

Membership T's&C's

Membership is subject to She is Beauty, Hair and Nails Ltd's terms and conditions. Please print a copy for your records. If you decide you do not agree with the terms and conditions, please cancel your membership within the agreed 14 days cooling off period as outlined in 'Cancellations' term 1. Cancellation terms apply.

Membership Agreement for She is Beauty, Hair and Nail Ltd

Terms and Definitions

1. She is Beauty, Hair and Nails Ltd(SC564766) are referred to as 'The company', 'we', 'our' or 'us'.
2. 'The member' is the receiver of the membership and may also be referred to as 'you'. If you have purchased the membership for yourself - you are 'the member' or if you have purchased the membership as a gift they are 'the member.' The 'member' must be specified at the point of purchase.
3. Terms relating to payment are applicable to the purchaser.
4. 'Membership Agreement' refers to this agreement and any subsequent agreement entered in to between us and subject to our applicable Terms and Conditions.
5. 'Date of Purchase' is the date your first payment is received by us and is the date this Membership Agreement commences.
6. 'Monthly Payment' is the amount payable monthly by you to us for the services required.
7. 'Membership Term' is the duration of this agreement.
8. 'Membership Type' is the type of membership you have agreed to.

General

1. A copy of this Agreement will be emailed to you following purchase. You should retain a copy of this Agreement for future reference.
2. The membership agreement is of 6 or 12 months duration as agreed by us and you commencing as at the date of purchase(subject to terms under the heading cancellation.)
3. If any of the terms of this Agreement are found to be invalid, unenforceable or illegal the remaining terms can still be enforced.
4. We may make such changes to the Membership Agreement terms and conditions at any time as we deem necessary. In the event of such changes we will send you via email confirmation of any new terms using the email address provided by you when you joined.
5. In order to obtain a membership customer must be over the age of 18 and have access to a valid email account. We must be provided with this email address at the date of purchase.
6. It is the member's obligation to ensure that we are provided with a valid email address at all times.
7. We reserve the right to restrict the number of memberships available without notice or explanation.

8. We reserve the right to offer memberships only to those who have been clients of She is Beauty, Hair and Nails Ltd for a minimum of 6 months.
9. Upgrades are available per booking for any treatment not included in your membership. To do so you must notify us in advance at the point of booking your appointment. In those circumstances the treatment included in your membership will not be provided and you are required to pay the difference between entitled treatment and your requested upgrade treatment..
10. Additional treatments or products not included in your membership and not requested as an upgrade in advance in accordance with clause 9 will be charged at the current listed price and do not form part of this agreement.

Membership

1. Memberships are non transferable and benefits are restricted to the Member alone.
2. Attempting to book services under your membership on behalf of someone else will entitle us to bring this agreement to an immediate end. In such circumstances a penalty of £100 becomes immediately payable by the member to us.

Membership Details and Types

Benefits that are included with ALL memberships are

- a) Exempts you from any price increases to our list prices for duration of membership
- b) Members only advanced booking times - TBD
- c) Optional last minute availability message (via WhatsApp group) (provided you live within 15 minutes travel of us)
- d) 24 hours cancellation notice period for appointments instead of 48 hour.
- e) First access to limited offers or appointments
- f) Summer and Christmas diary will be opened to members for ALL appointments before non members
- g) Members will get first access to appointments after lockdown/any force majeure event that has necessitated cancellation
- h) You can book your membership entitlement up to one calendar year ahead.

Types of Membership available are:

- (a) Take a Massage Moment- available as 12month or 6 month membership term
- (b) 12month Memberships at this level will include :
 - 1 x monthly Back, Neck & Shoulder massage
 - **plus** quarterly upgrade to a Back, Neck & Shoulder Scrub & Massage OR a full body massage
- (c) 6month Memberships at this level will include
 - 1 x monthly Back, Neck & Shoulder massage
 - plus ONE upgrade to Back, Neck & Shoulder Scrub & Massage OR a Full Body Massage

*Note all are subject to salon availability

Its all in the Eyes

- a) Memberships at this level include Bi monthly Lash Lift with unlimited brow & Lash tint.(add on unlimited brow wax for £5.) Patch testing will still be applicable before 24 hours before first appointment.
- b) Unlimited brow and lash tint applies only during your 12 month membership. Unlimited applies only when safe to do so. We reserve the right to refuse the service if we feel that it is i) unnecessary ii) Potentially damaging or iii) against manufacturers instructions, accepted industry practice or the terms of our liability insurance. Tints cannot be applied more frequently than every 3 weeks.
- c) ADD ON of unlimited brow wax is subject to a minimum hair growth of 0.5 cm and will incur a £5 extra fee per month. Waxing will be refused if its not safe to do so i) if you have sun burn or have used sunbeams in the last 24hours ii if you are on medication that will thin your skin, i.e Retinol products iii) if you are currently using Glycolic acid or iv) if you are currently an uncontrolled diabetic. (once under control and with a note from the doctor you can be treated)

*Note all are subject to salon availability

Monthly Payment

1. Your monthly payment will be collected by card payment on or close to the 1st of each calendar month. Cancellation terms apply.
2. You are obliged to ensure that we hold valid card payment details at all times to ensure the collection of your monthly payment for the agreement term.
3. Payment of your monthly payment is due by you to us regardless of usage by you of our services and further regardless of whether we have required to suspend, pause or withhold services for any reasons outlined in this agreement.
4. If your monthly payment is not obtained by us then we reserve the right to make further attempt to collect payment within 14 days of payment falling due. We will write or email you to advise of this. If a second attempt at collection by us of your monthly payment fails then an administration fee of £20 will be charged in addition to the monthly payment and your membership paused until payment of all sums due has been received by us. In the event of your membership being paused in accordance with this provision then the overall membership term shall not be extended.
5. If the card payment details provided expire or we are unable to obtain collection of your monthly payment then an administration fee of £30 will be charged for each missed monthly payment in addition to the monthly payment due. During such period as payment is outstanding your membership shall be paused. In the event of your membership being paused in accordance with this provision then the overall membership term shall not be extended.
6. If payment in full of your monthly payment (and any additional charges incurred in respect of clauses 3 and 4 hereof) is not received by us within 21 days of same falling due then you agree that:
 - a) The full outstanding amount for your membership shall be immediately due and payable to us; and
 - b) We may use your payment information to recover the full outstanding amount (including any additional payments due)

You will in these circumstances have the option to instead cancel your membership in line with the terms outlined under the heading
“Cancellation terms”

7. Should the Company be obliged to institute legal proceedings against the Member arising from breach of the any of the terms of this Membership Agreement, including but in no way limited to their failure to pay any amount due by the due date, the Member acknowledges that they shall be liable for all fees and outlays incurred by us including but not limited to tracing fees, collections commission and legal expenses incurred.
8. If referral to a credit reference agency or any other party is necessary in obtaining settlement of arrears The Company may disclose personal particulars contained within the Membership Agreement and by your agreement hereto you agree to same.
9. Payments by instalments are due regardless of your salon usage. In the event of a payment default use of salon services will be denied until any sums outstanding have been paid in full.

Cancellation

1. You may cancel your membership agreement without reason within 14 days of the date of purchase. This allows you time to ensure you have made a sound decision about membership, or if purchased as a gift, allows the beneficiary the opportunity to ensure they can and will agree to the terms of this membership agreement.
 - (a) If any membership benefits including those outlined in your package have been used in the first 14 days after the date of purchase and before cancellation then you must pay the difference between your monthly membership payment and the total tariff or list price of the treatment and /or services used where such total is in excess of the monthly payment paid by you to us, or where such total is less than the sums paid by you to us then we will refund the difference to you.
 - (b) If you have had no treatments or services in the fourteen days after the date of purchase and prior to cancellation then we will refund your first payment in full.
2. This is not a credit agreement and you may cancel your membership at any time during the 12 month period. You must give us a minimum of fourteen days notice or, where you fail to do so, you will be subject to an administration fee of £30 in lieu of notice.
 - a) You must pay the difference between the payments already paid and the total tariff or list price of any products and treatments you have had the benefit of. Any appointments that have had less than 24hours cancellation notice or that you have failed to turn up for will be included in this total.
 - b) If you ‘used’ an amount totalling less than what you have already payed then no refunds will be made.
3. We reserve the right to cancel your membership without notice or being required to give reason. In the event of cancellation by us of your membership no refund will be made for prior monthly payments regardless of usage by you.

In such circumstances we will refund the current monthly payment provided always that you have not used any of the benefits/treatments/products during the current month. In the event that you have received use of benefits/treatments/products then we are entitled to deduct the cost of such benefits/treatments/products as received by you from any refund applicable.

4. If your membership is cancelled by us due to abuse of benefits, either real or perceived, we will charge you for any difference between the amount you have paid in your monthly payment and the price list total for treatments you have enjoyed where that sum is in excess of your monthly payment. We reserve the right to use your payment information to recover this amount.

Automatic Renewal

1. Unless you give written notice terminating membership fourteen days prior to expiration of the current membership term, the Member agrees that the membership shall automatically be renewed for a further membership term at the same package and under the same terms. In the event that the membership you are on is discontinued we will renew your membership on the closest equivalent level available as at the time of renewal.
2. If you send your written notice terminating membership then such notice can only be taken as received by us once you have received our confirmation of same. We undertake to provide such confirmation within 48 hours of receipt by us of your communication.
3. In the case of dispute the onus is on you to show that you have terminated membership in accordance with these terms.

Communications

1. From time to time we may send you information relating to your membership, She is Beauty, and current offers and promotions by email, SMS or post. Please ensure these details are kept up to date.
2. You agree to tell us immediately of any changes to your personal details including contact information.
3. Email and SMS communications can be opted out of, but we cannot be held responsible for any loss incurred by you not receiving relevant information/communications. Information that is posted (either with or without proof) or emailed by us to you will be assumed to be received and read by you.

Bookings

1. Appointments can be made online at www.sheisbeautyandfitness.co.uk or by call/text on 07505266448. Appointments cannot be made via email.

Complaints

1. Complaints may be emailed to sheisbeautysalon@hotmail.com and should be sent from the email address that we hold for you and clearly confirm the member details, type of membership and membership term together with details of your complaint. Please call us on

07505266448 if you have not had a reply within 48hours to confirm that we have received your email.

Force Majeure

1. A Force Majeure Event is defined as an event beyond the reasonable control of Us. This could include, but is not limited to, pandemics, industrial disputes, natural disasters, failure of a utility service or transport network, war, civil commotion, malicious damage, war, governmental order, rule, regulation or direction or compliance with any law, accident, breakdown of machinery, fire or default of suppliers or subcontractors.
2. We shall not be liable as a result of any failure to perform our obligations under this agreement as a result of a Force Majeure Event and such failure shall not result in any suspension, pause or termination of the agreement term and consequently your obligations in respect of same.

Applicable Law

1. This agreement is and all actions are governed by the law of Scotland.