

Thank you for placing a booking/order with Sugarflick.

These terms and conditions set out the basis of the agreement between us, Sugarflick, and you, the Customer. By making a booking or placing an order you are agreeing to these terms and therefore it is important that you read them carefully.

## 1. Definitions

- 1.1. Sugarflick: Fiona Birnie trading as Sugarflick, whose place of business is 75 Bedford Place, Southampton, S015 2DF;
- 1.2. the Customer: means the person who has made a booking or placed an order with Sugarflick as detailed on the Booking Form;
- 1.3. the Goods: the products to be supplied by Sugarflick to the Customer as detailed in the Booking Form;
- 1.4. the Services: the professional services provided by Sugarflick to the Customer and as detailed in the Booking Form;
- 1.5. the Agreement: these Terms and Conditions together with any terms contained within the Booking Form and our Cancellation Policy;
- 1.6. the Booking Form: means the form, either in hard copy or electronic (i.e. on our website) where Sugarflick or the Customer completes with the Customer's information and details for an order or booking;
- 1.7. Cancellation Policy: Sugarflick's discretionary cancellation policy, which can be viewed on our website.

## 2. Formation of contract

- 2.1. These Terms and Conditions shall apply to all and any contracts for the supply of Goods and or Services by Sugarflick to the Customer.
- 2.2. The Customer agrees to the terms of this Agreement when they make a booking or place an order.
- 2.3. A contract is formed between Sugarflick and the Customer only once Sugarflick confirms the Customer's booking/order. Confirmation of booking/order will normally be by email.

### 3. Charges and payment

- 3.1. Sugarflick's fees are detailed on our website or will be discussed with the Customer during telephone/face to face bookings. Sugarflick reserves the right to charge an additional amount where the Customer has not selected the correct option.
- 3.2. Payment is normally made at the time the booking or order is placed. Where the Customer has entered a discount code at the time of making an online booking then the full balance will be payable on the day of the treatment.
- 3.3. Sugarflick is entitled to charge interest on overdue amounts from the day of treatment until the date on which payment was made. The rate of interest charged shall be 8.00% per annum above the official dealing rate of the Bank England currently in force.

### 4. Customer Responsibilities

- 4.1. The Customer shall co-operate with Sugarflick in order to enable Sugarflick to perform its obligations under this Agreement and in particular shall:
  - 4.1.1. Comply with Sugarflick's Code of Conduct;
  - 4.1.2. Use their best endeavours to select the correct treatment;
  - 4.1.3. Follow as far as is practicable all after-care advice and instruction provided by Sugarflick
  - 4.1.4. To attend the treatment on time;
  - 4.1.5. Comply with Sugarflick's cancellation policy in the event the customer need to cancel an appointment;
  - 4.1.6. Make payment for any treatment which is missed and not cancelled in accordance with the Cancellation Policy;
  - 4.1.7. Attend for the treatment detailed in the Booking Form and Sugarflick confirmation. Should the customer request a different treatment on attendance then they will be required to pay the full amount of whichever is the more expensive treatment.
  - 4.1.8. Not bring food or drink into the Sugarflick premises;
  - 4.1.9. Not bring children (aged under 16) onto the Sugarflick premises;
  - 4.1.10. Comply with such other requirements as may be set out in the Booking Form or otherwise agreed between the parties.

4.2. The Customer shall be liable to compensate Sugarflick for any expenses incurred or losses suffered by Sugarflick as a result of a failure of the Customer to comply with any part of clause 4.1.

## 5. Sugarflick's obligations

5.1. Sugarflick shall perform the Services with the reasonable skills and efforts expected of a trained professional therapist.

5.2. Sugarflick will endeavour to comply with its Code of Conduct.

5.3. Sugarflick will endeavour to remove all hairs but cannot warrant that each and every hair will be removed.

## 6. Health and Safety

6.1. The Customer shall comply with each and any Health and Safety instruction or policy of Sugarflick when on Sugarflick premises.

## 7. Limitation of Liability

7.1. Nothing in these terms and conditions shall exclude or limit Sugarflick's liability for personal injury, death or fraudulent misrepresentation.

7.2. The liability of Sugarflick to the Customer under this Agreement shall be limited to any direct loss suffered by the Customer as result of the negligent performance of the Services or supply of the Goods and only where the Customer notifies Sugarflick of the negligent act or omission in question within 30 days of the date when the Customer became, or should reasonably have been, aware of that act or omission.

7.3. Sugarflick shall not be liable for any indirect or consequential loss suffered by the Customer.

7.4. Time shall not be of the essence in relation to performance of the Services or supply of the Goods unless expressly provided otherwise in the Booking Form, and Sugarflick shall not be liable for any losses incurred by the Customer as a result of a failure to perform the Services or supply of the Goods within the indicated time frames specified in the Booking Form.

## 8. Ordering Goods online

8.1. A Customer may submit an offer to purchase particular goods or services offered or advertised by Sugarflick on this website or elsewhere. Such an offer, whether done by submitting an order form, web enquiry or other statement to similar effect does not create a binding contract.

- 8.2. On receipt of the order Sugarflick will confirm acceptance of your order and conclusion of the contract.
- 8.3. Where it is stated that any order involves an obligation to pay the Customer will not be deemed to have submitted an order where the payment is not authorised.
- 8.4. An order may not be accepted by Sugarflick for the following reasons (this list is not exhaustive):
- We do not have the products or goods in stock
  - We are unable for organisational reasons to fulfil the order or provide the services
  - Due to a pricing or product/service description error
  - Due to legal, postal or other restrictions meaning that the Customer is not eligible to order the selected products or services
  - Due to a failure to obtain authorisation for any payment
- 8.5. An order will be accepted and the contract concluded when Sugarflick has sent you written confirmation that we have accepted your order or dispatched the selected Goods to the Customer.
- 8.6. The contract will be concluded in English. Any concluded contract will not be filed by Sugarflick.

## **9. Cancellation – treatment bookings**

- 9.1. The Customer does not have a statutory right to cancel bookings which are made for a specific time. However, the Customer may cancel a booking in accordance Sugarflick's cancellation policy.
- 9.2. The Cancellation Policy is discretionary and may be revoked or amended from time to time by Sugarflick in which case the Cancellation Policy in force at the time the booking was confirmed will apply.
- 9.3. Sugarflick may cancel a booking where it is not able to fulfil the treatment (for example due to the Therapist being unavailable due to absence), in which case it will either agree a new date for the treatment with the Customer or shall provide a full refund of all monies paid by the Customer for the booking.
- 9.4. Sugarflick may cancel any booking where the Customer owes Sugarflick payment in respect of any previous treatment or cancelled treatment.
- 9.5. Bookings are not transferrable to another person. Should another person attend for the treatment other than the person named on the Booking Form then this will be treated as a cancellation.

## **10. Cancellation – online Orders**

- 10.1. Where the Customer has placed an order for Goods by telephone or online then the Customer may cancel the order within 14 days of receiving the Goods, except where
  - 10.1.1. The order consists of an order for Goods which are bespoke to the Customer's requirements
  - 10.1.2. The Goods ordered are liable to deteriorate or expire rapidly
  - 10.1.3. Where the Goods are sealed for hygiene purposes and have then been unsealed by the Customer after delivery
- 10.2. In order to cancel the Goods the Customer can submit the Sugarflick standard cancellation. If the Customer submits the form online then Sugarflick will send a written confirmation by email that it has received notice of cancellation.
- 10.3. Alternatively the Customer can make a clear statement that they wish to cancel the Goods by telephoning Sugarflick on 023 8063 3222.
- 10.4. The notice of cancellation must be sent before the end of 14 days from the date on which the Goods were delivered.
- 10.5. The Customer is responsible for the costs of returning the Goods and must return them within 14 days of receipt. The Customer shall ensure that the means used to return the Goods is appropriate to the nature and value of the goods.
- 10.6. The Customer will receive a refund for the full value of the Goods except where the value of the Goods has diminished because the Customer has unnecessarily handled the goods beyond what was required to establish their nature, characteristics and functioning; in which case Sugarflick will be entitled to reduce the refund according to how far the goods have diminished.
- 10.7. Sugarflick will refund the full cost of delivery of the Goods, except where the Customer selected an enhanced delivery option, in which case Sugarflick will refund the cost of the standard delivery option.
- 10.8. Any refund payable will be made within 14 days of receipt by us of the returned Goods. The refund will be paid by the same method as the original payment unless agreed by the Customer otherwise or if not possible.
- 10.9. The right of cancellation only applies to the contract as a whole. If the Customer wishes to return only some of the goods this is at Sugarflick's discretion.

## 11. Data Protection

- 11.1. Sugarflick will use the personal data supplied to it by the Customer in order to provide the Goods and Services to the Customer.
- 11.2. Sugarflick shall not use the personal data for any other purpose except with the express consent of the Customer or unless it is required to do so by law.
- 11.3. The Customer may request that Sugarflick supply to them a copy of the personal data which Sugarflick holds on file.
- 11.4. The Customer agrees to respect the privacy of Sugarflick therapists and employees. The Customer agrees not to take or publish any photos or videos of Sugarflick therapists or customers except with the permission of that individual.

## 12. Complaints

- 12.1. If the Customer has a complaint with any aspect of Sugarflick's Services then they should raise this in the first instance with a member of the Sugarflick workforce.
- 12.2. If the complaint is not resolved to the satisfaction of the Customer then a formal complaint can be raised in accordance with of Sugarflick's complaints procedure, a copy of which is available on request.

## 13. Force Majeure

- 13.1. Neither party shall be entitled to damages from the other party, or to terminate this Agreement where the other party acts in default or material breach of this Agreement where that default or breach was caused by conditions or events beyond its control including, but not limited to:
  - 13.1.1. Strike, lockout or other labour dispute affecting the employees of Sugarflick
  - 13.1.2. Acts of God;
  - 13.1.3. Natural disasters;
  - 13.1.4. Acts of war or terrorism;
  - 13.1.5. Power or utilities supply failure;
  - 13.1.6. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;
  - 13.1.7. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services or production and supply of the Goods;

13.2. The party in breach of default shall be entitled to a reasonable extension of time to perform its obligations under this Agreement after notifying the other party.

## **14. Assignment**

14.1. Sugarflick may assign its obligations under this Agreement to a third party without the Customer's consent.

14.2. Nothing in the preceding sub-clause shall, however, prevent the Customer from enforcing its rights under this Agreement against Sugarflick.

14.3. The Customer may not assign any of its rights or obligations under this Agreement without the written consent of a Director of Sugarflick.

## **15. Severability**

15.1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **16. Waiver**

16.1. The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

## **17. Notices**

17.1. All notices and other communications provided for in this Agreement and any associated document shall be in writing and shall be delivered by post, fax, email or hand to an authorised representative, to the address, fax or email specified in the Booking Form.

17.2. Any notices served shall be deemed to be effective on actual receipt by the receiving Party, who shall acknowledge receipt within two working days of the date of receipt.

## **18. Entire Agreement**

18.1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

## 19. Third party rights

19.1. Nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise.

## 20. Jurisdiction

20.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.

## Cancellation Policy and bookings with us

This policy forms part of our Terms and Conditions of Service. We will charge a customer if an appointment is missed or not cancelled in accordance with the policy.

24 hours notice is required to cancel any appointment.

### Cancelling a booking

We recommend that a customer cancels any appointment by using the cancellation link in the confirmation booking email, if 24 hours has not passed. The customer will receive immediate confirmation on screen that it is cancelled and Sugarflick will also receive notification.

### Charges for a missed appointment

- **Less than 24 hours notice will result in a charge equal to 70% of the booked treatment**
- **NO SHOWS will be charged 100% of the booked treatment**

### Future bookings if a fee is owed

We will not honour any future booking if a fee is outstanding. We will send the customer an invoice if a booking is missed and if a fee is owed we will cancel any future appointment (s). Payment must be made within 7 days of the date of the invoice.



## Refunds

If a customer has booked and paid on line but just can't make it, of course we will refund the customer if 24 hours notice is given. Refunds are made via Stripe, but we charge a very small fee to cover the cost of the refund. Refunds take 10-5 working days.

## Paid too much

If a customer books the incorrect treatment and pays too much, please note we cannot refund the customer, but we will credit the customer for their next slot, so if in any doubt please call **before** booking and we will advise, but read the full descriptions before booking.

## ONLINE BOOKINGS

The online booking system will send out a confirmation email when an appointment is booked – please check your junk and email settings. We strongly advise that all customers keep their own record and do not delete any confirmation or reminder emails until after the appointment.

## Rescheduling

If an appointment is booked online and a customer needs to reschedule, please get in touch by replying to the confirmation email or call us on 023 8063 3222. Unfortunately a customer cannot reschedule on our online booking system.

**Please do not rely on the email reminder service, this is complementary** Emails from us may end up in a spam/junk folder so please also make a note of any appointment.

Just to confirm, we ask that all customers give us at least 24 hours notice to cancel an appointment by using the cancellation link in the confirmation email. A customer may also call Sugarflick on 023 8063 3222 if they have no access to their emails. We ask any customer to please leave a message if there is no answer, we check our phones regularly.

**Please do not email or text to cancel or reschedule** as sometimes these can be missed. We receive many texts and emails each day regarding other business.

We are closed Sundays, most Mondays and Bank Holidays.