

TERMS & CONDITIONS OF SALE

By making a purchase at The Hair Pavilion (“we”, “us” or “our”) by telephone, in person, or via our website, you are agreeing to these terms and conditions of sale.

Your contract for the purchase of services and/or products is formed as soon as we have processed your booking and will expire immediately after the appointment for which you have booked has been paid.

DEFINITIONS AND INTERPRETATION

“Bookings” means a service that has been booked at THP; including hairdressing and barbering services.

“Booking Confirmation” a means of evidence that your appointment has been confirmed by us.

“You” means you or anybody who in our reasonable opinion is acting with your authority and permission.

“We”, “Us” or “Our” means our venue, The Hair Pavilion and the staff that represent the company.

INCORPORATION

These Terms and Conditions incorporate and should be read in accordance with The Hair Pavilion’s terms, conditions, regulations and guidance. In the event of any inconsistency between the terms stated verbally and physically, please refer to the terms stated below or contact thehairpavilion@outlook.com

BOOKINGS

All appointments are booked subject to availability and to these Terms and Conditions. These Terms and Conditions should be read carefully prior to purchase and any queries relating to them should be raised with us prior to purchase, as purchase of services/products constitutes acceptance of these Terms and Conditions, a confirmed booking by THP must be produced in order to carry out a booking.

It is your responsibility to check your booking confirmation and to ensure the correct services have been booked, as it may be the case that service alterations on the day may not be possible. Please check your booking confirmation immediately if there is a mistake. This confirmation will be sent via e-mail.

Where a concession is claimed, proof of identity and concession entitlement (for example of age or student status) may be required. Any access requirements can be made know to the THP staff on booking. This includes, but is not limited to, seats being removed to enable the customer to remain in their wheelchair, walker storage following a seat transfer, specific seating (i.e. close to the toilet, near the front door, near the air conditioning). Mobility Scooters are not permitted in the salon.

Confirmation of a booking does not confer any rights (by implication or otherwise) on you to use, alter, or copy or otherwise deal with any of the symbols, logos and/or intellectual property appearing on the booking confirmation or THP branding.

Bookings are exempt from statutory cancellation rights. This means that you are only allowed to request a refund or cancel a booking if you have notified THP at least 48hrs before your appointment date.

PRICE & PAYMENT

The price of a service/product or appointment shall be the price set at the time we accept your booking. All prices set are inclusive of any applicable taxes but exclusive of any booking fees.

Bookings are accepted when you received a booking confirmation from our electronic booking system "GetTimely.com". All bookings, services, products, memberships, vouchers, concessions, and discounts are subject to availability and can be changed, withdrawn or introduced at any time, without prior notice. The number of services available in each price band is limited and can vary. Only one concession or discount can be applied per booking and cannot be applied retrospectively.

Payments can be made in cash, or the following credit and debit cards – Visa, MasterCard, Visa Delta, Maestro, Electron and Solo, and Our own Gift Vouchers. We reserve the right to request full payments or deposits for services and/or products at the time of booking. We reserve the right to cancel any unpaid bookings or purchases if it is at a time when full payments or deposits are required. All bookings of £200 and over are subject to a £3.50 transaction fee, excluding THP members and concessional customers.

BOOKING CONFIRMATION

All appointments made by phone, in person, via email or online via our website must be confirmed by our electronic booking system. You will receive a booking confirmation via email and SMS message, once your appointment is booked. Should you not receive a confirmation, you should contact us for reconfirmation.

CHANGES TO BOOKINGS

The Hair Pavilion reserves the right to make alternations to the published services, products, prices, appointment times and/or the assigned staff member where reasonably necessary. We aim to notify all customers of any changes to bookings at least 24hrs prior to the time of the appointment, unless mitigating circumstances prevent us from doing so.

REFUNDS

Prepaid bookings cannot be refunded after purchase unless the appointment has been cancelled or rescheduled (subject to below) or where there is a change to the service structure. Where an appointment is cancelled or scheduled (subject to below) by THP, where an appointment is cancelled or rescheduled due to circumstances beyond our control, or where there is a service structure change (i.e. the wrong service booked), you will be entitled to claim a refund from us in accordance with this clause. Where a refund is sought you must bring this to our attention as soon as possible upon becoming aware of such change, cancellation or where the appointment has been rescheduled.

The refund for services/products/appointments equals at least the face value price paid or, if the face value has been reduced, the discounted face value price paid. Any transaction fees that may have been applied are non-refundable. In order to claim your refund, please apply in writing to thehairpavilion@outlook.com. Refunds shall only be made to the person who purchased the services/product and, when possible, be made using the same method as was used to complete the booking except, at our discretion, where payment was made by cash. Refunds can take up to 10 working days to be processed.

BOOKING PROTECTION

Bookings can be protected at a small fee of 5% of the final booking price. This protection allows you to request a refund at any time should you be unable to attend your confirmed booking due to circumstances out of your control. These include adverse weather, breakdowns/failure of transport or illness/injury.

LIABILITY

Personal arrangements including travel or hospitality relating to the confirmed booking which have been arranged by you are at your own risk. Liability for the cancellation or rescheduling of an appointment or for service changes of an appointment, will be limited to a refund. We will not be responsible for any loss, theft, or damage of your personal belongings, other than caused as a result of our own negligence.

CANCELLED/RE SCHEDULED/NO-SHOW BOOKINGS

It is your responsibility to ascertain whether a booking has been confirmed, cancelled, or rescheduled and the date and time of any rescheduled appointment. We will use our reasonable endeavours to notify you using the details you provided us with at the time of booking. We do not guarantee that you will be informed of such cancellation before the date of the event. It is your responsibility to inform us of any change of contact address, telephone number or email address you provide us with at the time of booking.

You are required to give us at least 48hrs notice for any appointments that you require rescheduling or cancelling. If less than 48hrs notice is given for cancellations or rescheduled appointments, we reserve the right to charge a 50% fee. We reserve the right to charge 100% for no-shows or on the day cancellations. Furthermore, we also reserve the right to refuse future bookings for repeat no-shows.

CONSULTATIONS / SKIN TESTING

For all colour services a consultation and skin test is required at least 48 hrs prior to the date of the appointment. Without a skin test any colour services cannot be carried out. This skin test must be renewed every six months with us. Please note that any chemical services for under 16s are not permitted. We reserve the right to refuse to carry out any chemical services that we feel would worsen or excessively damage your hair or skin. This is at the discretion and judgement of our salon staff, and should be respected.

USE OF DETAILS AND DATA PROTECTION

All bookings are purchased and confirmed in accordance with the Data Protection Act 1998. You can access our Privacy & Data Use Policy on our website at www.thehairpavilion.co.uk/policies

CONDITIONS OF ENTRY

The staff of our salon reserves the right to refuse entry of any existing or prospectus customers where they feel other staff or customers are being put at risk or any health and safety procedures are breached. The staff also reserves the right to request that you leave the salon at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, the salon may remove someone who: 1) has behaved in the salon in a manner which, in the reasonable opinion of the salon, or is likely to affect the enjoyment of other visitors; or 2) uses threatening, abusive words or behaviour; or 3) in the reasonable opinion of the salon is acting under the influence of alcohol or drugs. You must comply with all instructions.

RETAIL PRODUCTS / MEMBERSHIPS / GIFT CERTIFICATES

We reserve the right to change these general terms and conditions which are applicable to all retail offers and discounts at any time without prior notice by amending these online. Individual products sold are subject to availability. The Hair Pavilion reserves the right to substitute any products with items of equal or greater value. Offers and discounts are not transferable and cannot be used in conjunction with any other offer or discount. All retail products are sold at the recommended retail price or sometimes less.

All memberships are valid for 12 months from the point of sale. The full terms and conditions of The Hair Pavilion membership schemes can be found at www.thehairpavilion.co.uk/socialclub

Gift Certificates can be purchased by phone, in person, via email or via our website. All gift certificates are valid for a maximum of 12 months and cannot be used in conjunction with any promotional schemes.

RESTRICTIONS AND PROHIBITIONS

The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data inside the salon is strictly forbidden. Unauthorised recordings, tapes or similar items may be confiscated or destroyed should they include staff members or other customers. By attending the salon, you consent to the CCTV filming. This footage is strictly secure, private and confidential. This footage will only be played back in the event of an injustice act being carried out.

Smoking is not prohibited in the salon, nor within 2 metres of any entrance/exit of the building.

The following are not permitted within the salon at any time: 1) animals (exception of guide dogs); 2) laser pens 3) glass containers or objects 4) any item which may be interpreted as a potential weapon including sharp or pointed objects: and 5) illegal substances.

The management of the salon reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of the management, may cause danger or disruption to other customers or is one of the items not permitted in the salon as listed above. The obstruction of accessways, exits and entrances is strictly forbidden.

HEALTH & SAFETY

Visitors and Staff must comply with all relevant safety procedures, announcements and salon regulations that have been displayed and exhibited whilst in the salon.

DISPUTE RESOLUTION

If any dispute arises out of these Terms and Conditions, we will attempt to settle it. To this end we shall use our reasonable endeavours to consult or negotiate in good faith and settle that is satisfactory for both parties.

WAIVER

If we delay or fail to enforce any of these Terms and Conditions, it shall not mean that we have waived our right.

ENTIRE AGREEMENT

These Terms and Conditions, and any general terms and conditions created by The Hair Pavilion constitute the entire agreement between the parties in connection to its subject matter and supersede any previous terms and conditions, agreement or arrangement between the parties.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in all respects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

ADDITIONAL TERMS AND CONDITIONS

Furthermore, anybody booking appointments at The Hair Pavilion should ensure they are familiar with the latest rules and guidance issued by the UK government regarding Covid-19 (www.gov.uk/coronavirus) and should not act contrary to such rules and guidance.

Given the current circumstances surrounding the Covid-19 outbreak, we will refuse access to salon if any individual has, or if we have reasonable cause to believe that they have:

- In the last 10 days, developed a new, continuous cough, lost their sense of smell or taste,
- Had a test for Covid-19 for which they have not yet had the results;
- In the last 10 days, tested positive for Covid-19;
- Been contacted by the NHS Test and Trace system and told to self-isolate and has not yet self-isolated for the period recommended by the NHS Test and Trace system.

By booking your appointment confirms at the point of booking that you have read and will abide by THP's terms and conditions and these additional terms and conditions, relating to Covid-19. It is the responsibility of the booker to check the above at the time of booking and act responsibility. The Hair Pavilion asks that the booker reconfirms these points before travelling to the salon on the day, checks the latest rules and guidance issued by the UK government regarding Covid-19 and contacts the salon at thehairpavilion@outlook.com if there any problems or if there is any reason you might be refused access for the reasons outlined above.

If you are feeling unwell, displaying any symptoms of Covid-19 or believe you could be refused entry on the basis of the above we would politely ask that you stay at home not travel to the salon. You should contact us at thehairpavilion@outlook.com or call us on 01604 706900.

Anybody who considers themselves to be clinically extremely vulnerable, or who is in a support bubble with or in the same household as anybody who considers themselves to be clinically extremely vulnerable, should pay specific attention to the guidance given by the government to support clinically extremely vulnerable.

Whilst at the salon all visitors will be asked to observe further measures as directed by our staff and/or the salons signage, which may include social distancing, hand sanitising and face covering. For the avoidance of doubt, whilst the salon will be implementing a range of safety measures it cannot eliminate all risk and by attending the salon each visitor is assuming the risks associated with Covid-19. Please note that the salon intends to co-operate fully with the NHS Test and Trace service.