

# Terms & Conditions

## About our Terms & Conditions

Our Terms & Conditions comprise the following information about us ([About Us](#)) and the legal terms and conditions that will apply to you by you using of our website ([Terms of Website Use](#)) and by you purchasing any products and services from us ([General Terms & Conditions of Sale](#)), ([Special Terms & Conditions of Sale](#)), ([Conditions of use of professional trade card](#)), and ([Terms and Conditions for Education](#))

You should print a copy of these Terms & Conditions or save them to your computer for future reference.

We amend these Terms & Conditions from time to time. Every time you wish to order products or services, please check these Terms & Conditions to ensure you understand the terms which will apply at that time.

These Terms & Conditions, and any Contract between us, are only in the English language

### Terms & Conditions

#### 1. ABOUT US

We operate the website [www.salon-services.com](http://www.salon-services.com) (our site). We are Sally Salon Services Limited, a company registered in England and Wales under company number 1060763 and with our registered office at Ground Floor, Inspired, Easthampstead Road, Bracknell RG12 1YQ. Our main trading address is the same as our registered office. Our VAT number is 260924169. Unless we say otherwise, we use the terms "Salon Services", "we" and "us" on this website to refer to Sally Salon Services Limited throughout our Terms & Conditions, which include the Terms of Website Use, Privacy Policy and Cookie Policy, our General Terms and Conditions of Sale and Special Terms & Conditions of Sale.

To contact us, please see our [Contact us](#) page.

#### 2. TERMS OF WEBSITE USE

Visit our [Terms of Website Use](#).

#### 3. GENERAL TERMS AND CONDITIONS OF SALE

## INTRODUCTION

These general terms and conditions of sale ("General Terms and Conditions of Sale") apply to any order you place through [www.salon-services.com](http://www.salon-services.com) (the "Website"). These General Terms and Conditions of Sale apply regardless of how you access the Website, including via any technologies or devices by which Salon Services makes the Website available to you at home, on the move or in store. You must read these General Terms and Conditions of Sale carefully. By placing an order through the Website, you confirm that you have read, understood and agree to these General Terms and Conditions of Sale in their entirety. If you do not agree to these General Terms and Conditions of Sale in their entirety, you must not order any product or service through the Website.

## PROFESSIONAL TRADE CARD

All products shown on our website are for sale strictly on a business to business basis and are only intended for and available to professionals who have qualified for our Professional Trade Card. By purchasing products using your Professional Trade Card you agree to purchase the products in connection with your business only and not as a consumer, that you and your staff are suitably qualified and experienced in the use, storage and handling of the professional products you have purchased and that you will not allow inexperienced or unqualified persons to have access to the products.

[Click here](#) to see our Professional Trade Card Terms & Conditions and how to apply.

You warrant that all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times. It is your responsibility to ensure that your details are correct and up to date. You can update or correct your details at any time by going to [My Account](#).

We reserve the right to suspend or cancel your Professional Trade Card if you breach these Terms & Conditions and/or the terms and conditions of your Professional Trade Card.

## OUR PRODUCTS

### **Images and Descriptions**

The images of the products on our site are for illustrative purposes only. Although we have made every effort to display the correct image, due to the volume of images on our website, errors may arise. Therefore we do not warrant that the image is correct, complete or corresponds to the description of the product. Please note that colours may vary from the images. We reserve the right to remove or amend an image at any time.

### **Compliance**

The products are compliant for sale in the UK and Republic of Ireland. We do not represent that the products are compliant for sale and/or use in other countries.

### **Availability**

All products shown on our website are subject to availability. We will inform you as soon as possible if the Product you have ordered is not available and we will not process your order if made.

### **Restrictions on sale/diversion**

By purchasing products you agree to comply with any restrictions and/or limitations which Salon Services may apply, from time to time, to the sale of certain products including but not limited to certain professional branded products which can only be purchased for use in your own salon/business or sold to retail customers through your salon/business.

You acknowledge that Salon Services specialises in the supply of products for use and retail sale by salons only. Sale of products other than for use and retail sale by salons amounts to diversion (for example sale of products to other businesses such as retail outlets, including but not limited to, chemists, supermarkets or wholesalers amounts to diversion) and that diversion seriously damages the reputation of the brands of the products supplied to you and damages with our business relationship with our customers and brand owners. We reserve the right to monitor your purchases of these types of products and will take action against you where we suspect diversion is taking place.

### **Age Restrictions**

By law certain products on our website can only be purchased if you satisfy the legal age requirement for that product. If you are underage, please do not attempt to order these products through our site. You must be 18 years and over to purchase: open razors and open replacement blades.

### **Prices**

The prices of the products on our website may change from time to time. Changes will not affect any order which we have dispatched to you. Our website contains a large number of products. It is always possible that, despite our reasonable efforts, some of the products on our website may be incorrectly priced. If we discover an error in the price of the products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Where a pricing error is obvious and could reasonably have been recognised by you as mispricing, we do not have to provide the products to you at the incorrect (lower) price. All prices exclude VAT. All prices exclude delivery charges Promotions and prices available on this website may differ or not be available in our stores and vice versa.

### **Furniture and Equipment**

Most equipment or furniture products will require assembly. Assembly is your responsibility and at your risk.

HOW A CONTRACT IS FORMED BETWEEN US

Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process. After you place an order, you will receive confirmation from us acknowledging that we have received your order. However, this does not mean that your order has been accepted. We will accept your order when we dispatch your order to you. The Contract between us will only be formed when we dispatch your order to you. Until dispatch we have no obligation to you.

If we are not able to dispatch all the products in your order at one time due to operational reasons or shortage of stock, we will dispatch the products in instalments. We will not charge you extra delivery costs for this. Each instalment will constitute a separate Contract governed by these Terms & Conditions.

We reserve the right (in our absolute discretion) to cancel an order for any reason, for example but not limited to, unavailability of stock, pricing errors, technical or regulatory reason or if we suspect a breach of these Terms & Conditions. We will inform you of this and we will not process your order.

## CANCELLATION AND RETURNS

### **Cancellation**

An order cannot be cancelled or amended once submitted.

Products are not supplied on a sale or return basis. If you are not pleased with your purchase for any reason our [Returns Policy](#) will apply.

We will require you to inform us of your wish to return a product by completing a Returns Form which you can find on our [Returns page](#). We will email you within 2 working days to give you guidance on next steps as well as a Returns Authorisation Number.

Any product must be returned to us with 30 days of delivery to you.

The products must be returned in their original condition, including outer packaging, unused and in perfect saleable condition.

Certain products cannot be returned. These include:

- Any made-to-measure, custom-made, special order products or products supplied direct from the manufacturer (including furniture and equipment);
- Any product which has a security seal which you have opened or unsealed;
- ghd products;
- Any product which, for hygiene purposes, cannot be returned which includes cosmetics, hairbrushes and combs, hair extensions and hair pieces, body jewellery, earrings or piercing tools, foot spas, scissors and blades and manicure/pedicure tools.

You should return the product at your own cost to the Returns Address set out below. You are responsible for ensuring that the product arrives safely to us so we strongly recommend that you return the product by recorded post. We will not be responsible for any loss or damage to products whilst being returned to us. We can arrange collection for you, however, we will deduct our costs from any refund due.

## **Returns Address**

EComm Returns  
Sallybeauty  
Blackamoor Road  
Walker Park  
Blackburn  
Lancs  
BB1 2LG

You can also return a product to any one of our stores. Please note, PayPal Orders cannot be returned to our stores. [Click here](#) for the full list of all our stores.

You will need to present the product together with your delivery paperwork as proof of purchase and your returns authorisation number.

This option does not apply to large/bulky furniture or equipment where you will need to contact our Returns Department.

Delivery charges paid by you will not be refunded. Products which are given free, as part of an offer, cannot be exchanged or refunded unless the full offer is returned.

We reserve the right to charge a restocking fee of 10% of the refund which will be deducted from your refund.

We refund you on the same credit card or debit card used by you to pay for the products. Processing a refund can take up to 21 days from receipt of the returned products.

## **FAULTY PRODUCTS**

Where products are proven to be faulty we reserve the right to repair or replace the product or to provide you with a refund, in our absolute discretion.

Any refund will include the price of the defective product, any applicable delivery charges paid by you and your reasonable costs in returning the product to us. Please note that if you ordered several items in your order your delivery charge might still apply and will not necessarily be refunded.

You must contact our Returns Department within 30 days of receipt of the products if you wish to reject the products because they are faulty.

You can return the faulty product either to the Returns Address (above) or to one of our stores, unless you have paid using PayPal payment method. PayPal Orders cannot be returned to our stores. [Click here](#) for the full list of all our stores.

## **REGULATED OR REPORTABLE EXPLOSIVE PRECURSORS**

Please be aware that some of the products you purchase from Sally Salon Services Ltd may contain substances classified as explosive precursors according to (Regulation (EU) 2019/1148 on the marketing and use of explosives precursors). As you will know the

products themselves are not explosive and can continue to be safely used without additional restrictions.

We are required to inform you that some products you may purchase, contain substances with more than 1% hydrogen peroxide or acetone, which might theoretically be used as precursors in the manufacture of explosives. We remind you of your obligations as per Article (7) of this Regulation to have in place appropriate, reasonable and proportionate procedures to detect suspicious transactions, adapted to the specific environment in which you make “regulated explosives precursors” available, plus all other obligations of this legislation.

If you have any questions, please contact your Sally Salon Services Ltd representative.

#### DELIVERY

You can review our **Dispatch & Delivery options, charges, times and special conditions** [here](#). Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and Salon Services shall not be liable for any losses, costs, damages or expenses incurred by you or any other third party arising directly or indirectly out of any failure by us to meet any delivery date.

Delivery will take place when we deliver the products to the address you gave us when you placed your order. We reserve the right not to deliver your order if we consider the address is unsecure, for example, a communal address or PO box. If no one is available at your address to take delivery, we will leave you a note that the products have been returned to our premises, in which case, please [contact us](#) to rearrange delivery.

If you refuse to accept delivery for any reason, we will store your products for 7 days after the first attempt to deliver your order to you and charge you our storage costs or that of our third party logistics partners. Delivery is deemed to have taken place on expiry of the 7 days and we reserve the right to either continue to store your products and charge you the storage costs or to dispose of the products and to recover all associated charges, costs and expenses incurred by us.

The products will be your responsibility from delivery.

You own the products once we have received payment in full, including all applicable delivery charges. Until payment has been received in full by us, you will hold the products on a fiduciary basis as our bailee and you will safe guard the products at all times. If, before ownership passes to you, you delay or suspend, or threaten to delay or suspend payment of your debts ( to us or any other third party), or you are unable to pay your debts as they fall due or you admit your inability to pay your debts, or (being a company) you are deemed unable to pay your debts, or (being an individual) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, or (being a partnership) has any partner to whom any of the foregoing apply, then, provided the products have not been resold, and without limiting any other right or remedy that we may have, we may at any time require you to deliver up the products to us and, if you fail to do so promptly, you permit us to enter any premises of yours or of any third party where the products are stored in order to recover them.

Claims for an incomplete delivery or damage to products in transit cannot be accepted unless you notify us within 48 hours of receipt of the products. You must contact our **Returns Department** to make a claim. We will pay the cost of returning the damaged products to us where we have been notified within the 48 hours. We will not accept any claims made outside of the timeframes above and any damage will be deemed to have occurred after delivery to you and you will be deemed to have received your complete order.

In the case of non-delivery (of the entire order), you must notify us within 14 days of the date of our invoice. We will not accept any claims made outside of this timeframe and delivery is deemed to have been made.

#### DELIVERY CHARGES

You can review our current Delivery Charges [here](#).

#### HOW TO PAY

You can only pay for products using a debit card or credit card or via PayPal or Apple Pay. We accept the following cards: Visa Electron, Visa, Maestro, Mastercard icon.

Payment for orders for custom-made, special order or bespoke products (whether delivered direct to you from our suppliers or through our distribution centre) will be charged to your debit or credit card at the time you place your order.

For all other orders, whether placed through our website or call centre, payment for the products ordered and all applicable delivery charges will be pre-authorised to your debit or credit card when you place your order and payment will be taken on dispatch of the products and then only for those products which are actually dispatched to you. Therefore there may be a delay between the date you place your order and the date when your debit card or credit card is charged.

Where you pay using PayPal, you will be charged in full when you place your order.

Time for payment is of the essence.

We reserve the right to charge interest at 8% above the Bank of England base rate on any amount outstanding beyond the due date. Interest will accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

We may set and vary credit limits from time to time and withhold further supplies if you exceed your credit limits.

#### MANUFACTURER GUARANTEES

Some of the Products we sell to you come with a manufacturer's guarantee. For full details please refer to the manufacturer's guarantee provided with the Product. Your failure to comply with the manufacturer's terms and conditions will invalidate your ability to rely on the guarantee. Where a claim on a guarantee is made it must be accompanied by original proof of purchase.

## OUR LIABILITY TO YOU

Our entire financial liability to you under or in connection with a Contract whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation is set out below

We will not be liable for any injury, loss, damage, costs or expenses caused by unqualified or inexperienced persons using the products purchased by you.

We will not be liable for any damage, injury, loss, costs or expenses caused by incorrect assembly or installation either by you or your agents or if the products have been tampered with or have had parts added to them which are not original or have not been authorised by us or the manufacturer.

We are not liable for any damage caused by normal wear and tear.

Fragile items (eg glass or mirrors) and /or any consumables (eg bulbs) should be inspected immediately upon delivery and any defects should be notified to us within 48 hours of delivery. Failure to do so will invalidate your ability to claim for these items.

We do not attempt to limit or exclude our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any other liability which we cannot exclude or limit in law.

We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, breach of contract or otherwise, for any of the following losses arising under or in connection with any Contract between us and your purchase of products from us:

- any loss of profits, sales, business, or revenue;
- loss or corruption of data, information or software;
- loss of business opportunity;
- loss of anticipated savings;
- loss of goodwill; or
- any indirect or consequential loss.

Our total liability to you shall in no circumstances exceed the price of the products which are the subject of the contract or order.

We do not give any representation, warranties or undertakings in relation to the products. Any representation, condition or warranty which might be implied or incorporated into these Terms & Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the products are suitable for your purposes.

## YOUR LIABILITY TO US

You will indemnify us from and against any losses, damages, liabilities, costs and expenses incurred by us as a result of or in connection with your breach of your obligations under these Terms & Conditions and any Contract, including but not limited to, diverting any professional products.



## EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract or order that is caused by any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties (including our suppliers), civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport (Event Outside Our Control). If an Event Outside Our Control takes place that affects the performance of our obligations under a contract or order we will contact you as soon as reasonably possible to notify you and our obligations under the contract or order will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of products to you, we will arrange a new delivery date with you once the Event Outside Our Control ceases to exist or we reserve the right to cancel the order.

## COMMUNICATIONS BETWEEN US

If you wish to contact us in writing, or if any clause in these Terms & Conditions requires you to give us notice in writing, you can send this to us [by email](#) or by pre-paid first class post to Sally Salon Services Limited at Ground Floor, Inspired, Easthampstead Road, Bracknell RG12 1YQ . We will confirm receipt of this by contacting you in writing, normally by e-mail.

If we have to contact you or give you notice in writing, we will do so by e-mail, by telephone, by SMS/text or by pre-paid post to the address you provide to us in your order. Any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an e-mail or SMS/text is sent, or three working days after the date of posting of any letter by pre- paid first class post.

In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail or SMS/text, that such e-mail or SMS/text was sent to the specified e-mail address or phone number of the addressee.

## OTHER IMPORTANT TERMS

We may transfer our rights and obligations under a Contract or order to another organisation, but this will not affect your rights or our obligations under these Terms & Conditions. You may only transfer your rights or your obligations under these Terms & Conditions to another person if we agree in writing.

A contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. Each of the paragraphs of these Terms & Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect. If we fail to insist that you perform any of your obligations under these Terms & Conditions, or if we do not enforce our rights against you,

or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. These Terms & Conditions are governed by English law. Any dispute or claim arising out of or in connection with a contract or order or these Terms & Conditions or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

These Terms & Conditions constitutes the entire agreement between us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Salon Services which is not set out in these Terms and Conditions or any of the other policies referred to in these Terms & Conditions.

## COMPLAINTS

If you wish to raise a concern or complaint you can contact our Customer Care Team. Full details can be found [here](#).

## 4. SPECIAL TERMS AND CONDITIONS OF SALE

### Exclusive Brand Restrictions

Olaplex	<ul style="list-style-type: none"><li>• Maximum of 10 units of any Olaplex product per transaction</li><li>• €500 max spend on this brand per month</li><li>• Please call our partners at Salon Success if you wish to order more than this. Salon Success are key account specialists, who specialise in accounts that need to order larger volumes and will be pleased to help you. You can contact them at <a href="#">Salon Success</a>.</li><li>• Excluded from discounts</li></ul>
Paul Mitchell	<ul style="list-style-type: none"><li>• Maximum of 10 units of any Paul Mitchell product per transaction</li><li>• €500 max spend on this brand per month</li><li>• Please call our partners at Salon Success if you wish to order more than this. Salon Success are key account specialists, who specialise in accounts that need to order larger volumes and will be pleased to help you. You can contact them at <a href="#">Salon Success</a>.</li><li>• Excluded from discounts</li></ul>
Matrix	<ul style="list-style-type: none"><li>• Maximum of 10 units of any Matrix product per transaction</li><li>• €500 max spend on this brand per month</li><li>• Please call our partners at Salon Success if you wish to order more than this. Salon Success are key account specialists, who specialise in accounts that need to order larger volumes and will be pleased to help you. You can contact them at <a href="#">Salon Success</a>.</li><li>• Excluded from discounts</li></ul>

Maria Nila	<ul style="list-style-type: none"> <li>• Maximum of 10 units of any Maria Nila product per transaction</li> <li>• €500 max spend on this brand per month</li> <li>• Please call our partners at Salon Success if you wish to order more than this. Salon Success are key account specialists, who specialise in accounts that need to order larger volumes and will be pleased to help you. You can contact them at <a href="#">Salon Success</a>.</li> <li>• Excluded from discounts</li> </ul>
LeaLuo	<ul style="list-style-type: none"> <li>• Maximum of 10 units of any LeaLuo product per transaction</li> <li>• €500 max spend on this brand per month</li> <li>• Please call our partners at Salon Success if you wish to order more than this. Salon Success are key account specialists, who specialise in accounts that need to order larger volumes and will be pleased to help you. You can contact them at <a href="#">Salon Success</a>.</li> <li>• Excluded from discounts</li> </ul>
L'Oreal Professionnel Serie Expert	<ul style="list-style-type: none"> <li>• Maximum of 10 units of any L'Oreal Professionnel Serie Expert product per transaction</li> <li>• €500 max spend on this brand per month</li> <li>• Please call our partners at Salon Success if you wish to order more than this. Salon Success are key account specialists, who specialise in accounts that need to order larger volumes and will be pleased to help you. You can contact them at <a href="#">Salon Success</a>.</li> <li>• Excluded from discounts</li> </ul>

## 5. TERMS AND CONDITIONS FOR DISCOUNT CODES

This offer will be applied to Ex.VAT pricing and is available in store and online. 1 per customer. This offer can be used in conjunction with our regular promotional offers, but cannot be used in conjunction with any other promotional event or voucher. Offer excludes: ghd, Paul Mitchell, Moroccanoil, Redken, Olaplex, Matrix, Maria Nila, K18, Color Wow, Dyson, Goddess Maintenance Company, #Mydentity, BaByliss PRO Perfect Curl, L'Oréal Professionnel Steampod and Instant Highlights, Pocket PA, all equipment and furniture including Sum Up Card Reader, Colour Mega Deals, Clearance products, Gift Vouchers and Training Courses Other exclusions may apply. This offer can be used in conjunction with a professional Trade Card. The maximum discount is limited to €500 ex. VAT. Salon Services reserves the right to correct any illustrator errors and to remove the offer at any time.

## 6. TERMS AND CONDITIONS FOR EDUCATION

### **Definitions and Incorporation**

‘We’, ‘Us’ or ‘Our’ means in these Terms and Conditions:

- Sally Salon Services Limited (where the training course is booked and attended in the United Kingdom), and

- Sally Salon Services (Ireland) Limited, registered in the Republic of Ireland with company number 203978 and having its registered office at 3 Burlington Road, Dublin 4, Ireland D04 RD68 (where the training course is booked and attended in the Republic of Ireland)

The Salon Services Limited company consists out of three trading entities: Salon Services, Sally Beauty and Salon Success.

For private customers (consumers), a course is booked through the Sally Beauty trading entity and for professional customers, a course needs to be booked through either Salon Services or Salon Success.

These Terms and Conditions shall apply to all of Our education courses to the exclusion of any other terms and conditions you may wish to rely upon. By booking a place on a course you confirm that you have read and accepted these Terms and Conditions.

## **1. The Course**

You will be allocated your place(s) on the course(s) on payment of the course fee(s) in full. We reserve the right to decline applications. Your booking is not confirmed until you receive a booking confirmation e-mail. All courses are subject to availability. All live virtual courses require a minimum number of two (2) attendees and all face to face courses require a minimum number of three (3) attendees.

## **2. Course Fees**

Course fees exclude the cost of products required for the course unless expressly stated. We reserve the right to vary the course fees from time to time without notice to you.

## **3. Payment**

Payments must be made in full at the time of the booking. Payments made via debit or credit cards must be made by the cardholder. We will not accept payment details from a third party.

## **4. Course Content**

We will endeavour to cover all the topics outlined in the course description. We have the right to make any changes to the course content which are necessary to comply with any changes to Industry best practice, any applicable law or safety requirement, or which do not materially affect the nature or quality of the course and which do not affect the course accreditation.

You acknowledge and agree that all course material, programme material, the education prospectus and copies of such and all intellectual property rights in such materials (including but not limited to copyright) are our property. Neither you nor your substitute delegate will copy and/or distribute the whole or any part of those materials without our prior written consent.

Some courses require compulsory periods of private practice outside of the classroom, building upon and developing techniques and skills, ensuring that such techniques and skills have been mastered before continuing on to the next classroom module. If you fail to demonstrate that you have an adequate level of competency (including, but not limited to, providing evidence that you have undertaken sufficient practical experience), without incurring any liability whatsoever to you, the trainer reserves the right to exclude you from attending subsequent classroom sessions. If you are excluded from completing the course you will fail the course and you will not be entitled to a refund of the course fee nor be permitted to re-schedule. You may be permitted to re-sit examinations at the sole discretion of the trainer and subject to payment of a re-sit fee.

## **5. Course Pre-requisites**

Please ensure you comply with the relevant pre-requisites as detailed in the training description. Where you are required to bring your own hairdressing tools, this includes but is not limited to brushes, combs, gowns and hairdryers. When bringing electrical equipment (not limited to hairdryers, clippers and hair straighteners), it is your responsibility to ensure that it has a safety certificate (complying with the Electrical Safety at Work Regulations under the Health and Safety Act). Where you are required to bring a model you must ensure they are over 16 years of age, (18 years of age for certain courses). If you are acting as a model you will be required to sign a Model Indemnity Form as a course prerequisite. Where any colour is being applied, in accordance with the relevant manufacturer's instructions, you must ensure that the colour product is skin tested on your model at least 48 hours before the course.

We reserve the right, without incurring any liability to you (including no obligation to refund the course fees), to exclude you from taking part in the practical aspects of the course if you fail to comply with the course pre-requisites which could result in you failing the course.

Where the course requires you to allow other candidates to work on your nails, it is your responsibility to ensure that your nails are in good, healthy condition. By signing up to the course you confirm you have never suffered from an allergic reaction, sensitivity or any other medical condition as a result of or arising from a nail treatment. Our trainers reserve the right to exclude you from attending a course if our trainer reasonably considers that your nails are in poor and unhealthy condition. If excluded you will not be entitled to a refund nor be entitled to re-schedule to another course or date.

It is your responsibility to ensure that you have all the required products/kits on the day of the course. We advise you to check, prior to the date of the course that any products and/or kit required for the course are in stock and available for you to purchase.

We reserve the right to reject you from attending a course where we reasonably suspect that you are under the influence of drugs and / or alcohol, without incurring any liability to you. If excluded you will not be entitled to a refund nor be entitled to re-schedule to another course or date.

**IMPORTANT:** You warrant and confirm that you have the required level of experience and/or qualification to attend and participate in the course you have booked. We reserve the right to reject you from a course where we discover you are not qualified without incurring any liability or obligation to you. If rejected from a course, you will not be entitled to a refund of the course fees paid or any expenses incurred by you in attending the course from which you were rejected.

## **6. Cancellation and Refunds**

For professional, trade card Salon Services & Salon Success customers: **IMPORTANT:** ONCE BOOKED, YOU CANNOT CANCEL YOUR PLACE ON THE COURSE. If you fail to attend a booked course you will not be entitled to a refund or offered an alternative course.

For retail, Sally Beauty customers: you are a consumer and you have booked a course, over the telephone or via our website so you have the right to cancel your booking within 14 days of the date you booked the course. However where the course is due to take place within 14 days of the date you booked your place, you cannot cancel your booking. You have no right of cancellation where you have booked your course in one of our stores.

Refunds for courses booked through one of our stores can only be processed in our stores. Courses booked through our website will be refunded via our website. For further details

about your cancellation rights and how to obtain a refund you can contact: [SallyEuropeEducationTeam@uk.sallybeauty.com](mailto:SallyEuropeEducationTeam@uk.sallybeauty.com). Refunds can only be made on the same card used to make the original purchase and by the cardholder.

If you have failed to attend a course because of a medical condition, We may at Our absolute discretion, on being presented with a valid medical certificate and subject to an administration fee of €20 payable by you, offer you a place on an alternative course of equivalent value, subject to availability.

We may, at our absolute discretion, agree to accept a substitute delegate in your place subject to your delegate having the required experience and/or qualification and subject to you paying an administration fee of €20. A substitute will be required to sign a declaration that they accept these Terms and Conditions before attending the course, failing which they will not be permitted to attend the course and we will have no further obligation or liability to you.

We reserve the right to cancel any course or course venue for organisational reasons. Where we cancel a course we will attempt to notify you as soon as possible in writing or by telephone or by email, as appropriate, and we will use all reasonable efforts to re-schedule an alternative course or date for you. Our total liability to you for cancelling a course or course venue will be limited to a full refund of the course fees paid by you. Where we have given you less than 24 hours' notice of a cancellation, on presentation of a valid receipt or ticket, we will refund any direct travel expenses you may have incurred. We will NOT be responsible for any other losses, costs and expenses you may have incurred including but not limited to model fees, accommodation costs, childcare, wages and loss of earnings.

## **7. Liability**

It is your responsibility to ensure that your existing insurance policies cover your attendance and participation on the course and that any new certificate gained through completion of a course will be covered by your existing or new insurance policy.

## **8. Data Protection**

We are committed to preserving the privacy of our customers. Your personal data is subject to automatic processing by Us in such a way that We can offer you the various services. The Privacy Policy on Our website applies.

## **9. General**

These Terms and Conditions may change in time and can vary per booked course.

If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected.

Certificates of completion will be sent to you by post or email within 30 days following completion of your training course. Certificates should be kept safe as duplicates may not be available and will attract a charge.

Any dispute or claim in relation to a course booked in the United Kingdom shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English courts. Where a course is booked in the Republic of Ireland, Irish law will prevail and you agree to submit to the exclusive jurisdiction of the Irish courts.

None of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party other than any substitute delegate of yours.

All written correspondence should be sent to Ground Floor, Inspired, Easthampstead Road, Bracknell RG12 1YQA

### **7. CONDITIONS OF USE OF PROFESSIONAL TRADE CARD**

1. We use the terms "Salon Services", "we" and "us" to refer to Sally Salon Services Limited (registered in England and Wales under company number 1060763 and with registered office at Ground Floor, Inspired, Easthampstead Road, Bracknell RG12, 1YQ) and/or Sally Salon Services Ireland Limited (registered in the Republic of Ireland under company number 203978 and with registered office at 3 Burlington Road, Dublin 4, Ireland D04 RD68).

2. By applying for a Professional Trade Card you accept and agree to these Conditions of Use and to our Privacy Policy.

3. Professional Trade Cards are only available to professionals, students and/or businesses in the hair and beauty industry established in the United Kingdom and Republic of Ireland and



are only available upon proof of professional or student status. Trade Cards are not available to anyone under the age of 16. We reserve the right to decline any application

4. You confirm that the information that you provide to us when applying for the Professional Trade Card is and remains true and accurate and that it is your responsibility to ensure that your details are correct and up to date and you will notify us in writing of any changes.

5. Products purchased are subject to Salon Services' Terms and Conditions of Sale

6. You confirm that you purchase products with the Professional Trade Card for professional use only. You are solely responsible for ensuring that you and your staff are suitably qualified and experienced in the use, storage and handling of the professional products you purchase and that you will not allow inexperienced or unqualified persons to have access to the products.

7. You will comply with any restrictions and/or limitations which Salon Services may apply, from time to time, to the sale and purchase of certain products including but not limited to age restrictions, any volume restriction applied online or in store or certain professional branded products which can only be purchased for use in salon/business because these products are not generally suitable for consumer use. We reserve the right to monitor your purchases and sales of these types of products and will take action against you where we suspect a violation of the restrictions and/or limitations is taking place.

8. You acknowledge that Salon Services specializes in the supply of high quality products. In the purchase, use and sale of our products, you agree not to do anything to damage the reputation of Salon Services, its brands or the business relationship with our customers and brand owners.

9. Salon Services reserves the right to refuse any purchase in its absolute discretion.

10. The Professional Trade Card may be withdrawn by Salon Services at any time without giving any reason. We reserve the right to suspend or cancel your Professional Trade Card if you breach these Conditions of Use.

11. The Professional Trade Card and rights conferred by it are personal to the card holder only and cannot be transferred to any other person. Any unauthorised use will invalidate the Professional Trade Card and may result in its withdrawal.

12. The Professional Trade Card remains the property of Sally Salon Services at all times.

13. Lost or damaged Professional Trade Cards must be reported immediately to any Salon Services store or by calling our Customer Service team at +44 (0) 800 980 9961.

14. These Conditions of Use are governed by English law. The courts of England and Wales will have exclusive jurisdiction on any disputes arising out of or in connection with these Conditions of Use.

15. These Conditions of Use may be amended by Salon Services at any time. The latest Conditions of Use can be viewed at [www.salon-services.com](http://www.salon-services.com)