

Membership at The Buff Day Spa is contingent upon acceptance of the terms and conditions set forth by the establishment. We recommend printing a copy of the terms and conditions for your personal reference. In the event that you disagree with the terms and conditions, kindly ensure that you cancel your membership prior to the initiation of your initial payment.

By subscribing to any of the Memberships, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

# The Buff Day Spa Exclusive Spa Membership Agreement

## TERMS

- 1. The Buff Day Spa, also referred to throughout the agreement as "we" and "us," is "The Company."
- 2. The terms "you" and "the member" apply to you if you bought a spa membership for yourself.
- 3. If you bought a spa membership as a gift, the rules governing payment still apply to the recipient. The member, referred to as "you" or "the member," is subject to the terms of membership and services.

## GENERAL

- 1. This Agreement is governed by Irish law. For your reference, kindly print a copy. Following your purchase, you'll receive an email with a copy as well.
- 2. The membership agreement is valid for 12 months (subject to the conditions outlined in the "Membership Duration and Renewal" section).
- 3. The other conditions of this Agreement remain in effect even if one or more of them are deemed unlawful, void, or unenforceable.
- 4. We have the right to modify the terms and conditions of the Membership Agreement at any time.
- 5. Using the email address you supplied at registration, we will send you a confirmation email validating the membership subscription you have chosen, along with these conditions.
- 6. All clients who are at least eighteen (18) years old are eligible for membership. You must have access to an email account and provide us with the email address.
- 7. Anyone who has been a client of The Buff Day Spa for more than six months is eligible to use the monthly payment option.
- 8. The Company reserves the right, without prior warning or justification, to limit the number of memberships that are offered at each tier or across the whole Spa.

- 9. Additional services (e.g., upgraded services) and products purchased more than the yearly entitlement will be paid at the current tariff or list price and will not be covered by this agreement.
- 10. Any service that is part of your entitlement is upgradeable if you pay the price difference between that service's current tariff or list price and your included entitlement.
- 11. Membership benefits, services, and facilities may be subject to change at the discretion of the Spa.
- 12. The Spa reserves the right to terminate or suspend a Membership if the member violates these Terms or engages in inappropriate behavior on the premises.
- 13. Membership cannot be combined with any other promotional offers or discounts unless explicitly stated.
- 14. The Spa is not liable for any loss or damage to personal belongings brought onto its premises.
- 15. Members must comply with the Spa's rules and regulations.

## MEMBERSHIP BENEFITS

- 1. UNWIND MEMBERSHIP
  - a. Access to the Spa's facilities 30 minutes before the scheduled massage appointment time.
  - b. Availability of robe, spa sandals, sauna, and use of tranquility room.
  - c. Buff Express Facial OR Back Massage with a choice of Scalp Massage/Hand Massage/Foot Massage (45 minutes).
  - d. 10% off any additional treatments booked on the day of your appointment or at another time during the calendar month.
  - e. 10% off Retail Products and Gift Vouchers.
  - f. FREE 30-minute treatment during your birthday month. (Treatments you can choose from are; Back Massage/Indian Head Massage/Shellac Manicure/Express Pedicure
  - g. Inclusion in an exclusive WhatsApp Group.
- 2. RESTORE MEMBERSHIP
  - a. Access to the Spa's facilities 30 minutes before the scheduled massage appointment time.
  - b. Availability of robe, spa sandals, sauna, and use of tranquility room.
  - Full Body Massage including Essential Oils/Hot Stones OR Dermalogica Spa Custom Facial/Image Facial with exfoliation plus/eye zone/LED Therapy with a choice of Hand Massage/Foot Massage. (1 hour 15 minutes)
  - d. 10% off Retail Products and Gift Vouchers.
  - e. 10% off any additional treatments booked on the day of your appointment or at another time during the calendar month.
  - f. FREE 30-minute treatment during your birthday month. (Treatments you can choose from are; Back Massage/Indian Head Massage/Shellac Manicure/Express Pedicure
  - g. Inclusion in the exclusive WhatsApp Group.
- 3. ELEVATE MEMBERSHIP
  - a. Availability of fluffy robes, spa sandals, and use of tranquility room.

- b. Choice of one treatment per month from the following list: HydraFacial Deluxe, Mesotherapy, Microneedling, Renewal Skin Treatment, UltraGlow, Image MD Peel or WOW Facial.
- c. 10% off Retail Products, Gift Vouchers, and any additional treatments booked.
- d. Earn 50 extra loyalty points each month.
- e. FREE 1 hour treatment during your birthday month. (Treatments you can choose from are; Swedish Massage/Indian Head Massage/Fabulous Feet Pedicure)
- f. Early access to information on the newest treatments and skincare innovations.
- g. Inclusion in the exclusive WhatsApp Group.

#### MEMBERSHIP FEE

The membership fee for each Membership level is as follows:

- 1. Unwind Membership: €79 per month.
- 2. Restore Membership: €120 per month.
- 3. Elevate Membership: €155 per month.

#### MEMBERSHIP DURATION AND RENEWAL

- 1. The Membership subscription is valid for a minimum duration of twelve months.
- 2. Memberships will automatically renew monthly unless cancelled by the member.

#### **BOOKING APPOINTMENTS**

- 1. Members must book their appointments in advance by the 5<sup>th</sup> of each month for each calendar month, subject to availability.
- 2. Failure to attend a scheduled appointment without providing at least 24 hours prior notice will result in the loss of that appointment.

#### MEMBERSHIP DISCOUNTS AND BENEFITS

- 1. Discounts and benefits provided as part of the Memberships are non-transferable and can only be used by the subscribed member.
- 2. The Spa reserves the right to modify or discontinue any discount or benefit provided as part of the Memberships.

#### MEMBERSHIP TERMINATION

 Members may terminate their Membership at any time by providing written notice to <u>info@thebuffdayspa.com</u>, providing your full name, phone number and which membership you subscribed to, this must be provided to the Spa at least four weeks prior to the next renewal date, or prior to the expiration of the current membership.

- 2. In the event of termination, the Member will not be entitled to any refund for the remaining period of the current billing cycle.
- 3. The Spa reserves the right to terminate a Membership if the Member breaches these Terms or engages in misconduct or disruptive behavior on the premises.
- 4. The Spa may also terminate a Membership with reasonable cause by providing written notice to the Member.

#### PAYMENT AND BILLING

- 1. Membership fees will be billed monthly.
- 2. Members must provide valid credit card details for payment.
- 3. If a payment fails, the Member will be notified, and the Spa may suspend or terminate the Membership if payment is not received within **5 working days** after the notification.

### PERSONAL INFORMATION AND PRIVACY

- 1. The Spa will collect, and process personal information provided by Members for the purpose of administering the Membership and providing the agreed-upon services.
- 2. Personal information will be handled in accordance with applicable privacy laws and the Spa's privacy policy.

## AMENDMENTS TO TERMS AND CONDITIONS

- 1. The Spa reserves the right to modify or amend these Terms and Conditions at any time.
- 2. Members will be notified of any changes to the Terms and Conditions, and continued use of the Membership after such notification constitutes acceptance of the modified Terms.

#### SEVERABILITY

1. If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

#### ENTIRE AGREEMENT

1. These Terms and Conditions constitute the entire agreement between the Member and The Buff Day Spa regarding the Membership subscription and supersedes any prior agreements or understandings, whether oral or written.

By subscribing to any of the Memberships, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.