Body One Terms and conditions

**In using this website you are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", “You” and “Your” refers to you, the person accessing this website and accepting the Company’s terms and conditions. "The Company", “Ourselves”, “We” and "Us", refers to our Company (Body One). “Party”, “Parties”, or “Us”, refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

**Privacy Statement**
We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data.

**Confidentiality**

Client records are regarded as confidential and therefore will not be divulged to any third party. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client’s with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

**We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.**

**Disclaimer**
**Exclusions and Limitations**

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

* excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company’s literature; and
* excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

**Payment**

Card, all major Credit/Debit Cards, Bankers Draft or BACS Transfer are all acceptable methods of payment. Our Terms are payment in full on order. All goods remain the property of the Company until paid for in full.

**Cancellation Policy**

Minimum 24 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone ‘text message’ and/or fax, or any other means will be accepted subject to confirmation in writing.

**Termination of Agreements and Refunds Policy**

The client will have the right to a full refund of any unused products if returned within 7 days of purchase as long as the product is returned in its original un-tampered wrapping and/or packaging.

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

**Copyright Notice**

Copyright and other relevant intellectual property rights exists on all text relating to the Company’s services and the full content of this website.

**Communication**

The Company’s email address is customerservice@bodyonesalon.com;
The Company’s telephone number is: 020 8568 1888;
The Company’s address is: 177 South Ealing Road, Ealing, W5 4RH.

**Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

**General**

The laws of England and Wales govern these terms and conditions. By accessing this website you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

**Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers’ Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 14 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

**These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.**

# Privacy Policy

**What is this Privacy Policy for?**

This privacy policy is for this website and governs the privacy of its users who choose to use it.
The policy sets out the different areas where user privacy is concerned and outlines the obligations & requirements of the users, the website and website owners. Furthermore the way this website processes, stores and protects user data and information will also be detailed within this policy.

**The Website**

This website and its owners take a proactive approach to user privacy and ensure the necessary steps are taken to protect the privacy of its users throughout their visiting experience. This website complies with all UK national laws and requirements for user privacy.

**Contact & Communication**

Users contacting this website and/or its owners do so at their own discretion and provide any such personal details requested at their own risk. Your personal information is kept private and stored securely until a time it is no longer required or has no use, as detailed in the Data Protection Act 1998. Every effort has been made to ensure a safe and secure form to email submission process but advise users using such form to email processes that they do so at their own risk.

This website and its owners use any information submitted to provide you with further information about the products / services they offer or to assist you in answering any questions or queries you may have submitted. This includes using your details to subscribe you to any email newsletter program the website operates but only if this was made clear to you and your express permission was granted when submitting any form to email process. Or whereby you the consumer have previously purchased from or enquired about purchasing from the company a product or service that the email newsletter relates to. This is by no means an entire list of your user rights in regard to receiving email marketing material. Your details are not passed on to any third parties.

**Email Newsletter**

This website operates an email newsletter program, used to inform subscribers about products and services supplied by this website. Users can subscribe through an online automated process should they wish to do so but do so at their own discretion. Some subscriptions may be manually processed through prior written agreement with the user.

Subscriptions are taken in compliance with UK Spam Laws detailed in the Privacy and Electronic Communications Regulations 2003. All personal details relating to subscriptions are held securely and in accordance with the Data Protection Act 1998. No personal details are passed on to third parties nor shared with companies / people outside of the company that operates this website. Under the Data Protection Act 1998 you may request a copy of personal information held about you by this website's email newsletter program.

Delivery & Returns

**Free delivery offer**

Applies to UK Mainland (excluding Rural Scotland) orders placed online totalling £50 +VAT or more; training courses, college kits & delivery charges do not count towards the free delivery threshold. Orders over this amount that include furniture or equipment will be subject to a surcharge of between £5 & £15 +VAT due to the increased cost to deliver large and/or bulky items.

**Next day delivery service**

Applies to UK Mainland orders placed before 3:00pm (GMT/BST) Monday to Friday, subject to stock availability and any security checks. Excludes Rural Scotland. Orders containing items that are not stocked by us or sent directly from our suppliers such as salon furniture, equipment or college kits will not be eligible for this service. Such items will normally state 'special order' before you add them to the basket.

Orders placed before 3pm on a Friday will be out for delivery on Monday. If Monday is a bank holiday then the order will be out for delivery on Tuesday. We accept no responsibility for late, missed or non-delivered orders as these are carried out by a courier company on our behalf.

Please note: This service does not apply during promotional periods, following a bank holiday weekend or during the Christmas & New Year period. During these times we will endeavour to get your order to you on the next working day but this may not be possible due to the large amount of orders we receive.

**Delivery costs**

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| UK Mainland (excluding Rural Scotland) - Free on orders over £50, details above. | £4.95 +VAT |
| Republic of Ireland | £12.75 +VAT |
| Isle of Wight | £13.65 +VAT |
| Europe Zone 1 (Belgium, France, Germany, Luxembourg & The Netherlands) | £13.65 +VAT |
| Rural Scotland | £14.75 +VAT |
| UK Offshore and Channel Islands | £17.95 +VAT |
| Europe Zone 2 (Austria & Denmark) | £17.95 +VAT |
| Europe Zone 3 (Czech Republic, Italy, Slovakia & Spain) | £22.75 +VAT |
| Europe Zone 4 (Estonia, Finland, Hungary, Poland, Portugal, Slovenia & Sweden) | £26.75 +VAT |
| Europe Zone 5 (Bulgaria, Greece, Latvia, Lithuania & Romania) | £26.75 +VAT |
| Switzerland | £46.45 +VAT |
| Norway | £49.95 +VAT |

Please note that in some circumstances the delivery surcharge may need to be increased for large and/or bulky items. You will be informed of this before your order is dispatched.

**Delivery times**

We aim to dispatch orders within 1 - 2 working days (over 95% of orders are dispatched within this time frame) however stock availability can affect this. Furniture and equipment orders are normally delivered within 2 - 4 weeks however some items may take up to 6 weeks. You’ll be advised of the estimated delivery date shortly after your order is placed. We use a 'carbon neutral next working day' courier delivery service for all orders dispatched by us (some orders are sent direct from manufacturers or suppliers) to UK mainland addresses. Please allow an extra day for deliveries to Rural Scotland addresses.

Please note: Goods cannot be delivered during weekends or public holidays and these do not count as working days.

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| --- | --- |
| UK mainland (excluding Rural Scotland) | 1 Day |
| Isle of Wight | 2 Days |
| Rural Scotland | 2 Days |
| UK Offshore and Channel Islands | 2 Days |
| Republic of Ireland | 2 Days |
| Europe Zone 1 (Belgium, France, Germany, Luxembourg & The Netherlands) | 2 Days |
| Europe Zone 2 (Austria & Denmark) | 3 Days |
| Switzerland | 3 Days |
| Europe Zone 3 (Czech Republic, Italy, Slovakia & Spain) | 3 - 4 Days |
| Europe Zone 4 (Estonia, Finland, Hungary, Poland, Portugal, Slovenia & Sweden) | 4 - 5 Days |
| Norway | 4 - 6 Days |
| Europe Zone 5 (Bulgaria, Greece, Latvia, Lithuania & Romania) | 4 - 8 Days |

Delivery times above are from date of dispatch (transit time only). All delivery dates are quoted in good faith and we cannot accept liability for any expenses or other costs incurred due to failed or late deliveries.

**Delivery address**

You have the option to give a different delivery address to the billing address. This means that you can have the goods sent to your workplace for example or to a friend as a gift. Please try to give an address where there will be someone present to sign for your order between 7:30am and 5:30pm Monday to Friday. You also have the option to give instructions for the goods to be left in a safe place; however goods are left at your own risk.

**Delivery to European destinations**

Prices quoted at checkout are for mainland areas of the delivery country only. In some circumstances the delivery charge quoted may need to be increased to allow for large or heavy items, however you will be informed of this before your order is dispatched.

**Out of stock**

Items displayed as 'Out of Stock' are temporarily out of stock at our distribution centre. These products cannot be bought until they are back in stock, please choose another product but be rest assured we are working hard behind the scenes to get these items back in as soon as possible. Once back in stock these items will be available to order again.

**Special order**

A product displayed as 'Special Order' is currently not stocked by us and will be ordered from the manufacturer/supplier and either sent directly to you or we'll dispatch it once we receive it. Please note these items may delay the delivery of the rest of your order. Delivery times on these items usually range from 2 - 5 working days but can take longer in some circumstances. Please allow 2 – 6 weeks for delivery of salon furniture and equipment items.

**Product restrictions**

Please note we cannot send aerosols, flammable or hazardous items to overseas destinations. These types of products must not be ordered for delivery outside of the UK.

**Customs**

When purchasing goods for delivery outside the United Kingdom you may be subject to import duties and taxes which are levied once the goods reach the specified destination. You are also liable for any additional customs clearance charges, we have no control over these charges and cannot predict what they may be. If you are ordering goods for delivery outside the United Kingdom it is your responsibility to comply with all laws and regulations of the countries the goods will travel through and where delivery is to be made.

Returns Policy

Unwanted goods

Returning goods bought online is not a problem, all we ask is that they are returned within 28 days of delivery, unused and in their original packaging. Please contact us at customerservice@bodyonesalon.comto inform us of your intention to return goods and whether you are looking to exchange or get a refund.

Goods must be returned to the address shown at the bottom of this page (refunds cannot be processed in-store), please ensure a copy of your invoice/receipt accompanies the return. We strongly recommend that you use some form of recorded delivery as we cannot accept any responsibility for lost goods. If you’re unable to send goods back to us you can request that we arrange a collection however the cost of this will be deducted from any refund due. The original delivery charge cannot be refunded.

Due to health and safety regulations we cannot accept returns (subject to our discretion) of the following products if the packaging has been opened:

* Scissors/Razors
* Cosmetics
* Hair brushes/Hair extensions
* Body jewellery/Piercing tools
* Foot Spas

This list is not exhaustive and does not affect your statutory rights.

Faulty or incorrectly delivered goods

We take great care to ensure all goods you receive are correct and undamaged. However, in rare cases where incorrect or damaged goods are received please inform us by email within 48 hours of delivery at customerservice@bodyonesalon.com

We’ll arrange collection of the goods (at our cost) and send out replacements as soon as possible. If it is more convenient for you to send the goods back to us, let us know and send to the address below (refunds cannot be processed in-store) using recorded delivery and we’ll reimburse you the cost of this.

**Returns address**

Please send your returns to:
Returns Department
Body One
177 South Ealing Road
Ealing
London
W5 3PR
UK