

## 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 and enquiry facilitating company with expertise in providing call, message, lead 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 / (OR) The Service Agreement & Modifications:** the supporting document to the Service Agreement Terms and Conditions 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 / (OR) The Service Agreement & Modifications

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.

1.2 Any additional Services that the parties agree shall be confirmed in writing including in an email. 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 four (4) calendar 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 Services agreed to by the parties in writing 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 may provide a Dedicated Telephone line with a prefix 0191 telephone line. The line shall be in full working order during business hours, otherwise the CLIENT may choose to port their current virtual number.

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

5.1.3 AESTHETIC RESPONSE further agrees to liaise with the CLIENT and the caller / lead, by means of outgoing telephone calls, emails and text messages to progress the optimum call outcome for the caller/ lead / 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 written agreement. 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 FEES, PAYMENT TERMS AND LATE PAYMENTS**

- 6.1 The CLIENT shall pay AESTHETIC RESPONSE, and AESTHETIC RESPONSE agrees to accept service fees as stated in Service Fees Information on the Service Agreement or for any additional Services agreed to in writing.
- 6.2 Service fees 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 fees within thirty (30) days of receipt of invoice, as collected by AESTHETIC RESPONSE's direct debit platform.
- 6.4 All fees 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, including any costs and expenses incurred in recovering the outstanding debt,
- 6.6 AESTHETIC RESPONSE reserves the right to withdraw support if the CLIENT's payments are still outstanding forty five (45) days post invoice date, any suspension of services for non-payment will be notified in writing. Alternatively, if the CLIENT fails to pay the service fees within forty five (45) days, an advance invoice will be raised for service fees for the duration of the Agreement which has not yet been billed. This amount will be a monthly fee reflecting the average service fee figure of the preceding three (3) months from the month in which the advance invoice is raised, otherwise the average monthly fee since the start of the Service Agreement.
- 6.7 AESTHETIC RESPONSE shall be entitled to adjust the service fees 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 ninety (90) days' notice in writing following notification of any increase in fees.

## **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 written agreements. 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 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: -
- 9.2.1 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.
- 9.2.2 Neither party will be liable for failure or delay in performing duties under this Agreement caused by acts outside of their reasonable control.
- 9.3 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 Neither party will be liable for any failure or delay in its performance of its obligations under this Service Agreement which is due to any supervening event beyond reasons beyond its control, including but not limited to war, national emergency, acts of God, earthquake, flood, fire, storm, snow, riot, natural disaster, sabotage, governmental act, terrorism, labour strike, pandemic, failure of the Internet, telephone, utility, 3rd party contractor provision or policy changes or other similar events.

## **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, under the following terms:

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 cessation of the CLIENT's diverted calls to the CLIENT's DDI line or cessation of lead forwarding does 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 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,

12.4 Each party may terminate the Service Agreement with immediate effect by giving written notice to the other party if the party becomes or is insolvent or is unable to pay its debts within the meaning of the Insolvency Act 1986 or (except for the purposes of genuine amalgamation or reconstruction) a petition is presented or a meeting convened or resolution passed for the winding up of the defaulting party or the defaulting party enters into liquidation whether compulsory or voluntarily or compounds with its creditors generally or has a receiver, administrator, or administrative receiver appointed over all or any part of its assets or the defaulting party ceases to carry on all or a substantial part of its business.

12.5 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 email to [clientservices@aestheticresponse.co.uk](mailto:clientservices@aestheticresponse.co.uk) and 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.

## **SECTION 17 - THIRD PARTY RIGHTS**

17.1 No party who is not a party to this Agreement may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## **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