

## **Sample Beauty Service Contract**

### **INSTRUCTION FOR USE**

1. This Sample Contract is intended to demonstrate how the Guidelines on Drafting Standard Form Consumer Contract for Beauty Industry (the “**Guidelines**”) should be complied with. The user is advised to adapt this Sample Contract to particular circumstances of the transaction, of course, in line with the requirements set out in the Guidelines.
2. It is intended that the Sample Contract applies to prepaid contracts under which services and products (if any) shall be supplied over a period of time.
3. Before you use this Sample Contract, you should read carefully the Guidelines so as to ensure that your contract is consistent with the Guidelines.

### **DISCLAIMER**

1. The Council does not recommend or endorse any company or individual who use this Sample Contract.
2. If you use this Sample Contract as the basis for your contract with consumers, you should modify it to suit your particular circumstances while ensuring that you comply with all applicable laws and the Guidelines. You are recommended to seek legal advice in the drafting of your own contracts.

## Beauty Service Contract

### Important Notice

A cooling-off period applies to this Contract.

You, the client, may cancel this contract during the cooling-off period provided for under Clause 2 of this Contract.

If you choose to cancel this Contract, you must notify us, the supplier, about your intention to do so pursuant to that Clause. Please also note that your other rights and obligations in relation to your cancellation of this Contract within the cooling-off period are set out in the provisions under that Clause. You have to read them carefully.

**Date:**

**Parties:** [Name] of [Address] [Contact Number] [Membership Number {if appropriate}] (the “**Client**”)

[Name] of [Address] (the “**Supplier**”)

#### **1. Service(s)/ Product(s) to be provided**

- 1.1 The Supplier shall provide the Service(s) and the Product(s) (if any) to the Client at the location and price(s) as described in Clause 1.3 below.
- 1.2 For the avoidance of doubt, the Service(s) shall include but not limited to the performance of the Treatment, the use of material and device/equipment incidental to the performance of the Treatment, and the provision of consultation services in connection with the Treatment, where applicable.

### 1.3 Schedule of Service(s)/ Product(s) and Price(s)

Code	Location	Service (Treatment) / Product <sup>1</sup>	Unit Price	Quantity	Total (HK\$)

- a) If the supplier agrees to provide any free item in addition to the service(s) and/or product(s) to be charged, such items should be stated expressly and clearly in the Schedule.
- b) If discount is given, the supplier should state expressly and clearly in the column of “Unit Price” both the discounted price and the original price.

Total sum payable	HK\$		
Deposit paid	HK\$	Date:	Invoice No.:
Balance	HK\$	Due Date:	
Payment method	<input type="checkbox"/> Cash	<input type="checkbox"/> EPS	<input type="checkbox"/> Credit Card

Description of the Treatment/Product (including the free item)
(Details of the Treatment such as the method and equipment to be used and the frequency of the Treatment.)

<sup>1</sup> To avoid confusion the title of the treatment or product should be the same as that advertised and/or used by the supplier during negotiation for the contract.

**2. Client’s Right to Cancellation during Cooling-off Period**

- 2.1 Subject to Clauses 2.4 to 2.6, the Client may cancel this contract by giving a notice in writing (the “**Notice of Cancellation**”) to the Supplier within 7 working days from the date hereof (the “**Cooling-Off Period**”) without incurring any payment liability or other obligation.
- 2.2 The notice of cancellation may be served in person, by mail, e-mail or fax with copy(ies) of (insert name(s) of document(s) necessary for administrative purposes) and shall be effective upon physical receipt, the date of postmarking or the day when the email or fax is sent, as the case may be.
- 2.3 The Supplier shall refund all the monies paid by the Client under this Contract, minus any of the fees set out in Clauses 2.4 to 2.6, within 30 days after the service of the Notice of Cancellation.
- 2.4 If the Client cancel the contract during the cooling-off period, the Supplier may charge an amount in accordance with Schedule I below to cover the Supplier’s administrative expenses.

Schedule I

Administrative Fees to be charged for Cancellation of Contract during the Cooling-off Period

Time of Termination	Fees (% of contract price)*	Fixed Sum*
1-5days	5%	\$500
6-7 days	7%	\$1,000

\*whichever is the less should be applicable

**[Clauses 2.5 to 2.7 are applicable only where service and/or product is to be provided within the cooling-off period.]**

- 2.5 The Supplier shall provide the Product(s) stated in Schedule II below to the Client within the Cooling-Off Period. If the Client cancels this Contract within the period, the Client shall be required to return in person

the Product(s) so provided (except the free gift), unused with the packaging, if any, intact, to the Supplier. Otherwise, the Client shall pay the Product(s) at the price set out in Schedule II below.

Schedule II

Product(s) provided during the Cooling-off Period

Product	Quantity	Free/ Unit Price	Total

2.6 The Supplier shall provide the Service(s) stated in Schedule III below to the Client within the cooling-off period. If the Client cancels this Contract within the period, the Client shall be required to pay for the Service(s) so provided (except any Service(s) agreed to be provided for free) in accordance with the Schedule.

Schedule III

Service(s) provided during the Cooling-off period

Service (Treatment)	Quantity	Free/ Unit Price	Total

2.7 If the Client continues this Contract after the cooling-off period, the Supplier shall waive/reduce charging for the Service(s) and/or Product(s) respectively provided under Clauses 2.5 and 2.6 in accordance with Schedule IV below.

## Schedule IV

Free/Discounted Service(s) and/or Product(s) provided during the Cooling-off Period

Service (Treatment) / Product	Quantity	Free/Discounted Unit Price (% of Discount)	Total

### 3. Client's Right to Termination

3.1 The Client or his/her administrator(s) or executor(s), as the case may be, may terminate this Contract by a twenty one (21) day notice in writing in the event of: -

- i) death or incapacitating illness or physical disability of the Client rendering performance of this Contract impossible or impracticable;
- ii) the Supplier's repeated and persistent failure to perform its obligations under this Contract;
- iii) a transfer of any right or obligation of the Supplier under this Contract to another person without the Client's consent in writing;
- iv) relocation of the premises where the contract is performed; or
- v) closure of the premises for a period of more than four (4) weeks.

3.2 In the event of termination by reason of Clause 3.1(i), the Client shall pay a cancellation fee in the sum of (insert an amount representing the administrative costs reasonably incurred as a result of the termination) to the supplier.

3.3 Upon receipt of the notice, the Supplier shall refund any unused balance to the Client or his/her administrator(s) or executor(s), as the case may be, within thirty (30) days.

3.4 Refund of the unused balance shall not in any event prejudice or affect any claim of the Client or his/her administrator(s) or executor(s), as the case may be, against the Supplier for death or injuries caused by the negligence or any other faults of the Supplier, its servants or agents.

#### **4. Record card**

4.1 The Supplier shall note accurately and legibly in a record card the number of treatments in a course, and the date of each treatment and other details such as the machine settings, the products used during the treatment and/or advised for home use, and the names of the handling beauticians.

4.2 The Client shall have access to the information contained in the record card.

#### **5. Appointment**

5.1 The Client may make, cancel or change appointments at least \_\_\_ hours in advance at the booking desk during the office hours, by calling the Supplier at \_\_\_\_\_ (telephone number: \_\_\_\_\_ or \_\_\_\_\_) from \_\_\_ am to \_\_\_ pm or by e-mailing (e-mail address) at any time.

5.2 The Supplier shall confirm with the Client the making, cancelling or changing of appointment as soon as practicable.

#### **6. Standard of Performance**

6.1 The Supplier shall perform its Service(s) with care, skill and diligence to such standard of quality as it is reasonable for the Client to expect in all the circumstances.

#### **7. Warranty**

7.1 The Supplier warrants that the Service(s) and Product(s) (if any) are safe and fit for the Client's intended purpose which has been made known to it, or which it would reasonably be expected to know.

7.2 The Supplier further warrants that all information, representations or

statements provided by it to the Client in connection with the Services and Product(s) (if any) are accurate. The Supplier acknowledges that the Client enters into this Contract in reliance upon such information, representations and statements.

## **8. Personal data and Privacy**

- 8.1 The Supplier shall comply with all the laws and regulations in relation to the protection of personal data and shall use its best endeavours to keep confidential all the personal, sensitive and health information obtained from the Client.

## **9. Force Majeure (events beyond the Party's control)**

- 9.1 A party shall not be liable or responsible for any failure to perform, or delay in performance of any of the Party's obligations under this Contract that is caused by events beyond the Party's reasonable control ("Force Majeure Event"). A Force Majeure Event includes (a) strike, lock-out or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) impossibility of the use of public or private transport; and (e) impossibility of the use of public or private telecommunication networks.
- 9.2 The Party's performance under this Contract is deemed to be suspended for the period that the Force Majeure Event continues. Nonetheless, the Party shall use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under the Contract may be performed despite the Force Majeure Event.

## **10. Assignability**

- 10.1 This Contract is not assignable or transferrable unless otherwise agreed expressly by the parties in writing.

## **11. Variation**

- 11.1 Any terms and conditions of this Contract can only be varied by consent in writing from the Client.



**12. Governing Law and Jurisdiction**

12.1 This Contract is governed by, and shall be construed in accordance with, the Laws of Hong Kong. The parties submit to the non-exclusive law and jurisdiction of the courts of Hong Kong.

**Signatures**

[If the Client is under the age of 18, his/her parent or guardian must execute the following, for and on behalf of the minor.]

Parent/ Guardian
I, the undersigned _____ (parent/guardian’s name) the parent/legal guardian of the Client, _____ (the Client’s name) hereby execute this Contract for and on behalf of the Client. As the natural or legal guardian of the Client, I hereby agree to bind myself and the Client to the terms this Contract. I represent that I have the legal capacity and authority to act for and on behalf of the Client.
Signature : _____
Name : _____
Relationship with the Client : _____
Contact No. : _____
Address : _____
Date : _____

Client’s signature : \_\_\_\_\_ Supplier’s signature : \_\_\_\_\_