

1. THERAPISTS/STYLISTS

Internal and external training provided to our Therapists/Stylists is to the highest standard available. Some of our Therapists/Stylists may be students who have been identified as suitably skilled and qualified to perform the services that they are assigned to. Clients must make Posh Lab aware of any specific requirement in terms of qualification and/or experience of their assigned Therapist.

Some treatments may require the Client to complete an Indemnity Form.

2. DURATION OF TREATMENTS

Treatment durations stated on price lists include preparation and recovery times. Examples of preparation and recovery times are times for clients to undress before treatments and get dressed after treatments or to wash feet before a Fish Spa treatment and exit the Fish Spa after treatments.

3. DEPOSITS

All bookings that exceed R500 in value will require a 50% upfront payment before the day of the treatment to secure the booking. If a deposit has not been received by the morning of the treatment, the booking will automatically be cancelled and will have to be rescheduled for a different day. Proof of payment must be sent to the e-mail address provided.

Some bookings (e.g., group bookings will require a 100% upfront payment).

4. CANCELLATION POLICY

Bookings for which an upfront deposit or full payment has been required, will not qualify for any refund if Posh Lab has not received a notice of at least 24 hours on a required rescheduling, change of booking or full cancellation. Clients will also not be allowed to exchange the booking for treatment or products vouchers to be used at a different future date if the 24 hour notice period requirement has not been adhered to. The payment will then be applied as a cancellation fee.

Clients who do not cancel at all or cancel partly at the time of arrival will be held accountable for 100% of the payment of the treatment as per the booking made.

For changed or cancelled bookings that qualify for a refund, section 8 will apply.

5. CLIENT REFUNDS AND COMPENSATION

Clients will not qualify for refunds if the Therapist or Stylist responsible for performing the service was not provided with a reasonable opportunity to provide the service. Clients must allow the full duration and completion of the service to qualify for a possible refund.

Refunds must be requested within 48 hours after receiving services and Clients requesting refunds must provide adequate proof as to why a refund is required. The extent of refunds

will be granted based on mutual agreement between Posh Lab and the applicable Client who received the services.

Refunds will be made within 1 week after agreement with Posh Lab that the refund request has been granted.

Refunds of deposits due to cancellation of existing bookings or returning of non-faulty products will be subjected to a 10% administration fee.

Requests for other compensation due to wrong doing of Posh Lab will be subjected to a thorough investigation by Posh Lab and also done based on mutual agreement between Posh Lab and the applicable client who received the services.

6. ONLINE BOOKINGS AND PURCHASES

Once an online booking or online purchase is made, the Client will receive an invoice with the banking details for the payment to be made.

Online bookings need to be paid for within 30 minutes after the booking has been made.

If a Therapist has become unavailable at a selected date and time after a booking has been made, Posh Lab will contact the client to move the booking to another available Therapist or to reschedule the appointment. If a booking is made under a Therapist who is not listed under that specific service category, in the online bookings tool, Posh Lab has the right to refuse the booking or to request the Client to move the booking to another Therapist or another date or time.

For online product purchases, Posh Lab will notify the Client once the product(s) can be collected at Posh Lab. If home delivery is required, a delivery fee will be charged at our standard mobile services rate.

7. PUNCTUALITY & COURTESY

As a courtesy to other clients who follow on an appointment, late arrivals will result in a reduction of treatment time or refusal of Posh Lab to perform the services. Posh Lab will however endeavour to carry out whatever possible within the time slot allocated. All times stated include preparation of room and client: i.e. 5 minutes at the beginning and end of treatment.

8. MOBILE PHONES

Mobile phones must be set on silent mode when in Posh Lab. Clients may not talk on mobile phones when in treatments or while sitting in the waiting area. Clients who do not comply with this rule will be asked to leave the premises of Posh Lab until the conversation has been completed.

9. GENERAL TREATMENT ADVICE**9.1 Food**

Always allow at least 1 hour to digest meals before having treatments.

9.2 Alcohol

Please notify your therapist if you have consumed alcohol before your treatment.

9.3 Medical Conditions

If you have any of the following conditions, it is essential to tell your therapist before your treatment as some electrical treatments are prohibited if you suffer from these conditions:

- a. Pacemaker
- b. Heart Condition
- c. Low or High Blood Pressure
- d. Diabetes
- e. Allergies
- f. Epilepsy
- g. Contact Lenses
- h. Pregnancy
- i. Metal Plates / Pins / Coil

Posh Lab has the right to refuse clients with fungal or other contractible infections, lice or nits, even if the infection is discovered after the start of the treatment.

10. NAILS

Nail polish, Gel and/or acrylic nails that lift, crack or have an uneven finish due to an error on the side of Posh Lab will be repaired at no charge. This does not include smudging of wet nail polish caused by the Client which will be charged at the standard nail repair price.

When a problem occurs with nails done by Posh Lab, evidence must be provided by the Client by visiting Posh Lab or sending a clear photo of the issue to an e-mail address or whatsapp number provided. When an e-mail or whatsapp is sent, it must be accompanied by a clear written description of the problem. Posh Lab will then consult with the Client to agree on the root cause of the problem and appropriate action will be taken.

Nails that break or chip due to client behaviour (generally chips or breakages) can be repaired at the standard Posh Lab rate.

Posh Lab may refuse to perform refills on gel or acrylic products not used by Posh Lab since layering different products may not have the desired effect.

11. WAXING

Do not have heat treatments or undertake exercise (e.g. sauna, sunbed, Jacuzzi, workout, or swim etc.) less than 8 hours before, or 24 hours after waxing. Ladies who are in their menstruation cycle are requested to refrain from receiving any bikini line or intimate waxes.

Posh Lab maintains a high standard of menstrual hygiene and has the right to refuse clients who do not comply with this request.

12. SPRAY TANNING

Do not apply any creams or roll-on before Spray Tan treatments. Exfoliate properly the day before especially on the knees, elbows and feet. Wear loose fitting clothes when coming for the Spray Tan. Swimwear or shorts may be used by Clients who are more conservative but disposable underwear is available at Posh Lab for ladies. Men can wear shorts or speedos. After a Spray Tan, refrain from treatments or exercise that can lead to excessive perspiration and only take a light shower without scrubbing 12 – 24 hours after the treatment. The Spray Tan can last up to 5 – 7 days, depending on the intensity of the colour and how the skin reacts to the product. Keeping the skin well moisturised after treatment can also help to prolong the tan.

13. LASH EXTENSIONS

The following Clients who have, or suffer from the following conditions, should refrain from booking eyelash extensions:

1. Pregnant ladies
2. Show allergic reactions to latex
3. Cancer patients
4. Claustrophobia
5. Skin diseases
6. Eye inflammation
7. 2 weeks before or after surgery
8. Received permanent make-up within the last 1 month.

Clients who wear contact lenses should bring the container and fluid for the lenses to be kept during the treatment. Clients who wear spectacles and/or sunglasses should bring them along for the length of the lashes to be determined to avoid future irritation.

After care – Avoid oil based mascara which weaken the lashes, oily eye cream or pulling lashes out. Only oil-free products recommended by the Therapist should be used. Please clean eyes with Johnson & Johnson baby shampoo (yellow bottle) while lashes are worn.

Lash extensions must be maintained every 2-3 weeks. Lashes shed every day and therefore Clients will lose lashes as the natural lashes shed.

Clients must complete an indemnity form before receiving this treatment.

14. FISH SPA

Clients will be notified the evening before a treatment that no cream or oils should be applied to their legs before coming for a Fish Spa. Clients with sores or skin conditions will not be allowed in the Fish Spa.

15. PERSONAL INFORMATION

Any information submitted by Clients (including, but not limited to, name, e-mail address and delivery address) will be used for one or more of the following purposes:

1. Alerting the client to product upgrades, special offers or updated information.
2. To enable us to provide services and products most relevant to you.
3. Administration, marketing and profiling your requests and preferences.

Posh Lab endeavours to ensure that the highest standard of diagnosis and treatment is given. This includes strictly ensuring that our Staff members adhere to all precautions in order to ensure optimum hygiene.

Posh Lab is open to receive any legitimate/ honest/ consumer complaints from our Clients subject to the following:

1. The Client must disclose all medical information (history) and known allergies to the Therapist.
2. The Client accepts that Posh Lab cannot be held liable for any injury/ death or otherwise incurred damages due to failure to disclose by the Client.
3. The Client must immediately submit to the practice and bring to the attention of the practice any product / treatment that has been found to be harmful or defective.
4. All warnings/ instructions of all products purchased must strictly be adhered to by the Client.

16. PERSONAL BELONGINGS

It is the Client's duty to ensure that all personal belongings such as jewellery, wallets / purses are kept safe and not brought in to Posh Lab. The Client thus must ensure that this requirement is adhered to, if not, Posh Lab cannot be held responsible for any theft or loss.

17. DISCOUNTS

Client discounts (services, equipment and retail) must be within the guidelines provided by Posh Lab Management.

A client may qualify for a discount based on the status of his/her Loyalty or VIP Card. It is the responsibility of the Client to produce the Loyalty or VIP Card before invoicing is done. No discounts will be applied retrospectively. Only one discount can be used per visit and cannot be accumulated to be used at the same time.

18. MONTH END PAYMENTS

Clients may apply for month end payment options. Posh Lab Management will consider applications and has the right to refuse applications without stating the reason. Clients who qualify for month end payments are required to sign a contract with Posh Lab.

19. SPECIAL OFFERS

Posh Lab will publish Crazy Deals and Instant Specials at frequent intervals. No additional discounts will apply to these specials and they are to be booked for the period that the

specials apply. Clients may not buy vouchers of these specials to be used during future timeframes.

20. CASH WITHDRAWAL VIA CREDIT CARD

An additional fee of 5% will be charged for any cash withdrawals via the credit card machine.

21. CLIENT FEEDBACK FORM AND GENERAL SATISFACTION

All Clients are requested to complete a Client Feedback Form and provide honest feedback regarding the quality of services received.

To prevent any inconvenience of the Client or re-work by Posh Lab, Clients are requested to highlight to his/her Therapist or Posh Lab Management any dissatisfaction or concerns over the services offered while still in the treatment or at Posh Lab rather than raising post visit complaints.

22. INAPPROPRIATE CLIENT BEHAVIOUR

Services will be stopped and/or Clients will be asked to leave the Posh Lab premises without any refund or opportunity to reschedule if they display improper behaviour in front of other Clients and/or Therapists/Stylists. This includes the making of sexual advances, sexual gestures or sounds, racist behaviour, shouting, making threats or any other hostile behaviour.

23. REFUSAL TO PAY

The necessary action will be taken against Clients who refuse to pay for treatments received without a valid reason why non-payment is justified.

24. CHILDREN

Children accompanying their parents to treatments must not be any disturbance to the Therapists/Stylists of other Clients or otherwise services will be stopped without any refund.

Children who attend kids' parties at Posh Lab must adhere to the Terms & Conditions of Posh Lab. They are also expected to display appropriate behaviour expected in a salon/spa environment such as low noise levels, no running in the salon, no screaming to prevent disturbance to other Clients. A mandatory Party Coordinator will be charged to all kids parties consisting of 5 or more children at a standard rate indicated in the pricelist. Children refusing to adhere to instructions/requests from the Coordinator or Posh Lab Management will be asked to leave the Posh Lab premises without any refund.

Parents take responsibility for all services performed on their children. For example, gel nail application may damage children's nails. Although Posh Lab may advise parents accordingly, the parents will take ultimate responsibility for insisting that adult services be performed on children based on their insistence.

25. COVID-19 RULES

The following rules apply regarding COVID-19 infections and precautions:

1. Rules and regulations for salons as gazetted by the Government of South Africa will apply at all times
2. Clients and staff must wear their masks at all times
3. Clients and staff must allow 1.5m between one another
4. No touch greetings will be allowed
5. Client and staff must sanitize their hands at the sanitation station before entering Posh Lab
6. Clients must enter their details in the log at Reception
7. Client must not arrive at Posh Lab more than 5 minutes before the scheduled time and may be requested to remain in their cars until collected by Posh Lab staff
8. Clients may need to wait outside the door if they cannot maintain social distancing of 1.5m until the start of their appointments
9. Clients are not allowed to bring any guests to Posh Lab
10. No refreshments will be served as per government regulations
11. Posh Lab may limit contact payments such as cash payments

26. DETAILED DESCRIPTION OF GOODS AND/OR SERVICES

Posh Lab is a business in the Beauty and Hair Industry that provides services to the general public.

27. DELIVERY POLICY

Subject to availability and receipt of payment, request will be processed within 7 days and delivery confirmed by way of email.

28. EXPORT RESTRICTIONS

The offering on this website is available to South African clients only.

29. RETURNS AND REFUNDS POLICY

The provision of goods and services by Posh Lab is subject to availability. In cases of unavailability, Posh Lab will refund the client in full within 30 days. Cancellation of orders by the client will attract a 5% administration fee.

30. CUSTOMER PRIVACY POLICY

Posh Lab shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569.

31. PAYMENT OPTIONS ACCEPTED

Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the (Your Company) bank account, the details of which will be provided on request.

32. CARD ACQUIRING AND SECURITY

Card transactions will be acquired for (Your Company) via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

33. CUSTOMER DETAILS SEPARATE FROM CARD DETAILS

Customer details will be stored by (Your Company) separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO PayGate refer to www.paygate.co.za.

34. MERCHANT OUTLET COUNTRY AND TRANSACTION CURRENCY

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

35. RESPONSIBILITY

Posh Lab takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

36. COUNTRY OF DOMICILE

This website is governed by the laws of South Africa and (Your Company) chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

37. VARIATION

Posh Lab may, in its sole discretion, change this agreement or any part thereof at any time without notice.

38. COMPANY WEBSITE INFORMATION

This website is run by SciBit - Scientific Bitware Pty Ltd, based in South Africa trading as SciBit - Scientific Bitware and with registration number 1998/004427/07.



39. COMPANY INFORMATION

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