

Privacy Policy

1. Introduction

This privacy notice provides you with details of how we collect and process your personal data as a client and through your use of our site www.fitandskinstudio.co.uk including any information you may provide through our site when you make an enquiry.

By providing us with your data, you warrant to us that you are over 16 years of age.

F&SS is the data controller and we are responsible for your personal data (referred to as “we”, “us” or “our” in this privacy notice).

1.1. Contact Details

Our full details are:

Clinic C

Email address: info@clinic-c.co.uk

Postal address: Clinic C, 365 Holburn Street, Aberdeen, AB10 7FQ

If you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner’s Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

It is very important that the information we hold about you is accurate and up to date. Please let us know if at any time your personal information changes by emailing us at info@clinic-c.co.uk

2. What Data Do We Collect About You?

Personal data means any information capable of identifying an individual. It does not include anonymised data.

We may process certain types of personal data about you as follows:

- Identity Data may include your first name, maiden name, last name, title, date of birth and gender.
- Contact Data email address and telephone numbers.
- Transaction Data may include details about payments between us and you.
- Profile Data may include your interests, preferences, feedback and survey responses.
- Marketing and Communications Data may include your preferences in receiving marketing communications from us and your communication preferences

2.1. Special Category Data

When working with us as a client, we collect the following special category data:

- Client Consultaion Form

We need to collect the following special category data about you, in order to confirm your readiness to undertake physical activity with us. We collect this data in our Client Consultation Form) which you complete prior to beginning any activity with us.

- Body Analysis

We offer clients the opportunity to have their body composition analysed using Accuniq Body Composition Analyser. This is entirely voluntary. The delivery of this service necessitates the collection of special category data about your body composition.

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3. How We Collect Your Personal Data

We collect data about you through a variety of different methods including:

- Direct interactions: You may provide data by filling in forms on our site (or otherwise) or by communicating with us by post, phone, email or otherwise.

4. How We Use Your Personal Data

We will only use your personal data when legally permitted. The most common uses of your personal data are:

- Where we need to perform the contract between us.
- Where it is necessary for our legitimate interests and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally, we do not rely on consent as a legal ground for processing your personal data. In relation to sending marketing communications to you via email or text message, we rely on legitimate interests as the legal ground for processing your personal data. You have the right to opt out of these communications at any time by emailing us at info@clinic-c.co.uk

4.1. Purposes for processing your personal data

Set out below is a description of the ways we intend to use your personal data and the legal grounds on which we will process such data. We have also explained what our legitimate interests are where relevant.

We may process your personal data for more than one lawful ground, depending on the specific purpose for which we are using your data. Please email us at info@fitandstudio.co.uk if you need details about the specific legal ground we are relying on to process your personal data.

4.2. Marketing communications

You can ask us to stop sending you marketing messages at any time by emailing us at info@clinic-c.co.uk

Where you opt out of receiving our marketing communications, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

4.3. Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to find out more about how the processing for the new purpose is compatible with the original purpose, please email us at:

info@clinic-c.co.uk.

If we need to use your personal data for a purpose unrelated to the purpose for which we collected the data, we will notify you and we will explain the legal ground of processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law.

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5. Disclosures of your Personal Data

We may have to share your personal data with the parties set out below for the purposes set out in paragraph 4 above:

- Professional advisers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities based in the United Kingdom and other relevant jurisdictions who require reporting of processing activities in certain circumstances.
- Third parties to whom we sell, transfer, or merge parts of our business or our assets.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions and your permission.

6. Data Security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know such data. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

7. Data Retention

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see below for further information.

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8. Your Legal Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. These include the right to:

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

You can see more about these rights at:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

If you wish to exercise any of the rights set out above, please email us at info@clinic-c.co.uk.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

9. Third Party Links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

Terms & Conditions

Payment and Availability

All prices are in UK pounds and all of our treatments and services are subject to availability. Whilst every effort is made to ensure the smooth running of Clinic C, ongoing maintenance, refurbishment, or unforeseen circumstances may result in some of the facilities being withdrawn at short notice. All facilities are subject to availability. Please note, we do not accept American Express (Amex) or PayPal. We do accept cash payments, but ask that exact payment is provided by our customers.

Arriving

Please try to arrive 10 minutes before your appointment time. This will give you plenty of time to check in, use the restroom and complete the necessary consultation forms. Arriving late will take time out of your appointment minutes as each session will be finished exactly on time as a courtesy to the next client. Prior to your appointment we will inform you of any preparation required in advance of your treatment. Failure to follow the guidelines may result in cancellation of your appointment, reduced treatment time, or fees being charged.

Age Restriction & Children

Any client requiring treatment bringing a child with them, must also be accompanied by another adult to chaperone the child whilst the client is being treated. Failure to bring an adult chaperone with any child will result in the treatment being cancelled and loss of the value pack treatment or deposit. No children under the age of 16 years must be left unattended within the clinic at any time.

For health and safety reasons, children nor any other person(s) or guests are permitted to attend the same treatment room in which treatments are being conducted.

Clients Consultation Forms

All new clients will be requested to complete a Client Consultation Form before our therapists can perform any treatment on you. Failure to do so will result in as refusing to perform your treatments. Please advise us of any health conditions, allergies or injuries which could affect your service when completing this form. It is your responsibility to let us know of any changes in your circumstances before your treatment goes ahead. We also reserve the right to ask you to complete the Consultation Forms every 6 months so that we can update our records.

Loss or Damage of Personal Items

We regret that we cannot be responsible for any loss or damage of personal items at the Studio. Please keep your personal belongings with you at all times or locked in one of the lockers.

Terms & Conditions

Booking your Appointment

All bookings require a minimum 50% deposit payment at the time of making the booking whether made in person or via our online booking system. If you are making a booking with a gift voucher, please ensure you quote the voucher number.

Whole Body Cryotherapy blocks

All blocks of Whole Body Cryotherapy must be used within a 3 month time period. If the purchased amount of sessions are not used within this time period, all remaining sessions will be lost and another block will be required to be purchased by the user.

Cancellation Policy

Clinic C reserve the right to change the date of or cancel your booking if its premises are closed due to the circumstances beyond its control, including, but not limited to fire, therapist availability, by order of any public authority or any other force majeure event. Treatments that are missed or not rescheduled within 24 hours of appointment time will result in your deposit becoming non-refundable and your appointment being charged in full. 50% pre-payable deposit must be taken at the time of booking. Standard cancellation is up to 24 hours prior to your treatment booking. If you cancel your treatment within 24 hours prior to your booking, you will be charged in full for your treatment. If you cancel within 48 hours, you will be deducted 50% of the treatment total. The management reserve the right to alter any treatment or price at any time, within reason, without prior notice. Please note- pricing for bespoke skincare packages are based on an annual programme and payments are to be made monthly, or annually (to be agreed between the client and Clinic C) cancellation of treatments will result in the monthly payment being made in full. If you have symptoms of Covid and need to cancel your treatment – you must provide us with consent from your GP that you have incurred a positive test and you are unable to attend. Failure to provide GP consent will result in cancellation fee. In the event of cancellation for any other illness, GP consent must also be provided in writing to avoid cancellation fees.

Refunds

Refunds will be provided where required in accordance with the Scottish Consumer Law. We want you to be a satisfied patient so if our service or equipment is faulty, it may either be replaced or for the client to be refunded or treatment rescheduled. We cannot refund for products or services when the request is due to a change of mind.

Terms & Conditions

Bespoke Services/Programmes

If a bespoke programme or service is provided, Clinic C reserve the right to require payment in full prior to commencement, unless an alternative payment plan has been agreed to (e.g., weekly/monthly payments). These are non-refundable and cannot be used as payment against any other service in Clinic C. In addition, the contents including services and pricing of these packages are considered private property of Clinic C and are therefore not permitted to be shared with other salons, studios or similar.

Liability

Clinic C will not be liable in contract, tort or otherwise for any economic loss (including, without limitation, loss of profit), or for any other special, indirect or consequential loss or damage arising out of, or in connection with, its provision of any goods and/or services to the client.

It is the patient/client's responsibility to ensure that he or she provide us with all relevant medical details prior to each treatment. Clinic C will not be liable for any damage that occurs as a result of the client's failure to disclose such details. The client agrees to comply with all post treatment advice and instructions.

Gift Vouchers

Gift vouchers are non-refundable and cannot be exchanged for cash or products.

Mobile phones

Please consider others when using your mobile phone and keep calls to a minimum.

Complaints Policy

It is our objective to ensure that every client is delighted with the services that they receive at Clinic C. However, we recognise that on occasions things can go wrong. The quickest and most effective way of resolving any problem is to bring it to our attention immediately. Please raise your concern with Clinic C General Manager, Ross Dunbar. We will listen carefully to your concerns and do what we can to correct any problems. Healthcare Improvement Scotland is the regulator for independent healthcare services across Scotland and can accept complaints at any time from a complainant. Should a client wish to contact them they can reach them using the following details:

Healthcare Improvement Scotland
Independent Healthcare Team
Gyle Square, 1 South Gyle Crescent, Edinburgh EH12 9EB
Tel: 0131 623 4342
hcis.ihcregulation@nhs.net