

Mobile Hair Ripon

TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions apply to the provision of the Hairdressing Services provided by Lesley Graham trading as Mobile Hair Ripon of 19 Ailcey Road, Ripon, North Yorkshire, HG4 1LR to the person buying the services (client).
2. You, the client, are deemed to have accepted these Terms and Conditions when you accept any performance of Services and these Terms and Conditions constitutes the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. Mobile Hair Ripon will use reasonable endeavours to complete the performance of the Services within the time agreed; however, time shall not be of the essence in the performance of my obligations.
5. These Terms and Conditions apply to the supply of any goods as well as Services unless I specify otherwise.

Services Provided

6. All services are provided on a bespoke basis. The client may request styles, colours, and procedures which are unsuitable for their hair, and this will be made clear to the client. If the client chooses to proceed regardless, then this is entirely the responsibility of the client.
7. No bespoke service can be guaranteed to have an exact result. The result is influenced by a large variety of factors, including, but not limited to the client's hair type, colour, state of health, previous treatments, etc. In view of this, Mobile Hair Ripon cannot guarantee any given outcome though best endeavours will be used throughout the provision of services. In requesting services, the client agrees that this is acceptable to them.
8. Bespoke services result in the possibility of variances to the needs for time and materials to best meet the needs of the client. The client acknowledges this and agrees that any such variance will be charged accordingly.

Fees and Payment

9. The fees (Fees) for the Services are on a time and materials basis and the charge will be levied upon completion of the requested services or upon the client halting such services. Time and materials will include time taken travelling to and from the place where the services are to be performed and materials includes travel costs to cover use of a vehicle. You must pay the Fees due immediately. Time for payment shall be of the essence of the Contract.

10. In addition to the Fees, Mobile Hair Ripon can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, and any associated expenses, b) the cost of any materials required for the provision of the Services

Your Obligations

11. In requesting services, you confirm that you are agreeing to these terms and conditions and have full rights to do so. If another party has Power of Attorney over your health or finances, then they must declare this in writing to be the case prior to the services being performed.

12. If you require services which involve the application of any hairdressing chemicals, including, but not limited to colours, bleaches, and perming lotions, supplied by Mobile Hair Ripon then you agree to a skin test for allergy to such chemicals and to report any reaction to these chemicals. You must also inform Mobile Hair Ripon of any previous allergic reactions to such chemicals.

13. If you choose to supply your own hairdressing tools, adornments, or chemicals then you agree to supply suitable goods in terms of quality and quantity for the requested service. You also agree to performing your own test for allergy to any of these chemicals and informing Mobile Hair Ripon of the results of these tests. Mobile Hair Ripon will not be responsible for the capabilities including, but not limited to, allergies, colour, coverage, interactions with other chemicals, or other issues arising from such use of customer supplied materials howsoever caused.

14. You undertake to supply a suitable area for services to be performed with access to suitable lighting, space, power, water, and drainage as may be needed.

15. If you are unable to keep any appointment, you will inform Mobile Hair Ripon at the earliest opportunity and accept that where reasonable, you will reimburse Mobile Hair Ripon for any expenses incurred including potential loss of income.

Liability and indemnity

16. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

17. The total amount of our liability is limited to the total amount of Fees payable by you for the services provided.

18. Mobile Hair Ripon is not liable in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

- a. any indirect, special or consequential loss, damage, costs, or expenses or;
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; other third-party claims; or
- c. any failure to perform any obligations if such delay or failure is due to any cause beyond our reasonable control; or

d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

19. You must indemnify Mobile Hair Ripon against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your colleagues or family.

20. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

No waiver

21. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

22. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

23. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Last Updated November 2022 to reflect removal of Covid-19 related requirements.