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# EDY LONDON LASHES

## TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision to customers of any Services (as “Services” is defined in clause 1 below) by the Salon, namely **EDY LONDON LASHES LTD**, a company registered in England & Wales under number 12372576 whose registered office is at 585a Fulham Road, London, United Kingdom, SW6 5UA; and,
- B. where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

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

<b>“Business”</b>	means any business, trade, craft, or profession carried on by You or any other person/organisation;
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Salon who receives Services for the customer’s personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Regulations”</b>	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
<b>“Salon/We/Us/Our”</b>	means EDY LONDON LASHES whose place of business and contact address is at care of Duck & Dry of 28 Market Pl, Fitzrovia, London W1W 8AW, and includes all employees and agents of the Salon;
<b>“Services”</b>	means any and all of the treatments, facilities, services, products and other goods and materials which we provide/use; and
<b>“You/Your”</b>	means an individual who is a customer of the Salon.

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

1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and

1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

- 1.4 Words signifying the singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

## **2. Appointments**

- 2.1 The Services which We offer are available by appointment. We will endeavour to accommodate walk-in clients but cannot guarantee to do so. You may book an appointment in person at the Salon, via our website, by phone or by email.
- 2.2 Your request for a booking for an appointment will be an offer, but whether We accept any booking will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request for a particular appointment, will there be a binding contract between You and Us. If You wish to make a booking for two or more appointments by means a single booking and in Our discretion We accept that booking, Our contract with You will be for all of the appointments concerned.
- 2.3 When You book an appointment, We may require You to pay Us a reservation fee, which We will be entitled to keep as set out in sub-clause 2.7 below if You later cancel the appointment without giving Us prior notice of at least forty-eight (48) hours.
- 2.4 We will not reserve or guarantee any particular date and/or time which You request for any Services unless You book an appointment for that time/date.
- 2.5 If You know You are going to be late for an appointment, You should contact Us to tell Us. If You arrive later than five (5) minutes after an appointment time, We will try to provide the Services You have booked but if We decide that We cannot, the appointment will be treated as cancelled without notice by You and, if We then decide to make a charge for that appointment cancelled without notice, sub-clause 2.7 below will apply.
- 2.6 You may cancel an appointment without charge if You give Us at least forty-eight (48) hours prior notice of the cancellation, and if You do so We will refund to You any sum (including, but not limited to any reservation fee) You paid in advance.
- 2.7 If You do not give Us at least forty-eight (48) hours prior notice of cancellation of an appointment, We will be entitled to retain the reservation fee and also charge You the full price of the appointment. In addition, to reflect our financial loss, late cancellation of appointments scheduled after 5.30 p.m. will attract a surcharge of FIFTY POUNDS (£50.00).
- 2.8 We may cancel an appointment booked by You at any time before the time and date of that appointment in the following circumstances:
  - 2.8.1 the required personnel and/or required materials necessary for the provision of the Services are not available; or,
  - 2.8.2 an event outside of Our reasonable control prevents us fulfilling your appointment; or,
  - 2.8.3 we find that you are not a "Consumer" (as defined in clause 1 above).

If We cancel an appointment in such circumstances, We will refund to You in full any reservation fee or other advance payment that You have made to Us for that appointment;

- 2.9 We will use all reasonable endeavours to start the Services at the appointment time which You have booked, but the start may be delayed by overrun of a previous appointment or by other circumstances. If a delay to the start is at least thirty (30) minutes, or, if at any time before or after You arrive for an appointment We notify You that there will be a delay of at least that time, You may cancel the appointment and We will refund to You in full any deposit or other advance payment that You have made to Us for that appointment; and
- 2.10 Where the contract We make with You is not made on Our premises, the Regulations give You the rights set out in this sub-clause 2.10, and they will be in addition to the rights given to You by the above provisions of this clause 2. You may for any reason cancel a booking during the 14-day period after We accept that booking, but if the booking includes any appointment(s) on a date which is before the end of that period, and if You have expressly requested Us to provide any Services at that or those appointment(s) and We do so, You may not cancel that or those requested appointment(s) and You must pay for them in accordance with clause 3, and You may only cancel any other appointment(s) covered by that booking. If You request that Your booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this sub-clause 2.10, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the appointment(s) covered by that booking that You have attended.

### **3. Fees and Payment**

- 3.1 You must pay in accordance with Our Price List for all Services on completion of those that We have fully and correctly provided to You and in any event within five (5) working days of your appointment.
- 3.2 You may pay Us for Services by electronic bank transfer using bank details we provide to you.
- 3.3 We may alter Our prices without prior notice, but if the price of any Services increases between the time when You book an appointment and the date of the appointment, the price increase will not apply to Your appointment for those Services on that date; and
- 3.4 All prices of Services shown in the Price List are inclusive of VAT.
- 3.5 No refunds are given for eyelash extension services and if you decides to have your eyelash extensions removed; a removal fee of FIFTY POUNDS (£50.00) will apply.

### **4. Eligibility for Treatment**

- 4.1 You confirm that, in connection with your request(s) to receive any Services from Us, You are and will be a "Consumer" as defined in clause 1 above;
- 4.2 We will not provide certain treatments to You unless You are aged 18 years or over. We may require evidence of Your age for that purpose;
- 4.3 We will not provide certain treatments to You if You are aged under 18 unless You have parental consent. We may require evidence of Your age for that purpose;
- 4.4 If You have a medical condition, certain treatments may be unsuitable for You. We advise You to tell Us of any medical condition or on-going medical treatment when You book an appointment. If You do not tell Us at that time We will be entitled not to provide a treatment (or part of it) and to treat the

appointment (or the affected part of it) as cancelled by You without notice, in which case We may make a charge to You for the cancelled appointment (or part of it) as set out in sub-clause 2.6 above.

- 4.5 You confirm that none of the below are applicable to you:
- Skin Condition around eye area (Eczema, Dermatitis, Psoriasis, etc.)
  - Any eye surgery (within the last 6 months)
  - Conjunctivitis
  - A recent eye infection
  - Cataracts
  - Diabetic Retinopathy
  - Alopecia
  - Hordeolum/ Styes
  - Hay Fever
  - Watery Eye
  - Blepharitis
  - Corneal Disease
  - Dry Eye Syndrome
- 4.6 You will remove any contact lenses before your appointment.
- 4.7. Although all products and equipment that we use are of the quality expected of a beautician exercising a reasonable standard of care, it is possible that you may have an individual reaction to products used in the treatment. Reactions can include but are not limited to the below:
- Swollen puffy eyes
  - Redness around eyes
  - Flaky skin around eyes
  - Itchy dry skin
- 4.8. You acknowledge that Edy London Lashes cannot be held liable or responsible if such reaction does occur.
- 4.9. Individual responses to products/ingredients of semi-permanent eyelash extensions used may differ from person-to-person. Adhesive tapes, glue and under-eye gel pads used during the application may cause an allergic reaction in some clients. If You experience any discomfort during the procedure, you will need to advise your technician immediately. By entering into these Terms, You understand that Edy London Lashes cannot be held responsible or liability for any adverse reaction to the products or treatments used.
- 4.10. Although all treatment products and instruments are handled with greatest care and diligence and every effort is made to provide a hygienic service, it is still possible that some clients may experience eye irritation and this might lead to infection. If after the appointment You feel any burning, itching or discomfort to eyes or eyelids, or observe any swelling of the eyelids, please contact Edy London Lashes immediately. It is Your responsibility to seek medical help at your own expense.

- 4.11. You will be given precise aftercare instructions at the end of the service visit and following these instructions will ensure the best, most durable results.
- 4.12. You should not get Your eyelash extensions wet within the first 48 hours of application and consider that the use of mascara or any other eye make-up can shorten the length of time Your eyelash extensions remain in place.
- 4.13. You should come to Your Appointment with clean eyelashes. Removal of makeup will be taken out of your Appointment time.
- 4.14. Clients are advised never to use waterproof mascara/eyeliner on or near their eyelash extensions. Clients should consider that, even with strict adherence to these care instructions, we are unable to guarantee exactly how long their eyelash extensions will last and that there are many variables, such as individual hair growth cycle, use of cosmetic skin care products and overall care given after application, that can influence the longevity of their eyelash extensions.
- 4.15. Clients should not rub their eyes or pull at the eyelash extensions, which can result in breakage, lash loss, and/or damage to the natural eyelashes. If Clients wish to keep their eyelash extensions looking their best, regular maintenance/infill appointments, to replace eyelashes that fall out due to wear and tear or their normal life cycle, will be necessary.
- 4.16. An infill rate will only be offered if the Client returns within three (3) weeks and has at least half your lashes remaining, anything less than half will be charged at the rate of a full-set. In addition, we do not do infill work other than our own. If you are currently wearing eyelashes that are not our work, please book in for a removal first.

## **5. Salon Rules**

You will abide by the salon rules of Duck & Dry from time-to-time in force. You will not be accompanied by children or pets.

## **6. Limitation of Liability**

- 6.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;
- 6.2 We provide or sell all Services to You only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 6.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation;
- 6.4 Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection

legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

- 6.4.1 the Consumer Rights Act 2015;
- 6.4.2 the Regulations;
- 6.4.3 the Consumer Protection Act 1987; or
- 6.4.4 any other consumer protection legislation as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

## **7. Changes to Terms and Conditions**

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

## **8. How We Use Your Personal Information (Data Protection)**

All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy & Cookie Policy (a copy of which is published on our website).

## **9. Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## **10. Information**

As required by the Regulations:

- 11.1 all of the information described in clause 9 above; and,
- 11.2 any other information which We give to You about any Services or the Salon which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer

## **11. Complaints**

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for

complaint. If You have any complaint about Our Services or any other complaint about the Salon or any of Our staff, please raise the matter with us.

**12. No Waiver**

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

**13. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

**14. Law and Jurisdiction**

- 14.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.
- 14.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in sub-clause 14.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 14.3. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England & Wales.