

## REFUNDS

Cosmetic Injectables by Danielle Ryan has a 'no refund' policy on purchases and booking fees if you simply change your mind, if you are deemed unsuitable for a treatment by our Registered Nurses, or if it is deemed unnecessary, unneeded, or unwarranted the booking fee will be charged to cover the time needed for your consultation.

Unless we are required by law to provide you with a refund, or if we agree in our absolute discretion to provide a full or partial refund, our Fees will not be refunded under any circumstances (for example, if you are not satisfied with the aesthetic outcome of the treatment). Nothing in this Agreement is intended to exclude any right or guarantee to which you are entitled under the Australian Consumer Law.

Due to the nature of cosmetic injectables and skin treatments, refunds are not applicable. Treatments/services are not transferable to other individuals or clinics.

## CANCELLATIONS:

The following reasons will result in your booking fee being forfeited:

1. Deciding at the time of your appointment not to proceed with your treatment; or
2. Failure to attend your appointment; or
3. Cancellation of any appointment within 48 hours of appointment time; or
4. Running 10 or more minutes late to an appointment.

If for any reason we decided to waive our booking fee at the time of booking and you cancel your appointment in circumstances that fall within (1) – (4) above, you agree to pay a cancellation fee of \$100.

Booking fees paid for cosmetic injectable treatments or any other treatment available at the practice are non-refundable UNDER ANY CIRCUMSTANCE. This is a non-refundable booking fee and can be redeemed against services on the day of consultation only.

We require at least 48 hours' notice to be given for any appointment cancellation. A unconfirmed appointment will automatically be cancelled.

In the case of prepaid treatments, the treatment will be forfeited.

Booking fees paid for cosmetic injectable treatments or any other treatment available at the practice are non-refundable.

In the event you are unsatisfied with a treatment outcome Cosmetic

Injectables by Danielle Ryan reserves the right not to remedy without a follow up appointment being attended with the patient present.

Due to the nature of cosmetic injectables, Cosmetic Injectables by Danielle Ryan reserves the right to refuse a remedy if you do not notify us of an adverse reaction or unsatisfactory result within two weeks of your treatment.

By making an appointment with Cosmetic Injectables by Danielle Ryan you agree to the terms and conditions listed above.

#### MODIFICATIONS TO THE SERVICE AND PRICES -

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### BOOKINGS-

All bookings must be confirmed to secure your appointment. A reminder text and email is sent out to you 2 days prior and please respond to this confirming or cancelling the appointment. Unconfirmed appointments will be cancelled.

#### LATE ARRIVALS

Although we do try our best, we unfortunately cannot accommodate late arrivals 10 minutes and over. Where possible we will offer the next available appointment time. Unfortunately, a late arrival fee of \$100 will be charged if you are unable to attend your designated appointment time. If you are driving, please allow more than adequate time for traffic and parking. The carpark entry is located on Harris Rd under neath the building. Patients receive 2 hours complimentary parking.

#### ATTENDANCE

For the health and safety of our team and patients, as well as to ensure the efficient operation of our clinic, additional support persons (such as friends or family members) may not attend with you and are not permitted inside the clinic (for example, our waiting area). Children are not permitted within the clinic at any time under any circumstances. Failure to adhere to this policy will be deemed a cancellation of the relevant appointment.

We kindly ask that you limit the use of your phone and other electronic devices during your service.

#### RIGHT TO DECLINE SERVICES

Please note that we do not accept all patients for treatment. We may decline

to provide Services to any person.

#### RACISM, HATE SPEECH, THREATS AND CYBERBULLYING

We have a zero-tolerance policy for racism, hate speech, threats and cyberbullying.

We reserve the right to cease the clinic/patient relationship immediately should a patient or a proxy of a patient not adhere to this policy.

#### SUITABLE CLIENTS FOR COSMETIC INJECTABLES

Cosmetic injectable clients must be deemed medically fit and suitable for treatment, following a consultation with one of our injectors. Cosmetic Injectables by Danielle Ryan reserves the right to refuse treatment at any time, if the client is deemed unsuitable for treatment, or the treatment is deemed unnecessary, or unwarranted by our Registered Nurse or Prescriber. At every single scheduled treatment appointment every client will be examined, assessed and consulted by our Registered Nurse, irrespective of pre-payment or prior appointments.

Our Cosmetic Injector may ask for photo identification to ensure that the client is over 18 years of age and reserves the right to refuse treatment if this is not provided. No-one under the age of 18 will be administered any cosmetic injectable treatments. If the client is pregnant or breastfeeding, they will be refused treatment at the discretion of our Cosmetic Injector and Prescribing Doctor. 30-minute consultations are at a fee of \$100, a consultation longer than 30 minutes will attract a fee of \$200.00, in accordance with the cosmetic injections pricing schedule, at our discretion, the consultation fee is redeemable on treatment if the client is deemed unsuitable for treatment, or the treatment is deemed unnecessary, or unwarranted the consultation fee will be charged. Price per area is defined a sufficient product to achieve the medically appropriate result. For legal reasons, the product names cannot be used in advertising. Please contact us directly for details. Products purchased in a package can only be used for one appointment. Packages cannot be split over appointments.

#### IN THE EVENT OF ...

It is your responsibility to inform us immediately if you become aware of any serious complications. Please call us with any concerns on 0413 094 491 or 02 8325 1625.

Asymmetry

All humans are asymmetrical. While we will endeavour to improve the appearance of asymmetry if requested by you, we make no warranties, guarantees or representations in relation to symmetry.

We do not offer complimentary treatments in the case of asymmetry, whether pre- or post-treatment.

If you request, we provide you with Services to correct or improve post-treatment asymmetry, you will be liable to pay any Fees and Associated Costs as advised at the time of treatment.

#### Dissolving of Dermal fillers

If after undergoing a treatment involving the injection of dermal fillers at our practice you would like us to dissolve any filler, please note our policy below:

1. Our team will first assess you at a minimum of 4-weeks post-procedure;
2. Our team will provide you with an estimate of how many sessions will be required to dissolve the filler to achieve the desired result (we note that patients typical require 2-3 sessions);
3. You will be liable to pay our Fees of approximately \$450 per treatment session to dissolve the filler in accordance with our payment policy set out in these terms;
4. We may decline treatment if we form the view that it would be unsafe or not in your best interest, or if we wish to cease the practitioner-patient relationship.
5. If we decline treatment, we will refer you another clinic for further treatment.

#### Medical emergencies

In the unlikely event of an unforeseen emergency, you will be evacuated to a hospital at the discretion of attending paramedics. Please note that you will be liable to pay all costs associated with your transfer and care directly to the providers in accordance with their usual practices.

#### Consequences of failure to make payment

If any amounts are not paid in accordance with these terms, we may, in our absolute discretion:

1. agree to alternative payment arrangements on such terms as we require;
2. suspend or terminate delivery of our Services (such as cancelling a treatment);
3. charge interest at the rate of 10% per annum from the date that the invoice becomes overdue until paid in full;

4. refer the matter to a debt collection agency or solicitor and you will be liable to pay any costs we incur or become liable to pay for the collection of such unpaid amounts, including but not limited to debt collection fees, charges and commissions and legal fees and costs on a full indemnity basis.

#### Associated Risks

From time to time, we may list commonly associated risks for a particular procedure on our website or social media platforms. This does not represent an exhaustive list of risks or possible side-effects. Risks associated with our Services, such as dermal filler injections will be discussed with you in your 1:1 consultation or at the time of the provision of Services.

#### Ceasing the practitioner-patient relationship

We may terminate this Agreement and cease the practitioner-patient relationship at any time for any reason (including if a patient is, in the clinical opinion of the medical practitioner, unsuited for further care) on notice to you. If we do so, we will refer you to alternative doctors/therapists/clinic for treatment.

You may terminate this Agreement at any time, subject to our cancellation policies set out in these terms.

No refunds will be given, unless otherwise set out in this Agreement or required by law.

If this Agreement is terminated, all rights and obligations accrued up to the date of the Agreement are not affected. This clause, as well as any other clause which by its nature is intended to survive termination, will survive termination.

#### GIFT VOUCHERS

Purchasing or using the gift card means that you accept these conditions. Cosmectic Injectables by Danielle Ryan in its complete discretion, refuse to sell gifts cards to any person at any time for any reason.

If you let another person use your gift card, you must tell them that they will be bound by these conditions. The law of the state in which the gift card is purchased applies to this agreement. By entering into this agreement you unconditionally submit to the jurisdiction of the courts of the state where the gift card is purchased.

The gift card may only be used to purchase goods or services at Cosmetic Injectables by Danielle Ryan.

Gift cards cannot be redeemed for cash, returned for a refund, have their balances consolidated to a new gift card, or be replaced after expiry and are

not legal tender, account cards, credit or debit cards or securities. Anyone holding the gift card can use its value to make purchases so your gift card should be kept secure. If your gift card is lost or stolen, immediately report this to our admin team. We may be able to stop gift card value being used, but take no responsibility and are not liable for any loss suffered by you as a result of a lost or stolen gift card.

We may replace a faulty, lost or stolen gift voucher in our absolute discretion. Any replacement gift card will have the same unused value (at the time of replacement) and expiry date. Gift vouchers will be void if they are defaced, mutilated, altered or tampered with in any way. We may subject gift voucher to verification and security checks in our absolute discretion.

We may cancel any gift voucher, or the gift voucher scheme, for any reason at any time without notice. If so, we may either provide a refund or a replacement gift voucher of equivalent value unless we reasonably suspect fraud in relation to a gift voucher. The gift voucher remains the property

Cosmetic Injectables by Danielle Ryan  
THE GIFT CARD WILL EXPIRE THREE YEARS FROM THE DATE OF ISSUE.

Gifts cards are valid for three years from the Date of Issue. After the gift card has expired, it is no longer valid. All transactions will be declined. Unused value will not be refunded and will become the property of Cosmetic Injectables by Danielle Ryan.

#### LIMITATION OF LIABILITY

Nothing in this Agreement is intended to exclude any right or guarantee to which you are entitled under the Australian Consumer Law.

To the maximum extent permissible law, we exclude:

1. all liability to you (including for consequential loss or damage, including loss of business profits) and you hereby waive, release and discharge, on a continuing basis, all claims you have or may have against us relating to the provision of the Services, however arising; and
2. liability to you or any other person for negligence; and
3. liability for consequential loss or damage, including loss of business profits.

This clause will survive termination.

#### CONFIDENTIALITY

We may, as part of the delivery of our Services, disclose Confidential Information to you. We may also require you to provide us with Confidential Information for the purposes of providing the services.

The parties agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which they have obtained, except

as authorised by the other party or as required by law. This clause survives termination of this Agreement.

#### DISPUTE RESOLUTION

If a dispute arises between the parties, the party claiming the dispute must not commence any court or arbitration proceedings (except where they seek urgent interlocutory relief), unless they have first complied with this clause. The party claiming the dispute must first inform the other party in writing of the following:

1. the nature of the dispute;
2. the outcome they desire to resolve the dispute, and
3. the action they believe will settle the dispute.

On receipt of the notice by the other party, both parties will make every effort to resolve the dispute by mutual negotiation within 20 Business Days.

If the parties are unable to resolve the dispute in that time, the parties must agree on selection of a mediator (if the parties are unable to agree, they agree to request that the President of the Law Society of New South Wales appoint a mediator) and will be equally liable for the fees and reasonable expenses of the mediator and the cost of the venue of the mediation (to be paid in advance). The parties must each pay their own costs associated with the mediation. The parties agree the mediation being held virtually unless otherwise agreed.

All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as “without prejudice” negotiations for the purpose of applicable laws of evidence.

This clause survives termination of this Agreement.

#### AMENDMENT

Unless otherwise set out in this Agreement, any amendment or variation to this Agreement is not effective unless it is agreed in writing.

#### ASSIGNMENT

We may assign our rights and obligations under this Agreement in whole or in part on written notice to you.

#### ENTIRE AGREEMENT

This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement, and supersedes any prior understanding, arrangement, representation or

agreements between the parties as to the subject matter contained in this agreement.

#### SEVERANCE

If anything in this Agreement is unenforceable, illegal or void, it is severed and the rest of the Agreement remains in force.

#### CONFLICTING TERMS:

All terms of this Agreement are deemed to be contractually binding unless in conflict with the Australian Consumer Law ('ACL') under Schedule 2 of the Competition and Consumer Act 2010. Should a condition conflict with the ACL this Agreement shall be read as if the condition was absent.

#### WAIVER

Any waiver by any party to a breach of this Agreement will not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

#### EVENTS BEYOND CONTROL

Subject to the affected party providing prompt notice of the occurrence of the event to the other party, neither party will be liable to the other party for any loss caused by any failure to observe the terms and conditions of this Agreement, where such failure is occasioned by causes beyond its reasonable control including, but not limited to, by fire, flood, other extreme weather event or natural disaster, riot, strike, act of war, terrorist attack, nuclear event, pandemic, epidemic, widespread contagion, quarantine restriction, critical infrastructure failure, severe disruption to virtual infrastructure, restriction or prohibition or any other action by any government or semi government authority, provided that the loss could not have been prevented by reasonable precautions or circumvented or minimised by the non-performing party. The affected party must provide prompt notice should its performance no longer be affected by an event beyond control.

#### GOVERNING LAW

The law of New South Wales governs this Agreement, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

#### NOTICES

A notice or other communication to a party must be in writing and delivered to that party in one of the following ways:



1. delivered personally;
2. posted to their address, when it will be treated as having been received on the second business day after posting; or
3. sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

## DEFINITIONS

Agreement means an agreement formed between Cosmetic Injectables by Danielle Ryan and the Patient on the terms and conditions set out in this document.

AHPRA is a national organisation responsible for implementing the National Registration and Accreditation Scheme (the National Scheme) across Australia. Ensuring only health practitioners with the skills and qualifications to provide competent and ethical care are registered to practise.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Business Day means a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday.

Cosmetic Injectables by Danielle Ryan trading as Cosmetic Injectables by Danielle Ryan.

Confidential information refers to any data or information relating to either party, whether business or personal, written or oral and regardless of how or when it was provided to the other party, which would reasonably be considered to be private or proprietary to the disclosing party and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the disclosing party, and includes the terms of this agreement (except to the extent that disclosure of the terms is necessary for the purpose of legal or financial advice) and the amount or method of calculation of the Fees.

Consultation means a consultation with a Cosmetic Injectables by Danielle Ryan nurse or doctor to assess your suitability for a Procedure.

Fees means the fees charged by Cosmetic Injectables by Danielle Ryan for their Services and payable by the Patient.

Intellectual Property Rights means all intellectual property rights of any kind, in any jurisdiction, subsisting now or in the future (including, without limitation, business, company or trade names, domain names, patents, inventions, copyright, design rights, know-how, trademarks, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and including the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration, as well as all

digital and electronic rights.

Moral Rights means the personal rights of a creator to have his or her work attributed to them and to insist that its integrity be retained.

Non-Surgical Procedure means a procedure that is not a Surgical Procedure, and which is performed by a nurse, therapist or other suitably qualified person, such as the administration of muscle relaxants or dermal fillers or the performance of skin treatments.

Patient means the person who has requested Cosmetic Injectables by Danielle Ryan to provide Services.

Services means services we provide to you under this Agreement, which may include the performance of Non-Surgical Procedures.

Registered Nurse means a health care practitioner who is registered with AHPRA and has completed the relevant educational requirements by the state.

Treatment Fee means the amount you agree to pay to the Cosmetic Injectables by Danielle Ryan nurse or doctor performing your Procedure for the performance of that procedure.

Terms means the terms and conditions set out in this document.

## INTERPRETATION

In the interpretation of this agreement:

1. We refers Cosmetic Injectables by Danielle Ryan.
2. You refers to the Patient.
3. References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
4. Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
5. Headings and icons are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement;
6. Grammatical forms of defined words or phrases have corresponding meanings;
7. Parties must perform their obligations on the dates and times fixed by reference to Sydney, New South Wales, Australia;
8. Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
9. If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next Business Day;

10. References to a party are intended to bind their executors, administrators and permitted transferees; and
11. Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

## ACCEPTANCE

You will be deemed to have accepted these Terms and entered into a binding agreement with us based on these Terms if you instruct us to provide Services to you after a copy of these Terms has been provided to you, including by being made available on our Website. We may also require you to sign a copy of the Terms or otherwise acknowledge receipt and acceptance in writing.