

# SHAPE UP HOUSE SINGAPORE PTE LTD

391 Orchard Road, Ngee Ann City Tower B #05-25 Singapore 238874 Tel: (65) 6235-2236 Fax: (65) 6235-3371 Co. Reg. No 201316285R GST. Reg. No. 201316285R

# **SPA Policy** *Terms & Conditions*

# 1 Commitment to Provide Quality Goods & Services

- 1.1 The ethos of Shape Up House Singapore is "FIVE STAR QUALITY".
- 1.2 As such, Shape Up House Singapore is very much committed to providing goods and services of satisfactory quality as defined in the Sales of Goods Acts S14(2). This takes into consideration our description of the goods and services, the price (if relevant) and all other relevant circumstances.
- 1.3 Shape Up House Singapore also provides services in compliance with the Massage Establishment Act and related regulatory requirements as mandated by the Singapore Police Force.

#### 2 Warranties & Service Guarantees (including Cooling-Off Period)

- 2.1 Shape Up House Singapore guarantees the quality of good and level of services rendered through continuous in house innovation and quality excellence. Our uninterrupted services during treatment will satisfy you and enhance your pleasure, assuring you of service that may exceed your expectations.
- 2.2 All products used and / or sold by Shape Up House Singapore are genuine articles that are manufactured exclusively by selected suppliers for Miss Paris limited, the Japanese headquarters of Shape Up House Singapore. All such products carry a limited guarantee by Miss Paris Limited.
- 2.3 The customer shall be allowed to inspect the goods at any time before purchase. However, this is limited to inspection of the product only and you are not to break any quality seals or open the product seal. If the customer wishes to test the goods, we will be happy to provide you with a sample upon request and where available in store.
- As part of our business obligations, we are to provide you with a "Cooling-Off" period of at least 5 working days (excluding Saturdays, Sundays and Public Holidays). To show our sincerity and commitment to providing "FIVE STAR QUALITY", we are pleased to accord you a "Cooling-Off" period of 5 working days (excluding Saturdays, Sundays and Public Holidays) which commences on the date you have made payment to us for any goods and services.

2.5 During the "Cooling-Off" period, you are allowed to seek a full refund for any goods and services which you have purchased but do not wish to proceed with. This is only applicable to goods and services which you have not used.

# 3 Exchange & Refund

#### **Exchange**

3.1 Customers may exchange their spa package / treatment program for another package or program at any time provided the exchange is for an equivalent or higher value. Where a spa package / treatment program to be exchanged is of a higher value, the difference in value must be paid in full.

#### Refunds

- 3.2 A customer wishing to return or refund a purchase of any spa package / treatment program can do so within 5 working days beginning from the date on which such spa package / treatment program was purchased. During such "Cooling-Off" period, Shape Up House Singapore will make available the full refund of the purchase price already paid by the customer unless such purchase has been utilized, in which case, only the remaining balance will be refunded.
- 3.3 Depending on the method payment was made by the customer; refunds may either be made out by Shape Up House Singapore by way of cheque (for cash, cheque or NETS payments) or refunded through the account paid (for credit card payments). Shape Up House Singapore's Refund Policy does not apply to ala-carte spa services or spa certificates, whether purchased or complimentary.
- 3.4 For product refund or exchange, Shape Up House Singapore will only accept unopened items in their original packaging. No refund or exchange will be provided after the "Cooling-Off" period or if the product has been opened, used or tampered with. Product exchanges will be for items of equal or lower value. In order to refund, the original receipts along with the products are required for verification purposes.
- 3.5 Shape Up House Singapore may, in the following situations, consider a goodwill refund of the spa package / treatment program outside of the "Cooling-Off" period where the customer is subsequently certified unfit by a registered medical practitioner to undergo the spa package / treatment program and the certification provided by the medical practitioner makes a specific reference to that spa package / treatment program, or where it is necessary for the customer to subsequently leave Singapore permanently for a period of not less than 24 months and documentary proof of such departure can be proved.
- A goodwill refund by Shape Up House Singapore will be for a maximum cash refund equivalent to 50% of the unutilized value of the spa package / treatment program. Alternatively, customers may also exchange for any of our products equivalent to and not exceeding the value of the unutilized portion of the spa package / treatment program.

3.7 Unless refunded, all spa package / treatment program must be completed within the duration conveyed to the Customer at the point of purchase.

### 4 Deposits In Event Of Cancellation

- 4.1 Shape Up House Singapore may require deposits for confirmation of spa bookings from new and non-regular customers. No deposit is required for recipients of gift certificates. For any cancellation where Shape Up House Singapore required a deposit, the deposit will only be returned if the customer informs Shape Up House Singapore at least 24 hours before the appointment, either by phone or email to allow Shape Up House Singapore reasonable time to better allocate its limited resources to the benefit of all its Customers. Late cancellation or "no-show" by customers will result in their deposit being forfeited.
- 4.2 In the event that a customer is late for any booking, Shape Up House Singapore reserves the right to reduce a session's duration accordingly or complete the session by the appointed time and charge the full price of the booked treatment.

# 5 Redemption of Sales / Gift Voucher

5.1 Shape Up House Singapore may offer promotions in the form of Sales / Gift Vouchers from time to time. Customers are encouraged to read and understand the Terms and Conditions of such promotional redemptions as are found on such vouchers prior to redemption.

# 6 Avoidance of Selling Activities (particularly during treatments)

- 6.1 It is our policy to ensure that customers are and continue to be satisfied with the treatment provided by us. Prior to and after your session, our staff may conduct an analysis of your suitability for our products and treatments. Do note that whilst our staff may recommend certain products and treatments to you during your session, we respect your decision on whether to accept such recommendations. Shape Up House Singapore does not condone and strictly prohibits its staff from engaging in highly persuasive or aggressive sales tactics specifically during treatments.
- 6.2 Should you encounter our staff attempting to sell products and services during the treatment, please let us know as soon as possible after your treatment session. We welcome your feedback and will take the necessary action.

#### 7 Notification of Insurance

7.1 It is Shape Up House Singapore's policy to inform and cover customers with insurance upon the receipt of their pre-payments to our business. Customers will be issued with documentary proof of insurance upon Shape Up House Singapore's receipt of their payment.

#### 8 Discounted Prices

8.1 Discounted prices and promotions conducted by Shape Up House Singapore, if any, will be clearly stated in Shape Up House Singapore's marketing or promotional materials and displayed at the Spa reception area.

### 9 Payment Methods and Channels

- 9.5 Payment by the Customer to Shape Up House Singapore can be made by either Cheque, Cash, Nets or accepted Major Credit Cards. The currency for all payments made shall be in Singapore Dollars.
- 9.6 Customers will be issued with an official tax invoice for each and every payment made to Shape Up House Singapore. Shape Up House Singapore is a GST registered organization.

#### 10 Accuracy of Charging

- 10.1 It is Shape Up House Singapore's policy to list clearly all prices including Goods and Services Tax where applicable, in our Tax Invoice and other communication materials.
- 10.2 Shape Up House Singapore is committed to the avoidance of over or undercharging.

# 11 Transparency of Prices for Treatments and Spa Packages

- All list prices of spa packages / treatments offered by Shape Up House Singapore shall be presented to the customer in a manner that is clear, simple, accurate and easily understood.
- 11.2 All charges, including discounts, will be revealed to the customer before confirmation of purchase.

# 12 Additional Services and Charges

- 12.1 Additional services or treatments requested by customers such as add-ons or upgrades not included in the original package will be provided by Shape Up House Singapore to the customer based on our list price at the time of such request.
- 12.2 Such extra charges to be incurred shall be indicated to the customer at the time of request.

#### 13 Honouring Prices quoted at time of booking

13.1 Shape Up House Singapore will honour all prices quoted at the time of booking for spa package / treatment and related services.

# 14 Confidentiality of Customer Data

- 14.1 Shape Up House Singapore safeguards all information shared by the customer with Shape Up House Singapore in accordance with strict standards of security and confidentiality.
- 14.2 Shape Up House Singapore endeavors to limit the collection and use of customer's personal particulars and information, whenever possible, to the minimum on a need-to-know basis only and for the purpose of completing the transaction as well as facilitation of smooth delivery of services.
- 14.3 Shape Up House Singapore does not divulge the customer's personal information to any unauthorized third party without the customer's prior written consent unless required to by

law. Shape Up House Singapore will make every effort to ensure that the integrity of the customer's personal particulars and confidential information given are not compromised.

#### 15 Feedback Policies

- 15.1 Shape Up House Singapore is committed to continued Service Excellence and values all feedback. Customers may contact Shape Up House Singapore with their concerns through either of the following methods:
  - (a) email us at <u>Singapore@miss-paris.com.sg</u>; or
  - (b) calling us at 6235-1159/2236 during business hours.
- 15.2 Shape Up House Singapore will promptly investigate and act to respond to areas of concern highlighted to Shape Up House Singapore by customers. Shape Up House Singapore endeavors to provide an interim response to customers within 5 working days. However, due to the complexity of certain cases, the time taken to resolve any complaint may be extended to 21 working days. If Shape Up House Singapore is unable to resolve the complaint amicably, we will with the customer's mutual consent refer the issue to CASE for mediation or any other external mediation channels.

#### 16 Privacy Protection

- 16.1 Shape Up House Singapore practices a strict policy of ensuring that no video recording device and/or any other form of image capturing devices are present in treatment rooms.
- 16.2 Shape Up House Singapore offers services to both sexes and separate facilities, including shower and locker facilities where necessary, will be provided for both men and women respectively.

### 17 Know Your Customer

17.1 Shape Up House Singapore seeks customers' cooperation to complete a Health Questionnaire so that Shape Up House Singapore may assess the health condition of the customer prior to recommending or commencing any treatment and/or product.

#### 18 Miscellaneous

18.1 Shape Up House Singapore reserves the right to change, amend, insert or delete any of the terms and conditions, or policies as the case may be, without prior notice.