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## HNB - MEMBERSHIP RULES

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These Rules set out the terms and conditions which govern our respective rights and obligations under the HNB membership scheme.

### 1. Definitions and Interpretation

1.1 In these Rules, 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>“Cancellation Form”</b>	means the form set out in the appendix to these Rules;
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Rules means an individual client of the Salon who receives or uses Services for the client’s personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Joining Fee”</b>	means the one-off fee published on our website and payable by any person wishing to become a Member;
<b>“Member”</b>	means a client of the Salon who is a “Consumer” whose application for membership of the Salon has been accepted and who remains a Member as provided by these Rules and “Membership” shall be construed accordingly;
<b>“Minimum Term”</b>	means a period of 3 (three) months;
<b>“Monthly Fee”</b>	means the fee payable in advance of each month during the course of Your membership;
<b>“Price List”</b>	means the Salon’s standard price list for all of the Services which We offer;
<b>“Registration Form”</b>	means the application and registration form that We provide to You in hard copy form or online;
<b>“Regulations”</b>	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

<b>“Salon”</b>	means the HNB Salon & Spa located at 25 Haven Road, Canford Cliffs, Poole BH13 7LE telephone number 01202 707113, email address reception@hnbsalonandspa.co.uk;
<b>“Services”</b>	means any of those services which are included in membership being hair cleansing, cutting, styling, blow drying, roots colouring, balayage, highlights, manicure, pedicure, massage and facials including any goods or materials which we provide/use in connection with such services;
<b>“Session”</b>	means any individual occasion on which we provide Services to You;
<b>“We/Us/Our”</b>	means Canonvale Limited trading as HNB Salon & Spa and where appropriate includes all our directors, employees and sub-contractors;
<b>“You/Your”</b>	means an individual who applies to become a Member of the Salon, and as the context allows, also means that person once accepted as a Member.

- 1.2 Unless the context otherwise requires, each reference in these Rules to a Clause or sub-Clause is a reference to a Clause of these Rules;
- 1.3 The headings used in these Rules are for convenience only and shall not affect their interpretation;
- 1.4 Words signifying the singular number shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender; and
- 1.6 References to “in writing” include email.

## **2. Registration, Application for Membership, and Membership**

- 2.1 You may apply to become a Member of the Salon by completing the Registration Form and bringing it to Us in the Salon.
- 2.2 The details that You provide and confirm in the Registration Form must be complete and correct, including Your confirmation that You are 18 or over, that you are a “Consumer”, and that You agree to these Rules.
- 2.3 You will become a Member of the Salon only if and when We accept Your application in writing (including email) and You have paid the Joining Fee and the first Membership Fee. Our decision whether or not to accept Your application is in Our absolute discretion and We do not undertake to provide any reason for accepting or declining any application.
- 2.4 Upon Our acceptance of Your application and Your payment of the Joining Fee there will be a contract between You and Us subject to these Rules.
- 2.5 Your Membership will automatically expire and cease on the last day of any month unless by that time You have paid the Monthly Fee for the month following.
- 2.6 Membership is personal to You and non-transferable. No other person may attend a Session in Your place.

### **3. Membership Benefits and Fair Use**

- 3.1 Subject always to these Rules, Membership entitles You to receive any of the Services as many times as you wish during the period of Your Membership.
- 3.2 You may only have appointments for two Sessions booked at any time.
- 3.3 We may refuse appointments You request if in Our reasonable opinion the frequency or timing of those appointments unfairly disadvantages other customers of Ours, whether or not such customers are Members.
- 3.4 We reserve the right to introduce policies to ensure fair use of the Services and their availability to Members in which case such policies shall have effect as if set out explicitly in these Rules.

### **4. Booking and Cancelling Appointments**

- 4.1 You may make an appointment for a Session in person at the Salon, by phone, or through any online booking system we may introduce.
- 4.2 Services will only be available where an appointment has been made and confirmed by Us. Appointments will only be available during the Salon's normal working hours and are subject to availability. Membership does not carry any priority and appointments are confirmed on a first come first served basis.
- 4.3 You may cancel a Session without charge if You give Us at least 24 hours' prior notice of the cancellation. If You give Us less than 24 hours' notice but at least one hour's notice of cancellation We will be entitled to charge You 50% of the price for the Services you had booked for that Session as listed on Our Price List. If You give us less than one hour's notice of cancellation (or no notice) We will be entitled to charge you 100% of the price for the Services booked for that Session as listed on Our Price List.
- 4.4 We may cancel a Session booked by You at any time before the time and date of that Session if the required staff and/or any equipment necessary for the Session are not available or if any of the circumstances set out in Clause 9 lead to the provision of the Services being impossible or impracticable. No refund or compensation will be payable to You in such circumstances.
- 4.5 We will use all reasonable endeavours to start the Session You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Session or by other circumstances.

### **5. Fees and Payment**

- 5.1 You must pay the Joining Fee as published on our website at the Salon in cash or by Credit/Debit Card.
- 5.2 The Monthly Fee must be paid by Direct Debit using a form which We will provide to You. This Monthly Fee will be debited from Your account on or around the 23<sup>rd</sup> day of the month preceding that to which it relates.
- 5.3 We will review the Monthly Fee for new Members each year and will publish a revised Monthly Fee having effect from 1<sup>st</sup> January. However, the Monthly Fee applicable when You became a member will not be changed for the first 12 months of Your Membership. Thereafter, the Monthly Fee You pay will be revised to match the latest Monthly Fee applicable to new Members.

5.4 All prices of Services shown in the Price List are inclusive of VAT.

## **6. Eligibility for Membership**

6.1 We only make Membership available to a “Consumer” (as defined in Clause 1 above), and Your application to become a Member will be deemed to be Your confirmation that You will be a “Consumer” in connection with any request(s) by You to receive any Services from Us. If at any time We find that you are not a “Consumer”, We may without liability to You cancel Your Membership forthwith.

6.2 We will not accept You as a Member or provide any Services to You unless You are aged 18 or over. We may require evidence of Your age for that purpose.

## **7. Fitness, Health and Safety**

7.1 You must ensure that you are fit and well enough to participate in any Session that You book, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.

7.2 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from Your GP or other relevant professional medical adviser before attending a Session.

7.3 You agree that when You apply to become a Member, and when You book and attend any Session, that will be Your confirmation that You have no health or fitness problems which may affect your participation in any Session.

7.4 You must not attend any Session when under the influence of alcohol or illegal drugs.

## **8. Salon Rules**

8.1 We do not permit You to:

8.1.1 smoke anywhere on the Salon’s premises;

8.1.2 make or receive mobile phone calls at the Salon premises and mobile phones should be switched to silent mode during a Session.

## **9. Events Beyond Our Reasonable Control**

9.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

9.2 If any event described under sub-Clause 9.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of

any new dates, times or availability of Services as necessary. You may, without liability to Us, cancel any Sessions which do not take place due to that event. Where Our obligations are suspended for at least 7 days We will refund any Membership Fees paid by You in relation to any month of Membership which is affected on a pro rata basis.

## **10. Limitation of Liability**

- 10.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Rules 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.
- 10.2 We provide or sell all Services to You only for Your personal and private use/purposes. 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.
- 10.3 If You bring any personal belongings onto the Salon premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by Us. We will not be responsible for any loss or damage to Your personal belongings caused by any other client, guest or visitor to the Salon.
- 10.4 Nothing in these Rules 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.
- 10.5 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 Rules 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:
  - 10.5.1 the Consumer Rights Act 2015;
  - 10.5.2 the Regulations;
  - 10.5.3 the Consumer Protection Act 1987; or
  - 10.5.4 any other consumer protection legislationas 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.

## **11. Changes to Rules and Services**

- 11.1 We may from time to time change these Rules without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.
- 11.2 We may add, remove or amend Services to which Members are entitled at any time provided that such change applies to customers of the Salon generally and no removal or amendment shall entitle You to any refund unless such removal or amendment represents a fundamental change to the benefits of Membership.

## **12. Your Right to Cancel, Termination and Expulsion**

- 12.1 Membership shall have a minimum term of three months. You may terminate Your Membership at any time with effect from the end of the Minimum Term or at the end of any subsequent month by giving at least 30 days' notice of termination to Us in writing. In this event You will remain liable for any Membership Fee or other charges which were incurred up to the date on which Membership ends.
- 12.2 We may terminate Your Membership at any time by giving at least 30 days' notice of termination to You in writing.
- 12.3 We may terminate Your Membership at any time by giving immediate notice in writing if:
  - 12.3.1 You shall be in breach of any of these Rules;
  - 12.3.2 You shall have been expelled or banned from the Salon pursuant to Clause 12.4
- 12.4 We reserve the right to expel, suspend and/or ban You from the Salon if Your conduct is in Our reasonable opinion unacceptable, or is or may be in Our reasonable opinion harmful to the reputation of the Salon or where in Our reasonable opinion such expulsion, suspension or ban is otherwise in the interests of the other Members of the Salon.
- 12.5 If We expel, suspend or ban You, You will not be entitled to any refund of any part of Your Membership Fee for any withdrawn or suspended period of Membership or for a Session started but not completed. All future Sessions You may have booked will then be deemed to be cancelled by Us.
- 12.6 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 12.6, and they will be in addition to the rights given to You by the above provisions of this Clause 12. You may for any reason cancel Your Membership during the 14 day period after You become a Member. However, if you expressly request and We provide Services to You during that 14 day period You must pay for them in accordance with the charges listed on the Price List. If You request that Your Membership be cancelled, You may use the Cancellation Form or any other means convenient to You. If You cancel as allowed by this Sub-clause 12.6, and You have already made any payment(s) to Us for Membership, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for any Services that We have provided to You.

## **13. 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.

## **14. 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 become a Member) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Rules for You to see now, or We will make it available to You before We accept Your request to become a Member. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a

Consumer.

**15. Complaints**

We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that Your experience as a client 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 the Salon Manager at the Salon or by email.

**16. No Waiver**

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

**17. Severance**

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

**18. Assignment**

- 18.1 You may not assign or transfer any rights or obligations in respect of Your Membership which is personal to You.
- 18.2 We may assign our rights and obligations or any of them to any person (natural or legal) (a) which We control, are controlled by or under common control with or (b) to whom We may sell or transfer the business of the Salon.

**19. Law and Jurisdiction**

- 19.1 These Rules and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 19.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 19.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Rules or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

I confirm that I am a consumer, am over 18 years of age and hereby apply for Membership subject to these Rules:

**Agreed by .....** (Signature)

..... (Print name)

**Address .....**

.....

**Dated .....**

### **Appendix**

#### **Form of Cancellation**

If you wish to cancel Membership during the first 14 days you may use the following form:

The Salon Manager  
HNB Salon & Spa  
25 Haven Road  
Poole  
BH13 7LE

[Date]

Dear Sirs

Re: HNB Salon & Spa Membership

I recently applied for membership at your salon. Please accept this letter as confirmation that I wish to cancel my membership with immediate effect.

Yours faithfully,

..... (Signature)

.....(Print Name)