



TREATMENTS & BOOKINGS TERMS AND CONDITIONS

KAYLOR KOSMETICS operate from 5 Green Lane, Blackwater, GU17 9DG. We operate the website www.kaylorkosmetics.co.uk.

Contacting us. To contact us telephone 07979154960 or email info@kaylorkosmetics.co.uk.

1. Our Contract with You

1. These Terms and Conditions govern the sale of Services by Us and will form the basis of the Contract between Us and you. Before paying a deposit, please ensure that you have read and understood these Terms. Please contact us if you have any questions.

2. A legally binding Contract between Us and you will be created upon Our acceptance of your deposit payment, indicated by your email Confirmation. Order Confirmations will be provided Via Email and Text Message.

Booking your appointment:

1.1. You can book an appointment via telephone 07979154960, or via email info@kaylorkosmetics.co.uk or via online booking system accessed via our website and social media pages.

1.2. Your scheduled appointment is only reserved for 10 minutes, after this period has passed, if you have not paid your Deposit Fee to secure you appointment, then your reservation will be automatically cancelled without notice.

1.3. Once we have received your deposit Fee, your scheduled appointment is confirmed, although we reserve the right to amend or cancel your appointment at any time.

On your treatment day:

1.4. Please arrive on time prior to your booked treatment time. We reserve the right to refuse treatment to customers who are more than 10 mins late. Your deposit will be forfeited and the Contract will be Terminated. We may be able to book another date for you, if we book another appointment date for you, you will need to pay another Deposit Fee.

1.5. Ensure that you have followed any Pre-treatment Advice you have received.

1.6. Please attend appointments alone. Babies and children cannot be present during the appointment. Requirements for a chaperone should be advise in advance.

1.7. We occasionally run behind schedule, due to the nature of the treatments, so please take this into consideration when planning your day.

Subsequent Appointments:

1.8. If you have booked in for a new Permanent Makeup treatment, you will need to book an 8-12 week top up appointment.

1.9. Kaylor Kosmetics will decide whether you need a touch up treatment. The initial treatment may be sufficient.

1.10. The purpose of a complementary retouch treatment is retouch on any healed areas that a lacking sufficient pigment coverage, adding a colour boost to any faded areas or fill in any gaps after the initial treatment.

1.11. The timescale to receive a complementary retouch is no later than 12 weeks after the date of the initial treatments. Adter this time you must pay the relevant 'Colour Boost' treatment price.

6, 12 and 18 Month 'Colour Boost' Appointments:

1.12. Permanent Makeup can last up to 1-3 years before starting to fade gradually. Many factors contribute to fading (including aftercare, skin type, lifestyle, medication and health). For this reason; top ups are advised between 12-18 months to keep your colour looking vibrant. Please book these in advance.

1.13. Colour boost treatments are singular sessions and do not include any free touch ups.

2. Services We Provide

The Services are listed on our website, www.kaylorkosmetics.com. We reserve the right to vary the Services at any time or add additional Services not listed on the website.

3. Agreed Customers Obligations

3.1. Complete all pre-treatment consent forms accurately. Please contact us if you have any questions.

3.2. Make all requested payments on time to avoid Termination of the Contract.

3.3. Follow the pre-treatment advice.

3.4. If required, complete your patch test at least 24 Hours before your scheduled appointment time, if you do not have a required patch test the treatment cannot be carried out.

3.5. Arrive on time for appointments.

3.6. Follow the aftercare advice.

3.7. Agree (by paying a Deposit Fee) not to post any negative, defaming or slanderous words, paragraphs or photographs on any Social Media Platform including facebook, Instagram, TikTok (this List is not exhaustive) about Kaylor Kosmetics, staff members or Students. If any Client who has paid a Deposit fee fails to adhere they will be liable for any costs for court proceedings that will be brought against you.

4. Our Obligations to you

4.1. Perform the treatments to our best ability.

4.2. Keep your personal information private and locked away safely for 7 years.

4.3. Use our best endeavours to provide you with an excellent experience and good customer service and on going support where needed.

5. Charges, Payment and Refunds

5.1. The price of our treatments are quoted at the time of booking.

5.2. All pricing is subject to consultation. Our prices are subject to change without notice.

6. Booking Fees

6.1. No appointments can be confirmed without a paid deposit. Consultations are free of charge.

6.2. Deposit Fees are deducted from the price of treatment.

6.3. Deposit Fees are non-refundable.

6.4. Treatment Fees must be paid in full on appointment.

7. Offers, Discounts and vouchers

7.1. Offers and discounts are only valid for 48 days from the date of the quote.

7.2. Vouchers and eVouchers are non-refundable. Your physical voucher or email must be produced at the time of use. Vouchers are valid for 12 months from the date of purchase. Gift Vouchers cannot be exchanged for cash. If the total value of the credit is not used, no change or credit note will be given. We will not accept liability for lost or damaged gift vouchers, lost or damaged vouchers are void and unredeemable.

8. Intellectual Property Rights

8.1. Pictures may be taken during your treatment for insurance and reference purposes and they may be used by Kaylor Kosmetics for marketing purposes on social media sites and on our webpage. Please notify us if you wish to opt out of this.

8.2. All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

9. How we may use your personal information

9.1. We will use personal information you provide to us to:

9.1.1. provide the Services

9.1.2. process your payment for the Services

9.1.3. Inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

9.2. We will process your personal information in accordance with our Privacy Policy, the terms of which are incorporated into this Contract.

10. Our responsibility for loss or damage suffered by you

10.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking/consultation process.

10.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of Kaylor Kosmetics, Staff or Students, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products OR including the right to receive treatments which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed]; and for defective products under the Consumer Protection Act 1987.

10.3. We are not liable for business losses. We only supply the products and services for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.4. We will not be held liable for any infections as a result of poor aftercare.

11. Cancellation and Termination of appointments

11.1. If you wish to cancel your appointment your Deposit Fee is none refundable and will be forfeited. You can ask to reschedule or gift your appointment someone else if more than 48 hours notice is provided. You will need to pay the Deposit fee again to secure another appointment date. If you do not show to your appointment without providing notice the card that you paid a deposit fee to may be charged the full amount of scheduled appointment.

11.2. We reserve the right to refuse treatment to customers who are more than 10 mins late. Your deposit will be forfeit and the Contract will be Terminated in accordance with this Clause 12.

11.3. We reserve the right to refuse to treat a client who we feel seems unfit to make a positive decision, anyone under the influence of drugs, alcohol or medication that may

impair decision making.

11.4. We reserve the right to refuse to treat a client who has unreal expectations, or anyone who is aggressive. If you are sent away from your appointment without having had the treatment that you booked in for your deposit payment is none refundable.

12. Events outside of our control

12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control this includes any changes that occur in relation to the current Covid-19 pandemic (Event Outside Our Control).

12.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

12.2.1. We will contact you as soon as reasonably possible to notify you

12.2.2. Our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

13. General

13.1. Assignment and transfer.

13.1.1. We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.

13.1.2. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

13.2. Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

13.3. Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

13.4. Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

13.5. Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

13.6. Governing law and jurisdiction. This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English court