETIC RESPONSE under the policy or policies referred to in the paragraph 9.2.

9.3.2 Neither party will be liable for failure or delay in performing duties under this Agreement caused by acts outside of their reasonable control.

9.4 In the event of the CLIENT contracting AESTHETIC RESPONSE to undertake post consultation or post treatment follow up contact, the CLIENT acknowledges that it is their responsibility to gain consent or have lawful rights to undertake contact of this nature on their behalf.

SECTION 10 - FORCE MAJEURE

10.1 Except in respect of payment liabilities, neither party will be liable for any failure or delay in its performance under the Service Agreement due to reasons beyond its reasonable control, being acts of war, acts of God, earthquake, flood, snow, riot, embargo, sabotage, governmental act or failure of the Internet, Telephone, Utility or approved 3rd Party Contractor Provision, provided the delayed party gives the other prompt notice of the reasons for such cause.

SECTION 11 - ASSIGNMENT

11.1 AESTHETIC RESPONSE shall not have the right to sell, assign, transfer or encumber the Service Agreement, or any of the CLIENT'S rights under it, or delegate any of its obligations under it, without first obtaining the CLIENT'S consent in writing. The CLIENT shall have the right, at its sole discretion, to assign any and all of its rights under the Service Agreement, and delegate any and all of its obligations under it, to any third party or parties with AESTHETIC RESPONSE'S consent in writing.

SECTION 12 - TERMINATION

12.1 The Service Agreement shall be effective from the scheduled service start date for an initial four (4) month period, unless delayed whereby the Agreement will be effective from the service Commencement Date (the date that AESTHETIC RESPONSE commence taking calls on the CLIENT's DDI line). Thereafter the Agreement will automatically be renewed as a rolling Agreement.

12.2 The Service Agreement may be terminated by either party by giving not less than six (6) calendar month's, 180 days, written notice to the other to terminate. Both Parties agree that termination of any Addendum shall not constitute termination of the Service Agreement.

12.3 Either party may terminate the Service Agreement immediately at any time by notice in writing, giving thirty (30) days' notice, if:

12.3.1 The other party commits a breach of the Service Agreement and fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

12.3.2 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

12.3.3 The other party ceases to carry on its business or substantially the whole of its business; or

12.3.4 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager trustee or similar officer is appointed over any of its assets.

12.4 If the CLIENT removes or adjusts the call divert arrangement to their dedicated 0191 DDI number without the required written notice but not otherwise (or AESTHETIC RESPONSE terminates by reason of any acts or omissions of the CLIENT) then the CLIENT shall be liable for the full value of AESTHETIC RESPONSE's monthly service charges for a period of three (3) months. These charges will be monthly and equal to the average of the preceding three (3) months total charges, plus vat, as well as any additional charges accrued up to the point of termination.

Disconnection of the call divert by the CLIENT to their dedicated 0191 DDI number does not constitute termination of the Service Agreement. Termination of the service is by written notice as set out in section 12.2.

SECTION 13 - INDEPENDENT CONTRACTOR

13.1 AESTHETIC RESPONSE'S (and the Individuals) relationship with the CLIENT shall be at all times during the term of the Service Agreement that of an independent contractor. Nothing in the Service Agreement shall render it (nor the Individual) an employee, worker, agent or partner of the CLIENT. Nothing in the Service Agreement shall be construed to give AESTHETIC RESPONSE the power or authority to act or make representations for or on behalf of the CLIENT or to bind or commit the CLIENT.

13.2 The Service Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly AESTHETIC RESPONSE shall be fully responsible for and shall indemnify the CLIENT for and in respect of;

13.2.1 any income tax, National Insurance contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law shall be the sole responsibility of AESTHETIC RESPONSE. AESTHETIC RESPONSE shall further indemnify the CLIENT against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the CLIENT in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

SECTION 14 - OTHER ACTIVITIES

14.1 Nothing in the Service Agreement shall prevent AESTHETIC RESPONSE or the Individual from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Service Agreement provided that such activity does not cause a breach of any of the AESTHETIC RESPONSE's obligations under the Service Agreement and the activity cannot reasonably be considered to conflict with the interests of the CLIENT.

14.2 AESTHETIC RESPONSE reserves the right and the CLIENT agrees to it, to engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the CLIENT without the prior written consent of the CLIENT, provided that such activity cannot reasonably be considered to conflict with the interests of the CLIENT.

SECTION 15 - NON-POACHING

15.1 The CLIENT shall not without the written consent of AESTHETIC RESPONSE employ or offer to employ any individual who is, or was during the period of six (6) months prior to such employment or offer, an employee of AESTHETIC RESPONSE. This shall include any company which is part of the same group of companies as the CLIENT, or where a director of the CLIENT and the other company are the same.

SECTION 16- COMMUNICATIONS

16.1 Any communication or notice herein required or permitted to be given by either party to the other (and related to the terms and conditions of this Agreement) may be sent by either email or recorded delivery to the most recent email or address notified to the other party, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent if sent before 4.00pm on a working day, otherwise on the next following working day, or if sent by recorded delivery shall be deemed to be served three (3) days following the date of posting:

AESTHETIC RESPONSE, Jo Fisher, Commercial Director, YBN, 7 & 8 Delta Bank Road, Metro Riverside Park, Gateshead, NE11 9DJ.

EMAIL: jo.fisher@aestheticresponse.co.uk

SECTION 17 - THIRD PARTY RIGHTS

17.1 No individual or party other than AESTHETIC RESPONSE and the CLIENT shall acquire any enforceable rights under or in connection with the Service Agreement.

SECTION 18 - GOVERNING LAW AND JURISDICTION

18.1 The Service Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute, controversy or claim arising out of or relating to the Service Agreement shall be subject to the jurisdiction of the courts of England and Wales.

SECTION 19- SEVERANCE

19.1 If any provision of the Service Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Service Agreement had been agreed with the invalid illegal or unenforceable provision eliminated

SECTION 20- SURVIVAL

20.1 The covenants and agreements set forth in Sections 7, 8,9,11,18 & 19 shall survive any termination or expiration of the Service Agreement and shall remain in full force and effect regardless of the cause of termination.



Aesthetic Response

Keeping you in the conversation