
KS HAIR & BEAUTY LTD
GIFT CARD AND PROMOTIONAL VOUCHER TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions set out the terms relating to the redemption of gift cards and promotional vouchers and apply to gift cards purchased, or received as part of a promotion from KS Hair & Beauty Ltd:

1. Definitions and Interpretation

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

“Gift Card” means a card that can be exchanged for a specified cash value of goods and services from KS Hair & Beauty Ltd. Considered as cash and so credit decreases.

“Promotional Voucher” means a non-purchased, single use card usually received as part of a promotion, that has either a monetary or percentage discount. Surrendered at point of sale and cannot be used in conjunction with any other offer.

2. Using A Gift Card

- 2.1. A KS Hair & Beauty gift card is valid for a period of 12 months from the date of activation (which shall be the date of the gift-card purchase) following which they expire automatically. A gift card cannot be used after the expiry date and any remaining balance will be removed and the card will become invalid and no longer available for use. We have no obligation to remind or inform you of a gift card's expiry and it is your sole responsibility to ensure that any balance is used in full prior to expiry.
- 2.2. The gift card balance cannot be exchanged for cash or redeemed against the purchase of another card.
- 2.3. A gift card expires automatically once its balance has been exhausted.
- 2.4. Gift cards may be used for full or part payment of products and services and can be used towards the purchase of goods at a higher price than the face value upon payment of any difference.
- 2.5. Gift cards must be presented at point of sale.
- 2.6. Multiple gift cards may be used in one transaction.

3. Crediting A Gift Card

- 3.1. Please retain an expired gift card should you wish to return your purchase. Any goods paid for using a gift card that are subsequently returned for a refund will be credited to the original gift card or in the event that you have discarded or misplaced your original card, issued on a new KS Hair & Beauty gift card. For returns where part payment was taken from a gift card, the refund will be credited to your gift card in the first instance.
- 3.2. If a partial refund is made for any purchase using a KS Hair & Beauty gift card and another method of payment, then any refund amount owing will be credited to the KS Hair & Beauty gift card in the first instance.
- 3.3. If the total to be refunded is more than originally paid by KS Hair & Beauty gift card, then any remaining refund balance will be refunded to the other method of payment used by you (i.e. debit/credit card or cash).

4. Lost, Stolen or Damaged Cards

- 4.1. You the consumer are solely responsible for the safe keeping and security of your gift card following receipt. In cases where your KS Hair & Beauty gift card is lost or stolen, KS Hair & Beauty Ltd is unable to replace or reimburse the remaining balance on a card. KS Hair & Beauty Ltd cannot be held responsible for any balance lost on a KS Hair & Beauty gift card as a result of theft or fraud.
- 4.2. Should your KS Hair & Beauty gift card become damaged, KS Hair & Beauty will be able to replace the card providing you still have the card in your possession and the necessary details remain legible.

4.3. Promotional vouchers cannot be replaced in any circumstance.

5. Using A Promotional Voucher

The details of the promotional discount will be set in the description and terms of the specific promotion.

Promotional vouchers have no cash redemption value. Please note that our salon terms and conditions of sale apply in respect of any services purchased.

- 5.1. The period of validity of your KS Hair & Beauty promotional voucher is specified in the specific terms relating to the promotional voucher, or before subject to availability and is stated on the promotional voucher. A promotional voucher cannot be used outside of the specified parameters and once these limitations are reached the voucher will become invalid and no longer available for use. We have no obligation to remind or inform you of a promotional voucher's expiry.
- 5.2. Promotional vouchers may be used for full or part payment of services and can be used towards the purchase of services at a higher price than the face value upon payment of any difference.
- 5.3. Promotional vouchers cannot be used in conjunction with any other sales discounts or promotional offers unless otherwise stated.
- 5.4. Promotional vouchers can be redeemed against services only and not for the purchase of products. Only one promotional voucher can be used per service and must be surrendered at point of sale and any remaining value is annulled.
- 5.5. Only one promotional voucher is permissible per client per promotion, unless otherwise specified.

6. Our Rights

- 6.1. KS Hair & Beauty Ltd reserves the right to update and change the terms and conditions of our gift cards and promotional vouchers at any time. This does not affect your legal rights. Any use constitutes acceptance of our terms and conditions. It is your responsibility to check these terms from time to time to ensure you are aware of any changes which may have been made.
- 6.2. You will be subject to the policies and terms and conditions of sale in force at the time of use of your gift card/promotional voucher unless any change to those policies or these terms is required to be made by law or governmental authority.
- 6.3. Gift cards and promotional vouchers remain the property of KS Hair & Beauty Ltd who maintains the right to cancel the cards in its sole discretion in situations where it is deemed necessary to do so (such as to comply with applicable laws or as a result of circumstances beyond its control).
- 6.4. KS Hair & Beauty Ltd reserve the right to vary or discontinue gift card and promotional voucher schemes at any time.

7. Governing Law and Jurisdiction

- 7.1. These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any dispute or claim arising out of or in connection with these terms shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.