

#### **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.

By making a purchase/booking at The Hair Pavilion ('we', 'us', or 'our') by telephone, in person or via our website, you are agreeing to these Terms and Conditions.

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

# **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.

# **INCORPORATION**

These Terms and Conditions incorporate and should be read in accordance with THP Terms, Conditions and Regulations and Guidance. In the event of any inconsistency between the terms stated verbally and physically, please refer to the terms stated below.

### LIABILITY

Personal arrangements including travel or hospitality relating to the confirmed booking which have been arranged by the client are at the clients own risk. THP are not responsible for any loss, theft or damage to personal belongings of any visitors, clients or members of the public on site.

# **DEFINITIONS AND INTERPRETATIONS**

'Bookings' means a service that has been booked at THP; including Hairdressing and Barbering Services.

'Booking Confirmation' means confirmation of booking from our booking software system providing confirmation of a service or appointment with THP.

'You' means you or any person is acting with your permission and permission. 'We' 'Us' 'Our' 'THP' or 'Business' means our venue, The Hair Pavilion Unit 2 Butts Rd, or staff that represent the company.

#### **CONDITIONS OF ENTRY**

THP staff reserve the right to refuse entry of any existing or prospective customers where they feel other staff, visitors or clients are being put at risk, or any health and safety procedures are breached. Staff reserve the right to request that such persons causing harm, damage or threat be removed from the premises. Staff reserve the right to use any reasonable grounds any reasonable appropriate action to enforce this right. By way of example; THP may remove any person who: 1) behave in a manner which is likely to affect the safety or wellbeing of other visitors or staff 2) use threatening, abusive, rude words or behaviour towards other persons on site or staff 3) in the opinion of the Business is acting under the influence of alcohol or drugs 4) Does not reasonably comply with THP health & safety policy or acts without reasonable care or reasonable conduct.

#### **BOOKING CONFIRMATION**

All appointments made by phone, in person, via email or online via our website are only confirmed once the electronic booking system has confirmed the booking. You will receive such booking confirmation via email and SMS message, once your appointment is booked. Should you not receive confirmation, you should contact the business.

#### **CHANGES TO BOOKINGS**

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

#### **BOOKINGS**

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



# BUTTS ROAD, EAST HUNSBURY, NN4 OUE

It is the responsibility of the client/customer to check the booking confirmation and to ensure client details are up to date. Clients must check the correct services have been booked as it may be the case that service alterations on the day may not be possible. Stylist and services may be altered by THP at the business's discretion. Please check all and any booking confirmations and notify the salon immediately should any errors occur.

Where a concession is claimed, proof of identity and concession entitlement will be required. Any access or special assistance must be registered at the time of booking. This includes, but is not limited to, wheelchair access, pushchair access, walking support storage. Mobility Scooters are not permitted in the salon. THP are not responsible for any special assistance customers. Only Assistance dogs are permitted on site if accompanied by the Assistance owner.

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

# CANCELLATIONS/RE-SCHEDULING/NO SHOWS & BOOKING FEE

It is the responsibility of the customer to ascertain whether a booking has been confirmed, cancelled or re-scheduled and the details of such changes. We will take all reasonable endeavours to notify clients using the details you have provided to us at the time of booking. We cannot guarantee that you will receive information of such cancellations or changes before the time of the appointment. It is the responsibility of the client to inform the business of any changes to details such as contact information.

At the discretion of the business a 50% booking fee will be requested. This protects the business from no shows and cancelled appointments that cannot be filled as outlined below. You are required to give us at least 48 hours notice for any appointments that require rescheduling or cancelling for any reason. THP will endeavour to re-schedule any appointment should a minimum of 48 hours notice be given. If 48 hours is not provided, we reserve the right to apply cancellation charges of up to 50%. We reserve the right to apply 100% charge for 'noshows' or 'on the day' cancellations. Furthermore, THP reserves the right to refuse any future booking should 'no-shows' or repeat 'no-shows' occur.

#### CONSULTATIONS/TESTING/MEDICAL CHANGES

For all colouring services a Consultation and Skin Test/ Allergy Testing is required – this test must be carried out at least 48 hours before the appointment. Without an up to date Skin Test colour services will not be carried out. Skin Tests must be renewed at least every 6



months. No colour or chemical treatments will be carried out on any person under the age of **16 years old**. Strand Tests should be carried out before any new chemical treatments such as perming or lightening hair. In conjunction with THP reserve the right to refuse any colour or chemical service that we feel would promote damage to hair, skin, or person in any way. Clients must advise Stylists of any changes that may affect results of any chemical, colouring or lightening processes.

# **PRICING DISCOUNTS & OFFERS**

THP reserve the right to review/change and adjust pricing at the discretion of the Business. THP will use any reasonable endeavours to notify clients of price changes within reasonable means. The business does not guarantee that notice can be given Prices of services/products or appointments shall be the price agreed at the time of the booking unless otherwise stated online or in the salon. All prices are inclusive of tax.

THP reserve the right to withdraw/change any offers or discounts at any time without prior notice. Standard offers including Loyalty card scheme, Silver Foxes, Student discounts are available to applicable customers should proof of eligibility be provided. THP reserve the right to refuse to extend discounts or offers to any client within reasonable practice. Standard offers as described above (but not exhaustive of) are not applicable during December. Only one discount, offer, or concession will be applied per booking and *cannot* be applied retrospectively. THP reserve the right to withdraw all or any Standard offers at any time without prior notice.

Payments can be made in cash, THP voucher or by electronic payment via THP booking platform:-'Get Timely.com' via THP website at <a href="www.thehairpavilion.co.uk">www.thehairpavilion.co.uk</a>. Vouchers are valid for 12 months and cannot be used in conjunction with any other offers or promotional schemes at the time of payment. THP reserve the right to request part or full payment, booking fees, cancellation fees or deposits for services and/or products at the time of booking or within a time period prior to an appointment/service. THP many request pre-payment to secure bookings for business reasons. We reserve the right to cancel any unpaid bookings/appointments/purchases if payment hasn't been made but is required and has been requested.

# **RETAIL PRODUCTS**

We reserve the right to change these general terms and conditions which are applicable to all retail offers and products at any time without notice. Products are sold subject to availability. THP reserves the right to substitute any products with items of equal or greater value. We cannot be held responsible for competitors including online trading retail selling products at



below RRP. Offers/discounts are not transferable and cannot be used in conjunction with any other offer or discount. Faulty items should be returned directly to manufacturers. All product guarantees are held directly between the purchaser and manufacturer. THP will not be held liable for any faulty retail products.

# **CUSTOMER SATISFACTION**

Should you wish to, please contact us by way of email or telephone at <a href="mailto:thehairpavilion@outlook.com">thehairpavilion@outlook.com</a> or call the salon to speak to a member of the team on 01604 706900.

# **REFUNDS**

Pre-paid bookings will not be refunded after purchase unless the appointment has been cancelled or re-scheduled (subject to the booking T & C's) by THP. In the unlikely event of a customer not being satisfied with a particular service, clients must contact the salon within 24hours via the above Customer Satisfaction clause. THP will first and foremost endeavour to correct any service error should this be warranted and deemed appropriate by the Business.

Any refund for services/faulty products will be issued at the current face value price should proof of purchase be given. Any booking or transaction fees are non-refundable. To request a refund email:  $\frac{\text{thehairpavilion@outlook.com}}{\text{thehairpavilion@outlook.com}}$  where the request will be considered in accordance with the above Terms and Conditions. Any refunds will be made using the same method as payment and will take up to 10-14 working days.

# **RESTRICTIONS AND PROHIBITIONS**

The use of recording equipment or transmitting equipment (by digital or other means), visual or audio-visual material or any information or data inside the salon is strictly prohibited. Unauthorised recordings, tapes or similar items will be confiscated or destroyed should they include staff member, visitors or members of the public. By attending the salon you consent to CCTV recording on the premises. This footage is strictly secure, private and confidential. This footage will be used only in the event of suspected events of injustice or inappropriate behaviours. Recording will be use to prosecute any act of injustice to person or property on our premises.

BUTTS ROAD, EAST HUNSBURY, NN4 OUE Smoking, e-cigarettes, electronic vapes, pipes and any other form of smoking is strictly prohibited on site and within a 2 metre radius of the premises.

The following are not permitted on the premises at any time;

- a) Animals (with the exception of guide/hearing assist dogs)
- b) Laser pens
- c) Glass objects (with the exception of glasses for vision
- d) All and any items that may be interpreted as a weapon, including sharp objects
- e) Any and all illegal substances

The Management reserve the right to conduct security searches and confiscate any item which; in the reasonable opinion of the management, may cause danger, upset or disruption to other customers or is listed above. Any obstruction to access ways, fire exits, entrances or working staff is strictly forbidden.

#### **HEALTH & SAFETY**

All visitors & staff must comply with all relevant safety procedures, announcements and salon regulations that the business has in place.

# **WAIVER**

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

# THE HAR PAVILION Celebrating 20 years BUTTS ROAD, EAST HUNSBURY, NN4 OUE