

<<INSERT NAME>>

## TERMS AND CONDITIONS

### BACKGROUND:

These Terms and Conditions are to be read in conjunction with the following apply:

- A. to provision to customers of the Salon (the "Services" is defined in Clause 1 below) by the Salon, namely <<Insert Name>> of <<Address>>] **OR** [a company registered in <<Country of Origin>> with company number <<Company Registration Number>>]; and
- B. where the customer is a "Consumer" as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

**"Business"**

trade, craft, or profession carried out by a person/organisation;

**"Consumer"**

as defined by the Consumer Rights Act 2015 in relation to these Terms and Conditions, a natural person who is a customer of the Salon who receives the Services for their personal use and for any other purpose only outside the purposes of any business;

**"Regulations"**

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

**"Salon/We/Us/Our"**

<<Insert Name of Salon>> whose place of business address is [the same address as the registered office address] and includes all branches of the Salon;

**"Services"**

the treatments, facilities, services, products and materials which we provide;

**"You/Your"**

any person who is a customer of the Salon.

- 1.2 Unless the context of these Terms and Conditions to:

1.2.1 "these Terms and Conditions;"

each reference in these Terms and Conditions;

1.2.2 a Clause or paragraph of these Terms and Conditions;

a reference to these Terms and Conditions;

a reference to a Clause of these Terms and Conditions;

- 1.3 The headings used in these Terms and Conditions shall not affect the interpretation of these Terms and Conditions;

These Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

- 1.4 Words signifying the singular shall include the plural and vice versa;

include the plural and vice versa;

- 1.5 References to any gender shall include the other gender.

other gender.



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If We cancel an appointment, we will refund to You any deposit or other advance payment made by You for that appointment;

ances We will refund to You in full any deposit or other advance payment made by You for that

2.10 We will use all reasonable time which You have available at the time of the previous appointment <<insert time period>>. If You arrive for an appointment at the time, You may cancel the appointment without any deposit or other advance payment; and

at the Services at the appointment time. If the appointment may be delayed by overrun of a service. If a delay to the start is at least <<insert time period>>, if at any time before or after You arrive there will be a delay of at least that time. We will refund to You in full any deposit or other advance payment You have made to Us for that

2.11 Where the contract or Regulations give You the right to cancel in addition to the right in this Clause, You may for any reason accept that booking, which is before the end of the time to provide any Service, and not cancel that or those Services in accordance with Clause 2.11, and if Your booking is covered by that booking, You must confirm this in a written form. Sub-clause 2.11, and if You cancel a booking, We will refund to You the cancellation less the booking that You have

not made on Our premises, the provisions of sub-Clause 2.11, and they will be subject to the above provisions of this Clause 2. During the 14 day period after We receive any appointment(s) on a date which You have expressly requested Us to provide an appointment(s) and We do so, You may cancel any appointment(s) and You must pay for them in full. If You cancel any other appointment(s) or Your booking be cancelled, You must pay for them. If You cancel as allowed by this Clause, You must make any payment(s) to Us for the cancellation within 14 days of receiving Your booking for that appointment(s) covered by that

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### 3. Fees and Payment

3.1 You must pay in advance for all Services of those that We have listed in Clause 1 above;

List for all Services on completion of the Services provided to You;

3.2 You may pay Us for any Service on account of that payment by the following methods:

deposit or other advance payment by the following methods:

3.2.1 <<insert method>>;

<<insert method>>;

3.2.2 <<insert method>>;

3.2.3 <<insert method>>;

or

3.2.4 <<insert additional method>>;

3.3 We may alter Our prices from time to time, but if the price of any Services increases between the time of booking an appointment and the date of the appointment, the increase will not apply to Your appointment for those Services on that date;

price, but if the price of any Services increases between the time of booking an appointment and the date of the appointment, the increase will not apply to Your appointment for those Services on that date;

3.4 All prices of Services are inclusive of VAT.

are inclusive of VAT.

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### 4. Eligibility for Treatment

4.1 You confirm that, in order to receive any Services from Us, You are aged <<insert age>> or over;

request(s) to receive any Services defined in Clause 1 above;

4.2 We will not provide any Services to You unless You are aged <<insert age>> or over;

you unless You are aged <<insert age>> or over; the age of Your age for that purpose;

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liability for death or personal injury caused by Our negligence (including that of Our employees, agents or subcontractors) or for fraud or fraudulent misrepresentation;

Our negligence (including that of Our employees, agents or subcontractors) or for fraud or fraudulent misrepresentation;

7.4 Furthermore, if you are a consumer under the Consumer Rights Act 2015, or a consumer under any other consumer protection legislation, nothing in this clause is intended to or will exclude, limit, prejudice, or otherwise affect Your rights or remedies under that legislation;

defined by the Consumer Rights Act 2015, or any other consumer protection legislation, nothing in this clause is intended to or will exclude, limit, prejudice, or otherwise affect Your duties or obligations to You, or Your rights or remedies under that legislation;

7.4.1 the Consumer Rights Act 2015;

7.4.2 the Regulations made under the Consumer Rights Act 2015;

7.4.3 the Consumer Rights Act 2015;

7.4.4 any other consumer protection legislation;

on

as that legislation is amended from time to time.

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For more details of Your rights and remedies, please refer to Your local Citizens' Advice Bureau or Trading Standards Office.

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## 8. Changes to Terms and Conditions

We may from time to time amend Our Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such amendment.

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## 9. How We Use Your Personal Information (Data Protection)

We will only use Your personal information in accordance with Our privacy policy (set out in Our <<insert document name>>, e.g. Privacy Notice) and any other applicable data protection laws.

set out in Our <<insert document name>>, e.g. Privacy Notice) and any other applicable data protection laws.

## 10. Regulations

We are required by the Financial Conduct Authority (FCA) to make certain information available to You as part of the process of making a booking. We have included the information itself either in this document or in a separate document. We will make it available to You before we accept Your booking, or if it is not already apparent from the information itself either in this document or in a separate document, we will make it available to You before we accept Your booking, or if it is not already apparent from the information itself either in this document or in a separate document, we will make it available to You before we accept Your booking.

at certain information is given or made available to You as part of the process of making a booking. We have included the information itself either in this document or in a separate document. We will make it available to You before we accept Your booking, or if it is not already apparent from the information itself either in this document or in a separate document, we will make it available to You before we accept Your booking.

## 11. Information

As required by the Regulations, we will provide You with the following information:

11.1 all of the information that we are required to provide to You by the Regulations;

; and

11.2 any other information that we are required to provide to You by the Regulations, which You take into account when making any other decision about whether to use Our Services or the Salon.

about any Services or the Salon which You take into account when making any other decision about whether to use Our Services or the Salon.

will be part of the terms of Our contract with You as a Consumer.

a Consumer

## 12. Complaints

We always welcome feedback and will make reasonable endeavours to resolve any complaint that you make as quickly and positively as possible. If You have any complaint, please contact Us as soon as possible.

rs and, whilst We always use all reasonable endeavours to resolve any complaint that you make as quickly and positively as possible, we do not accept any liability for any loss or damage suffered by You if You have any cause for complaint about Our Services or any other complaint.



about the Salon or any of our other services, please contact the person to contact>> who contacted you by post>>].

the matter with <<insert name of person to contact>> Beauty Salon [or << by phone or email or post>>].

**13. No Waiver**

No failure or delay by Us in exercising any rights under these Terms and Conditions means that We do not intend to waive any subsequent breach of a provision of these Terms and Conditions.

any rights under these Terms and Conditions means that We or You do not intend to waive any other provision.

**14. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

held by any competent authority to be invalid or unenforceable, the provision in question shall not be affected.

**15. Law and Jurisdiction**

15.1 These Terms and Conditions and the relationship between you and Us (whether in connection with these Terms and Conditions or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales [Scotland].

and the relationship between you and Us (whether in connection with these Terms and Conditions or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales [Northern Ireland].

15.2 As a consumer, you are entitled to the benefit of any mandatory provisions of the law in your country of residence which may reduce your rights under these Terms and Conditions.

mandatory provisions of the law in your country of residence which may reduce your rights under these Terms and Conditions.

15.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions or the relationship between you and Us (whether in connection with these Terms and Conditions or otherwise) shall be subject to the jurisdiction of the courts of England and Wales [Northern Ireland], as determined by your residency.

claim between you and Us relating to these Terms and Conditions or the relationship between you and Us (whether in connection with these Terms and Conditions or otherwise) shall be subject to the jurisdiction of the courts of England and Wales [Northern Ireland], as determined by your residency.

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