

## **Luxe Beauty - Terms and Conditions of Business**

Welcome to Luxe Beauty terms and conditions. We hope that You are enjoying your visit to our Website and find the content and services useful. Please note that by using this Website You agree to be bound by the terms and conditions set out below. If You do not agree to be bound by these terms and conditions, then please do not use or access this Website. You must read and accept all of the terms and conditions of business contained herein together with our [Privacy Policy](#) before You may use or access the Website in any way, <https://luxebeauty.uk>.

### **1. Introduction**

1.1 Luxe Beauty provides beauty services which are bookable through the Luxe Beauty website or (known as "the Service"). "Luxe Beauty" is a trading name Laura Ferguson, located at, Room 215, 1 Dunnswood Road, Cumbernauld, G67 3EN.

1.2 By using this Website and/or purchasing the Services You agree to be bound by the terms and conditions set out below. If You do not agree to be bound by these terms and conditions hereunder; please do not use or access this Website. You must read and accept all of the terms and conditions contained herein before You may use or access the Website in any way.

1.3 These terms and conditions constitute the entire terms and conditions upon which Luxe Beauty provides the Service and upon which the User agrees to contract for the use of the Service except where specifically varied by written agreement by Luxe Beauty on the Order Confirmation. They supersede any written or oral representations, statements, understandings or agreements.

1.4 By ticking the boxes on the Website You will be accepting these terms and conditions in their entirety and entering into a contract with Luxe Beauty.

1.5 By placing the order over the telephone and paying a deposit You will be accepting these terms and conditions in their entirety and entering into a contract with Luxe Beauty.

1.6 From time to time, it will be necessary to update the terms and conditions and You agree to be bound by the new terms and conditions after the implementation date for the revised terms and conditions.

### **Definitions**

**In this Agreement: -**

**"Agreement"** means these terms and conditions together with the Client's Order as confirmed in Luxe Beauty Order Confirmation.

**"Appointments"** means the appointment booked by the Client with Luxe Beauty.

**"Client"** means the person who wishes to purchase Services through the Luxe Beauty Website.

**"Client Information"** means the information required by Luxe Beauty to allow us to deliver Services, including details of any allergies or skin sensitivities as outlined in this Agreement.

**"Information"** means any and all material contained in this Website.

**“Intellectual Property”** means any patent, invention, copyright, database right, registered or unregistered design, template, document, worksheets or trademark or content displayed on the Website (whether registered or unregistered), trade name, logo, trade secrets, know-how or other industrial or intellectual property right subsisting anywhere in the world, and applications for any of the foregoing, together with the goodwill thereon.

**“Notification”** means the previous agreed and pre-arranged communication sent to the Client as part of the Service.

**“Treatment”** means the Service provided by Luxe Beauty and chosen by the Client.

**“Patch Test”** means the skin test applied 24 hours before the Service is delivered.

**“Order”** means the Client’s order for the Services.

**“Order Confirmation”** means the email acceptance sent by Luxe Beauty following receipt of the Client’s Order.

**“the User”** and **“You”** means anyone who uses this Website.

**“the Website”** means the website operating under the domain name of <https://luxebeauty.uk>.

**“Working Hours”** means 9.30am to 3.30pm, Monday and Tuesday, 9.30am to 8.00pm Wednesday, 9.30am to 9.00pm Thursday and 9.30am to 5.00pm Friday, 9.30am to 3.30pm Saturday excluding Sundays and public holidays or statutory holidays.

## **2. Service Provision**

2.1 Luxe Beauty will provide an Order Confirmation for all Orders placed but reserves the right to accept or reject any Order at its sole discretion.

2.2 Luxe Beauty will use all reasonable endeavours to provide the Service as described on the Website. Due to the nature of such services, the time will not be the essence of the contract.

2.3 Luxe Beauty may at any time amend the Service for any reason including, but not limited to, technical or legal reasons.

## **3. Proprietary Rights**

All Intellectual Property Rights in the materials on this Website (as well as the organisation and layout of this Website) together with the underlying software code are owned by, licensed or authorised to Luxe Beauty, its assignees, licensees or sub-licensees thereof and the copyright in the text, artwork, graphics and images on the Website is owned by Luxe Beauty or its licensors or its content or technology providers except where otherwise specified. Nothing in these terms and conditions transfers to You any rights of ownership of such intellectual property rights, or constitutes a licence to use such intellectual property rights other than to the extent expressly set out in these terms and conditions. Without Luxe Beauty prior written permission, You may not copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this Website or the underlying software code whether in whole or in part.

#### **4. Basis of Use of the Website**

4.1 You agree to the following;

4.1.1 that You are aged 18 or over and are legally capable of entering into binding contracts.

4.1.2 that You understand, acknowledge and accept the exclusion of liability and disclaimer provisions contained hereafter.

4.1.3 that You will only view the Information on the Website for your own private purpose and will not publish, reproduce, store or retransmit any of the Information contained in the Website at any time.

4.1.4 that You shall not use the Information for any unlawful purpose or in any unlawful manner.

4.1.5 that You shall not transmit through the Website any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material.

4.1.6 You shall not transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law or regulation.

4.1.7 that You shall not use the Website or the Information in any manner which may constitute an infringement of any third-party rights (including but not limited to rights of copyright, trademark or confidentiality);

4.1.8 that You shall not run any tools on the Website that systematically retrieve web pages for offline or online viewing; whether it be for personal, commercial, experimental, educational or any other use;

4.1.9 that all intellectual property rights (including without limitation copyright, trademarks and all other rights) whatsoever in the Information and the Website shall remain vested in Luxe Beauty at all times;

4.1.10 that You will indemnify and keep indemnified Luxe Beauty against all claims, liabilities, damages, costs and expenses including legal fees arising out of any misuse of the Information or the Website or breach of your obligations under his agreement.

4.2 The Client must be aware that their use of Luxe Beauty Service shall be accompanied by the use of advertising on the Site. The advertising facility is an inherent part of the Service offering.

4.3 Luxe Beauty content sharing by the Client via Facebook and Instagram (or any other social media platform) post transaction is permitted subject to the social media platform's own terms and conditions.

#### **5. Client Obligations**

5.1 No Agreement in respect of any Services shall exist between us and the Client until your Order has been accepted by Us by means of an Order Confirmation (whether or not funds have been deducted from your account). If we do not accept your Order and funds have already been deducted, these will be fully refunded.

5.2 Orders may be submitted electronically via the Website. To do so, the Client will be required to follow the online Order process. When doing so, the Client will be required to complete certain required fields on a form. This may include the provision of security information such as your identification details and password(s). The Client agrees to be responsible for ensuring that such security information is kept secure and confidential at all times. The Client must inform us immediately if the Client become aware of or suspect any unauthorised use of these security details or if they become available to an unauthorised party.

5.3 By contracting for Services, the Client hereby warrant that all information submitted by the Client is true, current and complete. Luxe Beauty reserves the right to verify the eligibility of all Clients.

5.4 Without prejudice to its rights in terms of Clause 10 hereof, Luxe Beauty is entitled to suspend or terminate the Client's use of the Service if the Client fails to comply with any of its obligations under clauses 4 and 5 herein.

5.5 The Client is responsible for providing a satisfactory level of cooperation and for providing all necessary Client Information to enable Luxe Beauty to produce and deliver a quality service, including

5.5.1 providing the necessary and accurate Client Information for Order including name, home address, email address, landline and mobile telephones.

5.5.2 conducting a Patch Test at least 24 hours before the Services commences.

5.5.3 on arrival at the Luxe Beauty salon, reading and, agreeing to the Luxe Beauty disclaimer and other information and instructions necessary for Luxe Beauty to deliver Services.

5.5.4 adhering and following the aftercare guidelines as supplied by Luxe Beauty.

5.6 The Client acknowledges that Luxe Beauty reserves the right to refuse Services based upon any lack of Client Information.

5.7 We understand at times it is necessary for Clients to bring their children to Luxe Beauty; we endeavour to accommodate this, but we ask that you respect other clients and any social distancing that needs to be observed. Luxe Beauty will be the sole arbiter of this issue.

5.8 Please respect all other clients' right to privacy and comfort. Mobile phones must be on turned off or on silent mode.

## **6. Telephone Support Process**

6.1 Luxe Beauty will not take the Order over the telephone. A Client may be supported over the telephone by calling 07391207293, but in every situation the Client must contract via the Website.

6.2 No Agreement in respect of any Order shall exist between us and You until your Order has been accepted by us by means of an Order Confirmation (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

6.3 Where an Order is placed orally or in the event of any dispute as to the Order, the Order Confirmation shall be deemed as the authoritative Order.

## **7. Service Charges**

7.1. We accept payment in British pounds sterling only.

7.2 The Agreement is based upon the Client paying a deposit in advance and based upon our acceptance of the Client's deposit, prior to the Service commencing through our Debit and Credit Card Services.

7.3 You confirm that the credit/debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment, we will not accept your deposit and we will not be liable for any delay or non-delivery and we are not obliged to inform You of the reason for the refusal. We are not responsible for your card issuer or bank charging You as a result of our processing of your credit/debit card payment in accordance with the Order Confirmation.

7.4 The Client shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due to Luxe Beauty.

7.5 The Client is responsible for paying for any charges associated with using their debit or credit card.

## **8. Third Party Websites**

8.1 The Website contains links to websites operated by parties other than Luxe Beauty. Such links are provided for the User's convenience only. Luxe Beauty does not control such websites, and is not responsible for their content. Luxe Beauty inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. The User is solely responsible for evaluating the accuracy and completeness of any information contained on the third-party websites, and also the value and integrity of any Service and services offered by such websites.

8.2 You may only link to this Website with Our express written permission. We expressly reserve the right to withdraw our consent at any time to a link which in our sole opinion is inappropriate or controversial.

## **9. Cancellation by the Client**

9.1 A strict cancellation policy is enforced by Luxe Beauty. Cancellations notified at least one full working day prior to an appointment will incur no cancellation fee. Cancellations on less than one full working days-notice and "No Shows" will be charged at 100% of the deposit paid for the reserved Services.

## **10. Cancellation by Us**

10.1 Luxe Beauty shall be entitled to suspend the Service in accordance with Clause 5.

10.2 Without prejudice to any other rights to which it may be entitled, Luxe Beauty may terminate provision or use of the Service respectively with immediate effect if the Client commits any material breach of any of the terms of this Agreement including failure to provide the correct Customer Information.

10.3 By purchasing the Services and by becoming a Client. The Client agrees to be subject to these Terms and Conditions and to act honestly and truthfully regards the Client's dealings. In the event the Client acts counter to these terms and conditions, Luxe Beauty reserve the right to delete the Client's account and block their IP address from using the site in the future.

10.4 Luxe Beauty will not tolerate Clients being rude or offensive or otherwise abusing the 'Luxe Beauty Service' in any way including our employees and reserves the right to terminate the Service with immediate effect as a result of such behaviour (at Luxe Beauty discretion).

10.5 If a therapist is not available to carry out your treatments through circumstances beyond our control, we reserve the right to cancel your booking. In the event that we cannot fulfil your appointment, whenever possible we will contact you by telephone.

## **11. Warranties**

11.1 Luxe Beauty undertakes to use reasonable skill and care in providing the Service as described on the Website.

11.2 Luxe Beauty makes no warranties as to the outcomes of the Service. The Service provided on the basis that the Client is responsible for engaging with the Services.

11.3 Luxe Beauty will provide Services based upon the Client Information. As such Luxe Beauty are not responsible for Client Information provided but will endeavour to monitor Client Content and remove any material that it is found to be inaccurate or offensive. The Client Information that is communicated in relation to suitability to consume Services.

11.4 The Client is responsible for choosing the Service; Luxe Beauty will only suggest the type of Service which might be suitable to the Client and will not make choices or decisions on behalf of the Client.

11.5 Luxe Beauty will take all reasonable care to ensure that all details, descriptions and prices of treatments and products appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information, including Treatment & product descriptions, appearing on this Website at a particular time may not always reflect the position at the exact moment you place an order. The images shown on the Website are copyright of Luxe Beauty and for illustration purposes only. Images may be copied, downloaded and reproduced for your own personal use only. All prices published are in pounds sterling and are inclusive of VAT at the prevailing rate.

## **12. Disclaimer and Limitation of Liability**

12.1 The User uses the Service at its own risk and in no event shall Luxe Beauty be liable for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from Luxe Beauty's negligence) including, but not limited to, inability to use social media, loss of money, the User's identity theft, data breach, loss of or corruption of data or the User's inability to use the Service, however caused and whether arising under contract or tort, including negligence or otherwise except as expressly provided herein.

12.2 If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and Luxe Beauty becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence but specifically excluding personal injury or death resulting from Luxe Beauty's negligence) or otherwise, will not exceed the value of Service (price paid for the Service) immediately preceding such liability arising.

12.3 The User must make every effort to secure their username, passwords details and should not under any circumstance disclose their username and password and details to a third party or by an email request. Luxe Beauty, nor its directors, employees or representatives will be liable for damages arising out of or in connection with the use of this Website or the Client Content, materials or Service included on this Website. This is a comprehensive limitation of liability that applies to all damages of any kind.

12.4 It is the User's responsibility to maintain and update browser, firewall or anti-virus and anti-spyware software. The User must protect their computer and/or device and ensure they update all security software by downloading the latest security patches from relevant software provider.

12.5 Luxe Beauty cannot guarantee 100% uptime and endeavours to provide services as described on the Website.

12.6 The Client must take full responsibility for the decisions involved when choosing the Service and during the time they use the Service and understands and accepts that any decision made to use the Service is entirely at their own risk.

12.7 THE CLIENT AGREES TO DISCLOSE ANY INFORMATION WITH REGARDS TO ANY TYPE OF ALLERGIES OR SENSITIVITIES OR ISSUES OR CONDITIONS SUFFERED BY THE CLIENT AND THIS INFORMATION MUST BE COMMUNICATED IN WRITING TO LUXE BEAUTY IN ADVANCE OF THE SERVICE COMMENCING.

12.8 IN THE EVENT THE CLIENT HAS NOT MADE THE NECESSARY DISCLOSURE IN WRITING TO LUXE BEAUTY UNDER CLAUSES OUTLINED IN THIS AGREEMENT, LUXE BEAUTY WILL HAVE NO RESPONSIBILITY FOR ANY ADVERSE REACTION SUFFERED BY THE CLIENT WHEN USING THE SERVICE OR ANY HEALTH ISSUE SUFFERED DURING OR AFTER THE DELIVERY OF THE SERVICE.

### **13. Force Majeure**

13.1 Luxe Beauty shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the Service, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, data breach, the following shall be regarded as causes beyond our reasonable control: act of god, explosion, flood, tempest, fire or accident; weather, war or threat of war, sabotage, pandemic flu or virus, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions, power cuts or trade disputes (whether involving our employees or of a third party); or difficulties in obtaining the System, labour, fuel, parts or machinery.

13.2 Luxe Beauty cannot be held responsible or deemed in breach of this agreement in any way in respect of third-party delays, technical faults, including online access failures affecting our performance.

#### **14. Statutory Information**

This website is owned and operated by:

“Luxe Beauty” is a trading name of Laura Ferguson,

Located at,

Room 215,

1 Dunnswood Road,

Cumbernauld, G67 3EN

Email: [luxe.beautybylaura@gmail.com](mailto:luxe.beautybylaura@gmail.com)

Website: <https://luxebeauty.uk>

#### **15. Privacy**

[See Privacy Policy](#)

#### **16. Assignment**

16.1 Luxe Beauty Ltd shall be entitled to assign or transfer our obligations or rights to a competent third party or to any associated company whether in whole or in part. The Client may not assign or transfer any of your rights or obligations without our written consent.

#### **17. Miscellaneous**

17.1 These terms and conditions contain all the terms of your agreement with us relating to your use of this Website. No other written or oral statement (including statements in any brochure or promotional literature published by us) will be incorporated. Your use of this Website, any downloaded material from it, use of the Service, this Agreement and the operation of these terms and conditions shall be governed by, construed and interpreted in accordance with the laws of Scotland and the Client agree to submit to the non-exclusive jurisdiction of the Scottish courts.

#### **18. General**

18.1 Failure or delay by Luxe Beauty in enforcing any term of the Agreement shall not be construed as a waiver of any of its rights under it.

18.2 The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.



18.3 The law governing this Agreement, including without limitation its interpretation and all disputes arising out of this Agreement, is the law of Scotland and the Parties submit to the exclusive jurisdiction of the Scottish Courts.

The Copyright is owned by Create Ts and Cs, [www.createtsandcs.com](http://www.createtsandcs.com). All content and materials are the sole property of the Create Ts and Cs. Create Ts and Cs, hereby grants Luxe Beauty a nonexclusive, non-transferable license to use and display, Create Ts and Cs-own both the content and materials solely in connection with the Work.