DPC Colour Boost Club

Terms and Conditions

Membership is subject to DPC Colour Boost Club terms and conditions. Please send a copy of this to yourself or print out for your records. If you decide you do not agree with the terms and conditions, please cancel your direct debit instruction BEFORE your first payment is taken.

'DPC COLOURBOOST CLUB' MEMBERSHIP AGREEMENT

Terms

1. 'The Company' is DPC Clinic, also referred to in the agreement as 'Davis Permanent Cosmetics', 'we' and 'us'.
2. If you have purchased Colour Boost club membership for yourself, you are referred to in the agreement as 'you' or 'the member'.
3. If you have purchased club membership as a gift, terms relating to payment are applicable to the purchaser. Terms relating to membership and services are applicable to the member who is referred to as 'you' or 'the member'.

General

1. This Agreement is governed by the law of England and Wales. You should email a copy of this and print a copy of this Agreement for future reference and a copy will be emailed to you following purchase.
2. The membership agreement is of 12 months duration (subject to terms under the heading "Cancellation").
3. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.
4. We may make reasonable changes to the Membership Agreement terms and conditions at any time.
5. We will send to you email confirmation of these terms using the email address you used when you joined.
6. Membership is open to all customers over the age of 18 years old, have no health issues restricting tattooing is only open to those who are existing clients of DPC for Colour Boosts relating to their original permanent makeup treatment.
7. The Company reserves the right to restrict the number of memberships available at each tier or across the whole Club without notice or explanation.
8. Additional services (for example Skin services, Fibroblastic or Laser and other Permanent makeup treatments) and products over and above your annual entitlement will be charged at the current tariff or list price and do not form part of this agreement.
9. You may upgrade any service included in your entitlement by paying the difference between your included entitlement and the current tariff or list price for the relevant service.

Force Majeure

1. A Force Majeure Event is defined as an event beyond the reasonable control of DPC Clinic. These could include but are not limited to industrial disputes (whether involving DPC Clinic or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

2. We shall not be liable to you as a result of any failure to perform our obligations under this agreement as a result of a Force Majeure Event.

Membership

1. Membership is not transferable and entitlement to inclusive services and products is restricted to the Member.

2. You are fully under the cancellation policy of DPC Clinic which means that without 5 working days notice to move or change or cancel an appointment, the £30 booking fee will be forfeited and will need to be paid again for any further bookings as per our policy.

Monthly payment

1. By purchasing the monthly payment option you are agreeing to the terms of this membership agreement. A copy of these terms resides on your account. We advise you send a copy to yourself and you will be emailed to you following your purchase and must be signed in order to activate your membership (time locked in to your account).

2. Payments are due monthly and will be collected by Direct Debit on or close to the 1st of each calendar month. You agree to maintain a direct debit instruction with your bank for the amount due. Please do not cancel your Direct Debit instruction without contacting us first.

3. If your Bank fails to make a direct debit payment from your account when due, DPC Clinic will write or email to advise you of this. An administration fee of £20 will be charged for each failed direct debit payment.

4. If you cancel your Direct Debit instruction without giving us notice of cancellation (see “Cancellation” below) or making a new Direct Debit instruction an administration fee of £10 will be charged for each failed direct debit payment.

5. If you fail to make an overdue payment within 14 days you agree that:

   a) The full outstanding amount for your one-year membership shall be immediately due.

   b) We may use you Direct Debit mandate to recover the full outstanding amount.

   You will in these circumstances have the option to instead cancel your membership in line with the terms of this agreement under the heading “Cancellation”.

6. Should the Company be obliged to institute legal proceedings against the Member arising from breach of the terms of this Membership Agreement, including but in no way limited to their failure to pay any amount due by the due date, the Member acknowledges that they shall be liable for all tracing fees, collection commission and legal costs as may be allowed by the Court.

7. The Company may disclose personal particulars contained in the Membership Agreement to a credit reference agency or any other party necessary in obtaining settlement of arrears.

Cancellation

1. You may cancel your membership without giving any reason within 14 days of membership. This allows time for you to ensure you have made a sound decision about membership, and to allow the beneficiary of gift membership the opportunity to ensure they can and will agree to the terms of this membership agreement.

   a) If you have had no products or service we will refund your first payment in full.

   b) If you cancel before completing your 12 payments we will issue you a refund in the form of non-transferable vouchers valid against future service with an expiry date of 12 months following cancellation.

2. This is not a credit agreement and you may cancel your membership at any time during the 12 month period. You must give us a minimum of two weeks notice or pay an administration fee of £20 in lieu of notice.
3. We reserve the right to cancel your membership without notice or giving any reason. Under these circumstances we will refund your payments if no service has been taken.

Communications

1. We may send you information relating to your membership, DPC Clinic and current offers and promotions by email, SMS or by post.
3. You may opt out of email and SMS communications that we may send but if you do we cannot be held responsible for any loss incurred by you not receiving relevant communications. Communications posted (either with or without proof of posting) will be assumed to be received. Emails will be assumed to be received and read.