

Terms & conditions

Our Terms and Conditions

Our Terms and 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 and Conditions of Sale](#)), ([Special Terms and Conditions of Sale](#)) and [Education Courses](#) .

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

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

ABOUT US

We operate the website www.sallybeauty.co.uk (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 "Sallybeauty", "we" and "us" on this website to refer to Sally Salon Services Limited throughout our Terms and Conditions, which include the Terms of Website Use, Privacy Policy and Cookie Policy, our General Terms and Conditions of Sale and Special Terms and Conditions of Sale.

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

TERMS OF WEBSITE USE

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

GENERAL TERMS AND CONDITIONS OF SALE

3.1 INTRODUCTION

You must read these General Terms and Conditions of Sale carefully. If you buy products on our site you agree to be legally bound by these General Terms and Conditions of Sale.

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 our site.

We can amend these Terms and Conditions from time to time. For example for legal, regulatory and/or security reasons Every time you wish to order products or services, please check these Terms and Conditions to ensure you understand the terms which will apply at that time

You may only buy products from our site for non-business reasons.

These Terms and Conditions, and any Contract between us, are only in the English language. No other languages will apply to this contract.

When buying any products you also agree to be legally bound by:

- our [Terms of Website Use](#) and any documents referred to in them including our [Cookie Policy](#) and [Privacy Policy](#) ; and
- our [Special Terms and Conditions of Sale](#)

All these documents form part of this contract as though set out in full here

If you don't understand any of these Terms and Conditions and want to talk to us about it, please [Contact Us](#) .

3.2 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

You agree that you are purchasing products for your own personal use and not for resale.

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 16 years and over to purchase: permanent and semi-permanent colour, perming products, relaxer products, eyelash tints, kits etc, ear piercing kits and nail acrylics. You must be 18 years and over to purchase: open razors, open replacement blades, scissors, solvent based products, aerosol products, nail varnish remover, peroxide solutions and sunbed products.

Prices

We can change the prices of the products on our website 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 include VAT at the applicable rate

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

Equipment or furniture products require assembly. Assembly is your responsibility and at your risk.

3.3 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 read and check your order carefully at each page of the order process before submitting it.

After you place an order, you will receive an email 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.

The email confirmation you receive will contain the key information we must give you under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 before a legally binding Contract is made between us. Please check this information as it forms part of our Contract.

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 and Conditions.

We reserve the right (in our absolute discretion) to cancel an order 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 ordered 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 order.

If you are under the age of 18 you may not purchase products from our site.

3.4 CANCELLATION AND RETURNS

Cancellation

You have the right to cancel your Contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day you receive the products.

To exercise your right to cancel, you must inform us of your decision to cancel this Contract by [emailing us](#).

To meet the cancellation deadline, it is sufficient for you to send your communication before the cancellation period has expired.

You cannot cancel a Contract for:

- 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;
- 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.

Effects of cancellation

If you cancel this Contract, we will refund you the cost of the products including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

If you have received the products before you cancel the Contract:

- you shall send back the products or hand them into one of our stores (excluding our Trade Only stores) without undue delay and in any event no later than 14 days from the day on which you communicate your cancellation from this Contract to us.
- returning the products will be at your cost and at your risk
- you will be liable for any reduction in value of the products returned to us resulting from your handling of the products other than what is reasonably necessary for you to establish the nature, characteristics and functioning of the products.

You can view the location of our Stores [here](#).

If you have cancelled the Contract but we have already processed the products for delivery:

- you must not unpack or open the products when they are delivered by you; and
- you must send the products back to us at our [contact address](#) or to one of our Stores at your own cost and risk as soon as possible and in any event within 14 days from the date of delivery to you.

We will refund you without undue delay, and no later than:

- 14 days after the day we receive the products back from you in the same condition as they were in when delivered to you; or
- if there were no products supplied, 14 days after the day on which we are informed about your decision to cancel this Contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction.

If you do not return the products or do not pay the costs of returning them to us, we shall be entitled to deduct our costs of recovering the products from the amount to be credited to you.

Return Products

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 our stores (except for our Trade Only 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.

3.5 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 Retail stores (Excluding Trade only 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.

3.6 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 Sallybeauty 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 estimated 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 or that we are unable to properly identify you. 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 we are unable to deliver your products to you for any reason, we will let you know, we will cancel your order and after deducting our reasonable charges and costs incurred in attempting to deliver the products to you, will provide you with a refund for the balance.

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 (being an individual) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, 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 We will try to contact you to let you know if we intend to do this.

If your order is incomplete or the products are damaged when they are delivered to you, you must contact our **Returns Department** within 48 hours of delivery 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.

3.7 DELIVERY CHARGES

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

3.8 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.

We will do all that we reasonably can to ensure that all of the information you give us when paying for the products is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

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 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.

If your payment is not received by us and you have already received the products, you:

- must pay for such products within 14 days; or
- must return them to us as soon as possible. If so, you must keep the products in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the products) and not use them before you return them to us.

If you do not return any products (such as where you have not paid for them) we may collect the products from you at your expense. We will try to contact you to let you know if we intend to do this.

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.

3.9 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.

3.10 OUR LIABILITY TO YOU

We will not be liable to you for any damage, injury, loss, costs or expenses that:

- is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our contract);
- arise when we are not at fault or in breach of our contract; and
- are business losses (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses)
- were caused by unqualified or inexperienced persons using the products purchased by you; and
- were 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; and
- were 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.

Nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

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

3.11 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 products.

3.12 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.

3.13 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.

3.14 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 and Conditions. You may only transfer your rights or your obligations under these Terms and 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 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.

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

These Terms and 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 and Conditions.

3.15 COMPLAINTS

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

SPECIAL TERMS AND CONDITIONS OF SALE

Save 20% when you spend £50 or more with the code SUMMER20

This offer is valid from the 16th June - 31st August 2023. Subject to availability. This offer can be used in conjunction with the Free Weekend and Wash Bag Event. This offer cannot be used in conjunction with any other voucher, event or in conjunction with a professional trade account. This offer excludes ghd, Olaplex, L'Oreal Professional Steampod, Equipment Direct, Clearance including Spot the Red Dot and gift vouchers. Other exclusions may apply.

Free Weekend Bag and Wash Bag

Offer valid from 2nd May – 2nd July 2023. One free Weekend and Wash Bag Set when you spend £200 (Inc. VAT) in store or online. Mix and match between brands. The spend threshold applies when all deductions have been calculated. The free Weekend and Wash Bag Set offer is not available in conjunction with any promotional voucher or event. The Set includes either a soft grey or blush pink weekend bag and wash bag, colours may vary. Available while stocks last. The offer excludes the following brands and products: ghd, Paul Mitchell, Moroccanoil, Redken, Matrix, Cloud Nine, Celeb Luxury, #Mydentity, BaByliss PRO Perfect Curl, L'Oréal Professionnel Steampod and Instant Highlights, all equipment and furniture including Sum Up Card Reader, Colour Mega Deals, Clearance products including Spot the Red Dot, Gift Vouchers and Training Courses. Limit of one free Weekend and Wash Bag Set per transaction. Other exclusions may apply.

Exclusive Brand Restrictions

Olaplex	<ul style="list-style-type: none">• Maximum of 10 units of any Olaplex product per transaction• £500 max spend on this brand per month
Paul Mitchell	<ul style="list-style-type: none">• Maximum of 10 units of any Paul Mitchell product per transaction• £500 max spend on this brand per month
Matrix	<ul style="list-style-type: none">• Maximum of 10 units of any Matrix product per transaction• £500 max spend on this brand per month
Maria Nila	<ul style="list-style-type: none">• Maximum of 10 units of any Maria Nila product per transaction• £500 max spend on this brand per month
LeaLuo	<ul style="list-style-type: none">• Maximum of 10 units of any LeaLuo product per transaction• £500 max spend on this brand per month• 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 Salon Success.

Love it or Return it

Our Love It or Return It policy is unique to Sally and allows you to shop with confidence and try products risk free. You can buy and try these products knowing that if you are not fully satisfied, you will have 30 days to bring back the used product for a hassle free refund.

Love It or Return It Exclusions:

- All Hair electrical items such as Hair Dryers, Straighteners and Clippers (any product with a plug)
- All Beauty electrical items including Nail Lamps, Wax Heaters etc. (any product with a plug)
- Cosmetics
- Hair extensions and hair pieces
- Body jewellery, earrings or piercing tools
- Clipper blades and other blades
- Scissors
- Any made-to-measure, custom made or special order products (including furniture and equipment, foot spas)
- Products shipped direct from a supplier
- ghd
- Items purchased from Shear Beauty

PayPal Orders

Products purchased using PayPal cannot be returned to our stores. Please return products to our [Returns Address](#).

EDUCATION COURSES

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. 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.