
KS HAIR & BEAUTY LTD
SALON TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision to customers of any Services (as “Services” is defined in Clause 1 below) by the salon, namely KS Hair & Beauty Ltd of 14 Orchard Parade, Eaglescliffe, Stockton-on-Tees.
- 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 have the following meanings:

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| “Business” | means any business, trade, craft, or profession carried on by You or any other person/organisation; |
| “Consumer” | means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Salon who receives Services for the customer’s personal use and for purposes wholly or mainly outside the purposes of any Business; |
| “Price List” | means the Salon’s standard price list for all of the Services which We offer. The list of Services and their prices is available from; the Salon or via www.kshairandbeautyltd.co.uk |
| “Regulations” | means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; |
| “Salon/We/Us/Our” | means KS Hair & Beauty Ltd whose place of business and contact address is [the same address as above] |
| “Services” | means any and all of the treatments, facilities, services, products and other goods and materials which we provide/use; and |
| “You/Your” | means an individual who is a customer of the Salon. |

1.2. Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1. “these Terms and Conditions” is a reference to these Terms and Conditions; and
- 1.2.2. A Clause or Sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3. The headings used in 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 number shall include the plural and vice versa; and

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

2. Appointments (with the exception of hair extension appointments - see Clause 3)

2.1. The Services which We offer are only available by appointment, You may book an appointment in person at our Eaglescliffe salon, via telephone or online at www.kshairandbeautyltd.co.uk;

2.2. Your request for a booking for an appointment will be an offer, but whether We accept any booking will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request for a particular appointment, will there be a binding contract between You and Us. If You wish to make a booking for two or more appointments by means of a single booking and in Our discretion, We accept that booking, Our contract with You will be for all of the appointments concerned;

2.3. When You book an appointment, We may require You to pay Us a booking fee some or all of which We will be entitled to keep as set out in Sub-Clause 2.8 below if You later cancel the appointment

without giving Us prior notice of at least 48 hours. Booking fees shall be equal to [no more than] 50% of the price of the Services required;

- 2.4. We will not reserve or guarantee any particular date and/or time which You request for any Services unless You book an appointment for that time/date;
- 2.5. If You know You are going to be late for an appointment, You should contact Us to tell Us. If You arrive later than 10 minutes after an appointment time, We will try to provide the Services You have booked but if We decide that We cannot, the appointment will be treated as cancelled without notice by You and, if We then decide to make a charge for that appointment cancelled without notice, Sub-Clause 2.8 below will apply;
- 2.6. Should You fail to attend an appointment (no show), this appointment will be treated as cancelled without notice by You and, if We then decide to make a charge for that appointment, Sub-Clause 2.8 below will apply;
- 2.7. You may cancel an appointment without charge if You give Us at least 48 hours prior notice of the cancellation, excluding Sundays and public holidays, and if You do so We will refund to You any sum (including, but not limited to any booking fee) You paid in advance;
- 2.8. If You do not give Us at least 48 hours prior notice of cancellation of an appointment, excluding Sundays and public holidays, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but not more than 50% of the full price of the appointment. We will be entitled to deduct that charge from any sum (including, but not limited to any booking fee) You paid in advance, and We shall refund the balance to You;
- 2.9. If, due to exceptional circumstances including, but not limited to, illness, accidents, and bereavement, You cancel an appointment without giving Us at least 48 hours prior notice, We will consider the circumstances and, in Our discretion, decide whether to waive any charge for late cancellation that We are entitled to make under Sub-Clauses 2.5, 2.6 and 2.8;
- 2.10. We may cancel an appointment booked by You at any time before the time and date of that appointment in the following circumstances;
 - 2.10.1. The required personnel and/or required materials necessary for the provision of the Services are not available; or
 - 2.10.2. An event outside of Our reasonable control continues for more than 24 hours or
 - 2.10.3. We find that you are not a "Consumer" (as defined in Clause 1 above);If we cancel an appointment in such circumstances, We will refund to You in full any booking fee or other advance payment that You have made to Us for that appointment;
- 2.11. We will use all reasonable endeavours to start the Services at the appointment time which You have booked, but the start may be delayed by overrun of a previous appointment or by other circumstances. If a delay to the start is at least 30 minutes, or, if at any time before or after You arrive for an appointment, We notify You that there will be a delay of at least that time, You may cancel the appointment and We will refund to You in full any booking fee or other advance payment that You have made to Us for that appointment; and
- 2.12. Where the contract We make with You is not made on Our premises, the Regulations give You the rights set out in this Sub-Clause 2.11, and they will be in addition to the rights given to You by the above provisions of this Clause 2. You may for any reason cancel a booking during the 14 day period after We accept that booking, but if the booking includes any appointment(s) on a date which is before the end of that period, and if You have expressly requested Us to provide any Services at that or those appointment(s) and We do so, You may not cancel that or those requested appointment(s) and You must pay for them in accordance with Clause 3, and You may only cancel any other appointment(s) covered by that booking. If You request that Your booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-Clause 2.11, and You have already made any payment(s) to Us for the booking, We will refund

the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the appointment(s) covered by that booking that You have attended.

3. Hair Extension Appointments

- 3.1. The Services which We offer are only available by appointment, You may book an appointment in person at our Eaglescliffe salon, via telephone or online at www.kshairandbeautyltd.co.uk;
- 3.2. Your request for a booking for an appointment will be an offer, but whether We accept any booking will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request for a particular appointment, will there be a binding contract between You and Us. If You wish to make a booking for two or more appointments by means of a single booking and in Our discretion, We accept that booking, Our contract with You will be for all of the appointments concerned;
- 3.3. When You book an appointment for the fitting of hair extensions, We may require You to pay Us a booking fee some or all of which We will be entitled to keep if You later cancel the appointment without giving Us prior notice as set out in Sub-Clauses 3.8 below. Booking fees shall be equal to [no more than] 50% of the price of the Services required;
- 3.4. We will not reserve or guarantee any particular date and/or time which You request for any Services unless You book an appointment for that time/date;
- 3.5. If You know You are going to be late for an appointment, You should contact Us to tell Us. If You arrive later than 10 minutes after an appointment time, We will try to provide the Services You have booked but if We decide that We cannot, the appointment will be treated as cancelled without notice by You and, if We then decide to make a charge for that appointment cancelled without notice, Sub-Clause 3.9 below will apply;
- 3.6. Should You fail to attend an appointment (no show), this appointment will be treated as cancelled without notice by You and, if We then decide to make a charge for that appointment, Sub-Clause 3.9 below will apply;
- 3.7. You may cancel an appointment without charge if You give Us at least 72 hours prior notice of the cancellation, excluding Sundays and public holidays, and if You do so We will refund to You any sum (including, but not limited to any booking fee) You paid in advance;
- 3.8. If You do not give Us at least 72 hours prior notice of cancellation of an appointment, excluding Sundays and public holidays, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but not more than 50% of the full price of the appointment. We will be entitled to deduct that charge from any sum (including, but not limited to any booking fee) You paid in advance, and We shall refund the balance to You;
- 3.9. If, due to exceptional circumstances including, but not limited to, illness, accidents, and bereavement, You cancel an appointment without giving Us prior notice as set out in Sub-Clauses 3.8 and 3.9, We will consider the circumstances and, in Our discretion, decide whether to waive any charge for late cancellation that We are entitled to make under Sub-Clauses 3.5, 3.6 and 3.8;

4. Fees and Payment

- 4.1. You must pay in accordance with Our Price List for all Services on completion of those that We have fully and correctly provided to You;
- 4.2. You may pay Us for Services (and for any booking fee or other advance payment on account of that payment) using any of the following methods:
 - 4.2.1. Credit or debit card
 - 4.2.2. Cash
 - 4.2.3. KS Hair & Beauty gift card/promotional voucher

4.2.3.1. Gift cards and promotional vouchers may be used to pay for Services only and may not be used for any booking fee or other advance payment on account of that payment.

4.2.4. 0% finance on selected services ONLY

4.3. We may alter Our prices without prior notice, but if the price of any Services increases between the time when You book an appointment and the date of the appointment, the price increase will not apply to Your appointment for those Services on that date; and

4.4. 0% finance is subject to status and is only available on selected services. Should you wish to apply for finance you will be forwarded a link where you can apply through our broker. If you are refused finance then full payment must be made via the methods above,

4.5. All prices of Services shown in the Price List are inclusive of VAT.

5. Eligibility for Treatment

5.1. You confirm that, in connection with your request(s) to receive any Services from Us, You are and will be a "Consumer" as defined in Clause 1 above;

5.2. We will not provide certain treatments to You unless You are aged 18 or above. We may require evidence of Your age for that purpose;

5.3. We will not provide certain treatments to You if You are aged under 18 years unless You have parental consent. We may require evidence of Your age for that purpose;

5.4. Colour services will only be provided following a successful Allergy Alert Test (AAT) and colour consultation. We advise that if you have used a box colour in the 12 months prior to your colour service KS Hair & Beauty Ltd or any employee will not be liable to You for any loss, damage or adverse colour affects that may occur due to incompatibility.

5.5. If you fail to disclose the use of box colour or home hair dyes to your stylist at any time before, during or after any service, KS Hair & Beauty Ltd or any employee will not be liable to You for any loss, damage or adverse colour affects that may occur due to incompatibility.

5.6. If You have a medical condition, certain treatments may be unsuitable for You. We advise You to tell Us of any medical condition or on-going medical treatment when You book an appointment. If You do not tell Us at that time We will be entitled not to provide a treatment (or part of it) and to treat the appointment (or the affected part of it) as cancelled by You without notice, in which case We may make a charge to You for the cancelled appointment (or part of it) as set out in Sub-Clause 2.6 above;

5.7. If You suffer from any allergy or a skin condition, We may require You to take an AAT before We provide certain treatments; and require you to complete and sign an AAT consent form.

5.8. We advise You not to have any waxing and/or facial treatments immediately before or after heat treatments or exercise; and

5.9. If you are pregnant, We advise You not to have aromatherapy treatments during the first 3 months of Your pregnancy. **YOU ARE REQUIRED TO ADVISE US IF YOU ARE PREGNANT BEFORE ANY TREATMENT**

6. Salon Rules

We do not permit you to:

6.1. Smoke at the Salon's premises; or

6.2. Be accompanied at the Salon's premises by any child/ren under the age of 16 as We do not have an appropriate member of staff to supervise them unless you are able to supervise them during your treatment.

7. Gift Cards

7.1. Gift cards are available from the KS Hair & Beauty salon reception;

- 7.2. Gift cards are available in multiples of £25;
- 7.3. Gift cards are valid either for the period specified on the gift card or, where no period is specified, 12 months; and
- 7.4. Gift cards may be redeemed only for treatments or products which We provide at the Salon and may not be redeemed partly or wholly for cash.
- 7.5. Please see Gift Card and Promotional Vouchers Terms and Conditions for full details.

8. Limitation of Liability

- 8.1. We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;
- 8.2. We provide or sell all Services to You only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell to You are fit for commercial, business, industrial, trade, craft, or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 8.3. Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents, or sub-contractors) or for fraud or fraudulent misrepresentation;
- 8.4. Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
 - 8.4.1. the Consumer Rights Act 2015;
 - 8.4.2. the Regulations;
 - 8.4.3. the Consumer Protection Act 1987; or
 - 8.4.4. any other consumer protection legislation as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

9. Changes to Terms and Conditions

We may from time to time change these 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 change.

10. How We Use Your Personal Information (Data Protection)

- 10.1. In so far as the Services involve Us in collecting, using, or holding or otherwise processing any Data obtained from You which is personal data (including, but not limited to, Your name and address), We shall only do so with Your express consent and in accordance with any lawful instructions reasonably given by You from time to time, and the provisions of the Data Protection Act 1998 and Your rights under that Act and these Terms and Conditions;
- 10.2. We may use Your personal information as follows:
 - 10.2.1. to provide Our Services to You;
 - 10.2.2. to process Your payment for Services;
 - 10.2.3. in certain circumstances (if, for example, You wish to pay for the Services on credit), and with Your consent, We may pass Your personal information on to credit reference agencies.

These agencies are also bound by the Data Protection Act 1998 and should use and hold Your personal information accordingly; and

10.2.4. We will not pass on Your personal information to any other third parties without first obtaining Your express permission.

11. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

12. Information

As required by the Regulations:

- 12.1. all of the information described in Clause 10; and
- 12.2. any other information which We give to You about any Services or the Salon which You take into account when deciding to make a booking or when making any other decision about the Services; will be part of the terms of Our contract with You as a Consumer.

13. Complaints

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about the Salon or any of Our staff, please raise the matter with Maria Snow who can be contacted at the Salon or by email to maria@kshairandbeauty.co.uk for a copy of our complaints procedure please contact the salon and a copy will be provided to you.

14. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

15. Severance

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

16. Law and Jurisdiction

- 16.1. These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the laws of England and Wales; and
- 16.2. Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.