

Terms and Conditions - Hair Cult

Please read these Terms and Conditions ("Agreement") carefully before booking or availing any hair colour services or purchasing professional home care products from Hair Cult Hair Specialists Ltd, 19A Washway Road, M33 7AD, Sale.

This Agreement sets forth the legally binding terms and conditions for all clients ("Client," "You," or "Your") utilising our hair colour services and purchasing our professional home care products ("We", "Us", "Our"). By booking an appointment, receiving any hair colour services, or purchasing our products, You agree to be bound by this Agreement.

To help you understand and find the information you are looking for in our Terms and Conditions, please see our guide below:

Section 1: About Us

Section 2: Service Description

Section 3: Consultation and Patch Test

Section 4: Appointment Booking, Deposit and Cancellations

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Section 1. About Us:

We operate the website www.hair-cult.co.uk (our site). We are Hair Cult Hair Specialists Ltd, a company registered in England and Wales under company number 14158501 and with our registered office at 19A Washway Road, Sale, Greater Manchester, M33 7AD, U.K..

Our main trading address is the same as our registered office.

Unless we say otherwise, we use the terms "Hair Cult", "we", "us" and "ours" on this document to refer to Hair Cult Hair Specialists Ltd throughout our Terms and Conditions, which includes, Confidentiality and Privacy Policy and our General Terms and Conditions of Sale.

To contact us:

Please send an email to: general@hair-cult.co.uk

Or call us on: 07826203813.

Section 2. Service Description:

2.1. Our hair salon specialises in providing professional hair colour services, including but not limited to hair colouring, highlighting, balayage, pre-lightning, and creative colouring techniques.

2.2. We also offer a range of professional home care products specifically formulated to maintain and enhance your hair colour and the general health of your hair, including shampoos, conditioners, treatments, styling products and professional hair tools such as brushes, combs, hairdryers, straighteners, etc..

2.3. Our trained hair colourist will provide guidance and recommendations regarding the appropriate home care products based on your hair type, colour, and specific needs.

Section 3. Consultation and Patch Test:

3.1. Prior to any hair chemical service, a consultation will be conducted to assess your hair condition, desired colour, and potential risks or limitations.

3.2. In certain cases, a patch test may be required to identify potential allergies or sensitivities to the chemical hair products used. The patch test must be performed at least 48 hours before the scheduled appointment.

3.3. For the purchase of home care products, we may inquire about your hair type, current colour, and any specific concerns to provide suitable recommendations.

Section 4. Appointment Booking, Deposit and Cancellations:

4.1. Appointments for hair colour services can be booked through our salon's email, phone, or in-person. A valid contact number and/or email address must be provided for confirmation and communication purposes.

4.2. In case of cancellation or rescheduling, please notify us at least 48 hours before the scheduled appointment. Failure to do so may result in a cancellation fee and/or loss of the deposit fee.

4.3. Upon booking a hair colour service at Hair Cult, the client agrees to provide a non-refundable deposit of 50% of the total service cost. This deposit is necessary to secure the appointment and reserve the allocated time slot for the client.

4.3.1. The deposit payment can be made via BACS transfer. Details for making the deposit will be communicated to the client at the time of booking.

4.3.2. The client acknowledges that the deposit amount will be deducted from the total service cost, and the remaining balance will be due at the end of the appointment.

4.3.3. In the event that the client cancels or reschedules the appointment with less than 48 hours' notice, the deposit will be

forfeited. This policy ensures that the salon can allocate the time and resources to other clients effectively.

4.3.4. In case of cancellation or rescheduling made by the salon due to unforeseen circumstances such as staff illness or natural disasters, the deposit will be fully refunded to the client.

4.3.5. If the client arrives more than 15 minutes late for the scheduled appointment without providing prior notice, the salon reserves the right to cancel the appointment and retain the deposit as compensation for the lost time and potential loss of business.

4.3.6. The client understands that the deposit is non-transferable and non-refundable, regardless of any changes made to the hair colour service or subsequent appointments.

4.3.7. In the event of dissatisfaction with the hair colour service, the client should notify the salon immediately so that appropriate measures can be taken. The deposit, however, will not be refunded solely based on client dissatisfaction.

4.3.8. Hair Cult reserves the right to adjust the deposit policy at its discretion. Any changes to the deposit requirements will be communicated to the client at the time of booking or through other appropriate channels.

4.3.9. By providing the deposit, the client acknowledges that they have read, understood, and agreed to these terms and conditions regarding the 50% deposit for hair colour services.

4.4. For the purchase of home care products, no appointment is necessary, and products can be purchased during our salon's operating hours.

Section 5. Pricing and Payment:

5.1. The prices for our hair services are specified on Hair Cult's website, menu, or communicated during the consultation and/or via email. Prices may vary based on the length, thickness, timing, and complexity of your hair and the specific products needed and purchased.

5.2. Payment for all hair services is due at the time of service and can be made by BACS transfer at our salon.

5.3. Payment for home care products must be made at the time of purchase and can be made by BACS transfer.

Section 6. Results and Satisfaction:

6.1. We strive to achieve the desired hair results; however, individual results may vary due to factors beyond our control, such as hair texture, condition, and previous treatments.

6.2. If you are unsatisfied with the hair service received, please notify us within 72 hours of the appointment. We will make reasonable efforts to rectify any issues or concerns.

6.3. We do not offer refunds or exchanges for home care products unless they are defective or damaged upon purchase. Please inspect the products upon receipt and notify us immediately.

6.4. We do not offer refunds or exchanges for: any made-to-measure, custom-made or special requested products or products supplied direct from the manufacturer (including hair loss treatments, hair extensions, GHD products, Wahl products, Denman products); Any product which has a security seal which you have opened or unsealed; Any product which, for hygiene purposes, cannot be returned which includes: hairbrushes and combs, hair extensions and hair pieces, etc.

6.5. **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.

Section 7. Hair Care and Maintenance:

7.1. Our hair specialists will provide aftercare instructions and recommendations to help maintain the longevity and vibrancy of your hair colour and the general health of any hair. It is your responsibility to follow these instructions to ensure optimal results.

7.2. We recommend using our professional home care products specifically designed to enhance and protect your hair. However, the use of these products is optional, and we are not responsible for any adverse effects or colour fading that may occur due to the use of other non-approved products.

Section 8. Professional Home Care Products:

8.1. **Descriptions:** 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.

8.2. **Availability:** All products at our salon are subject to availability. We will inform you as soon as possible if the Product you have requested is not available and we will not proceed with your request.

8.3. **How a contract is formed between us:** Our purchase process in our salon allows you to check and amend any errors and check the professional home care products for any issues before paying. Please read and check your products carefully at each stage of the purchasing process before paying for it.

8.4. The Contract between us will only be formed when we sell the products to you. Before a legally binding Contract is made between us. Please check this information as it forms part of our Contract.

8.5. We reserve the right (in our absolute discretion) to refuse a request for any reason, for example but not limited to, unavailability of products, technical or regulatory reason, you are not allowed to purchase the products, we cannot sell the products to you, you have requested too many products, there has been a mistake with the pricing or description of the products or if we suspect a breach of these Terms and Conditions. We will inform you of this and we will not process your request.

8.6. Restrictions on sale/diversion: You agree that you are purchasing products for your own personal use and not for resale.

8.7. Age Restrictions: By law all products in our salon can only be purchased if you satisfy the legal age. If you are underage, please do not attempt to purchase these products.

Section 9. Liability:

9.1. Our Liability to You: Our hair salon and its staff will take reasonable precautions and follow industry standards during all hair services and the sale of professional home care products. However, we shall not be held liable for any damages, injuries, losses, or expenses incurred as a result of the hair services or the use of our home care products, except in cases of proven negligence or willful misconduct.

9.2. 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 and Conditions and any Contract, including but not limited to, diverting any professional home care products.

9.3. 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 request 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 request 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 date with you once the Event Outside Our Control ceases to exist or we reserve the right to cancel the order.

Section 10. Confidentiality and Privacy Policy:

10.1. Hair Cult Hair Specialists Ltd - Privacy Policy.

10.1.1. Our contact details:

Name: Hair Cult Address: 19A Washway Road, M33 7AD, Sale - Greater Manchester

Phone Number: 07826203813

E-mail: general@hair-cult.co.uk

10.1.2. The type of personal information we collect We currently collect and process the following information: Chemical procedures notes with a personal Identifier such as first and Last name or nickname given by you.

10.1.3. How we get the personal information and why we have it. All of the personal information we process is provided to us directly by you for one of the following reasons:

- To remember and improve chemical services.
- To prevent and Avoid Allergic Reactions.
- To prevent and Avoid chemical incompatibilities.
- To ensure the safety of your skin and hair.
- Insurance purposes.

10.1.4. We use the information that you have given us and from your chemical procedure appointments in order to identify each chemical procedure client separately. We don't share this information.

10.1.5. Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are: Your consent. You are able to remove your consent at any time. You can do this by contacting general@haircult.co.uk or 07826203813.

10.1.6. How we store your personal information: Your information is securely stored in the Chemical Procedures File Box at Hair Cult. We don't process any digital personal information. We keep the Chemical Procedures Notes for as long as you are a chemical procedure client. We will then dispose of your information after 12 months or immediately via request by shredding and disposal of the chemical procedure paper file.

10.1.7. Your data protection rights: Under data protection law, you have rights including:

- Your right of access - You have the right to ask us for copies of your personal information.
- Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

-Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.

-Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.

-Your right to object to processing - You have the right to object to the processing of your personal information in certain circumstances.

-Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

10.1.8. You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you. Please contact us at general@hair-cult.co.uk or 078826203813 if you wish to make a request.

10.1.9. How to complain If you have any concerns about our use of your personal information, you can make a complaint to us at general@hair-cult.co.uk or you can call our salon on 07826203813.

10.1.10. You can also complain to the ICO if you are unhappy with how we have used your data. The ICO's address:

-Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

-Helpline number: 0303 123 1113

-ICO website: <https://www.ico.org.uk>

10.2. Your personal information, including contact details, medical history, hair colour preferences and hair colour history, will be treated with utmost confidentiality and used solely for the purpose of providing the requested hair colour services and delivering the home care products.

10.3. We comply with all applicable data protection and privacy policy laws and take appropriate measures to ensure the security and confidentiality of your personal information.

Section 11. Intellectual Property:

11.1. All intellectual property rights, including trademarks, logos, and product names, associated with our hair salon and home care products, are the property of their respective owners.

11.2. You are not permitted to use, reproduce, or distribute any of our intellectual property without prior written consent.

Section 12. Other Important Terms

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

12.2. 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.

12.3. Each of the paragraphs of these Terms and 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.

12.4. If we fail to insist that you perform any of your obligations under these Terms and 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 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.

12.5. These Terms and Conditions are governed by English law. Any dispute or claim arising out of or in connection with a contract or order or these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law.

12.6. We both agree to the exclusive jurisdiction of the courts of England and Wales.

12.7. These Terms and Conditions constitute 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 Hair Cult which is not set out in these Terms and Conditions or any of the other policies referred to in these Terms and Conditions.

12.8. By booking an appointment, receiving any hair services, or purchasing our professional home care products, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

12.9 Complaints: If you wish to raise a concern or complaint you can contact us by email or phone call. Full details can be found above.

Please note that the above terms and conditions are subject to change, and it is recommended that clients review the most recent version on Hair Cult official website or request a copy from salon staff prior to booking any hair service and/or purchasing any professional home care products.