

Bond Hair Extensions – Terms and Conditions

1. “Supplier” means “Bond Hair Extensions”, of Bluebell Close, Wellingborough, Northamptonshire, NN8 4GG.

2. Application of Terms and Conditions

The Supplier shall supply and the Client shall purchase the Products and Services in accordance with these Terms and Conditions to the exclusion of any other and which are to be read in conjunction with the Suppliers Consultation and Consent Forms, Commitment to Care Statement and Aftercare Guidelines.

3. Definitions and Interpretation

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

“Business Day” means any day when the Suppliers premises are open to the Public

“Business hours” means the normal business hours of the Supplier

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Contract” means the Contract for the purchase and sale of the Product and supply of the Services under these Terms and Conditions;

“Price” means the price payable for the Product and Services;

“Client” means the person who accepts the services or the price of the Supplier for the sale of the Product and supply of the Services;

“Product” means the human hair extensions (including any strand test of the hair extensions) which the Supplier is to supply in accordance with these Terms and Conditions;

“Services” means the application of human hair extensions to be provided to the Client in accordance with these terms and conditions and in conjunction with the Suppliers Consultation and Consent Forms, Commitment to Care statement and Aftercare Guidelines.

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

“writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means; a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; “these Terms and Conditions” is a reference to these Terms and Conditions and any reference

to any documentation to be read in conjunction with, as amended or supplemented at the relevant time; a Clause or paragraph is a reference to a Clause of these Terms and Conditions a "Party" or the "Parties" refer to the parties to these Terms and Conditions. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender.

4. Basis of Sale and Service

The Supplier's employees or agents are not authorised to make any representations concerning the Products or Services unless confirmed by the Supplier in writing. In entering into the Contract the Client acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed. No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Client and the Supplier. Sales literature, price lists and other documents issued by the Supplier in relation to the Products and Services are subject to alteration without notice. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotations, price lists, Commitment to Care Statements, Consultation and Consent Forms or other documents or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

5. The Products

The specification for the Products shall be that set out in the Supplier's documentation and any such variation(s) made from time to time by the Supplier. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier. The Supplier reserves the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory or regulatory requirements, which do not materially affect their quality or performance.

6. The Services

The Supplier shall, in consideration of the price being paid in accordance with Clause 7 will provide the Services. The Supplier will use reasonable care and skill in the performance of its Services. The Supplier shall use all reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

7. Price

The price of the Products and Services shall be the price agreed or such other price as may be agreed by the Supplier and the Client. Where the Supplier has quoted a price for the Products and Services, the price quoted shall be valid for 30 days only. The Supplier reserves the right, by giving written or oral notice to the Client at any time before delivery or provision, to increase the

price of the Products and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, significant increase in the costs of labour, materials or other costs of supply), any change in the delivery date or specifications for the Products and Services which are requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Supplier adequate information or instructions. The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Products and Services, which the Client shall be additionally liable to pay to the Supplier.

8. Deposits and Payment

Deposits are taken prior to the application date to secure your appointment. Deposits may also be used to contribute to the cost of pre-ordering hair in a specific colour, not held as a stock item. Deposits are non-refundable unless the Client gives the Supplier in excess of 48 hours notice to change their appointment and the new appointment date and time is in the same month as the original appointment. Subject to any special terms agreed in writing between the Client and the Supplier, the Client shall pay the remaining price of the Products and Services (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) on completion of the Supplier's services. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request. All payments shall be made to the Supplier.

9. Cancellation

Should the Client cancel their appointment and this is not re-booked within the same month of the original appointment as clause 8 above, the deposit will be retained by the Supplier and any costs incurred in excess of the deposit amount for the purchase of any Products specifically purchased due to non-stock items being required, will be paid for by the Client.

10. Assignment

The Supplier may assign the Contract or any part of it to any person, firm or company without the prior consent of the Client.

11. The Product

Due to the fact that hair is a natural product, the Supplier cannot accept responsibility for poor batches of hair. The Supplier offers basic, standard and premium ranges of hair extensions and quality can vary. The Supplier only uses 100% Indian and European hair extensions and these are expected to last up to 3 months subject to the Client following the correct aftercare procedures as provided by the Supplier. Hair extensions should not cause damage to natural hair if treated in accordance to the aftercare guidelines provided by the Supplier and removed by the Supplier. It is not recommended that the hair extensions are coloured. If you do choose to colour the hair extensions it is recommended that this is done by a colour professional so the

necessary care is taken. It is strongly advised, if you have any known allergies that could be worsened by the application of hair extensions that they are not applied. Pre bonded hair extensions should never be applied in conjunction with another extension method, for example glue strips or clip-in extensions. This could cause damage and breakage to the natural hair. Clients are responsible for their own care of their hair extensions and also for using the recommended products and aftercare advice given by the Supplier.

12. Defective Product

The Supplier strives to source the best quality human hair to offer to its clients. If hair extensions are believed to be faulty or of poor quality, the Supplier will require the Client inform the Supplier within 7 days and return to the Supplier, within 14 days of the hair being applied, to have the hair removed for testing. This is a free removal service only if it is deemed the hair, at the discretion of the Supplier, is to be faulty or of poor quality.

13. Right to Return the Product and to Receive a Refund

As a product, hair is not returnable or refundable due to hygiene reasons and this applies to all applications and used hair without exception. After the said 14 day period as stated in clause 12 above, the Supplier will have no obligation to the Client to remove the hair for testing or make any refunds to the Client whatsoever. The Supplier shall be under no liability for hair that has been coloured or altered in any way after the application of the product or for any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the product without the Supplier's prior approval, or any other act or omission on the part of the Client or any third party.

14. Removal of Product

The product requires a high level of care and attention. Any Client who decides to attempt to remove their own extensions may do so but by doing so they are no longer covered by the Supplier's policy of Insurance or liability pursuant to clause 16 if they cause damage to their natural hair.

15. Client's Default If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

suspend the provision of the Product and Services to the Client and charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum above The Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). This condition applies if: the Client fails to perform or observe any of its obligations hereunder or is otherwise in breach of these Terms and Conditions ; or the Client becomes subject to any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes bankrupt; or the Supplier

reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

16. Insurance The Supplier holds Public Liability Insurance. This Insurance is to cover any risks to the Client whilst on the Suppliers premises. It does not cover any risks to third parties on the Supplier's premises whatsoever and any third party enters the Supplier's premises entirely at their own risk.

17. Liability

Subject to clauses 12 and 13 above, if the Supplier fails to perform the Services with reasonable care and skill, causing damage, the Supplier will carry out remedial action at no extra cost to the Client. If no remedial action is possible the Supplier will pay for the damage caused, limited to the cost of the supply and application of the original hair extensions. The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from loss or damage (including that of third parties) caused by the Client.

18. Communications

All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice. Notices shall be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or on the fifth calendar day following mailing, if mailed by national ordinary mail, postage prepaid; or on the tenth calendar day following mailing, if mailed by airmail, postage prepaid. All notices under this Contract shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

19. Data Protection The Supplier is committed to data protection. All information kept in relation to the Client is stored correctly and will not be shared with third parties. From time to time you may receive communications from the Supplier via email, SMS, post or phone. If you would like to opt out of such communication please email info@bondhair.com

20. Force Majeure

Neither Party shall be liable for any failure nor delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

21. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the

right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

22. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these and the Contract shall be valid and enforceable.

23. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. Consumer Rights

Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

25. Law and Jurisdiction

These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.