

Fantastic Hairdresser Training Ltd (FHT Ltd)

Standard Terms & Conditions

1 Standard Terms

By using the Services of FHT Ltd, you (the Client) agree to be bound by these Terms and Conditions, which shall take effect immediately upon payment. If you do not agree to be bound by all of the following Terms and Conditions please do not access, use and/or contribute to the Service.

- 1.1 These terms are the standard terms of trading of Fantastic Hairdresser Training Ltd (FHT Ltd) and they shall apply to the provision of all services provided by the company, unless otherwise amended in writing.
- 1.2 These terms shall continue to apply to all services provided by FHT Ltd under any subsequent contract until expressly excluded in writing.

2 Charges & Payments

- 2.1 Payment for any course or programme (live or online) or in-house day must be paid in full before commencement of relevant in-house booking, course or programme or where applicable by monthly standing order over the agreed duration as set out by FHT Ltd. Prices are as set out in FHT Ltd's Business literature/brochure and website.
- 2.2 For any overdue payments, interest will be charged as allowed under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 with a minimum rate of 10%.
- 2.3 During any period in which payments are overdue, the obligations of FHT Ltd may be suspended.
- 2.4 Any deposit payments made are non-refundable.

3 Confidentiality

- 3.1 FHT Ltd undertakes not to divulge any confidential information relating to the business or the affairs of the Client, other than to sub-contractors who have signed an appropriate Non Disclosure Agreement, or others where the Client has expressly consented, or implied consent.

4 Liability

- 4.1 FHT Ltd shall not be liable for loss or damage to the Client's property unless due to negligence, or failure to perform agreed obligations, or the general law.
- 4.2 FHT Ltd will have no liability to the Client for any indirect, special, or consequential loss.
- 4.3 The total liabilities that may arise will not exceed the value of any contract between FHT Ltd and the Client.

5 Services online

- 5.1 In the event that access to the Service may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services, FHT Ltd will attempt to restore the Service as soon as is reasonably possible.
- 5.2 Because of the nature of the internet, errors and omissions do occur. FHT Ltd does not give any warranties in that respect.

6 Live courses/Programmes/100 Club

- 6.1 Payment terms are in advance and are made at the time of booking to secure places/dates requested.
- 6.2 If a cancellation of a course is made by the Client, we need to be notified at least 10 working days before the event in writing (email). If notification is given after that time, the booking will be lost - (exceptional circumstances will be accepted at our discretion)
- 6.3 Failure to attend the event after confirmation of your booking has been received will be subject to the same terms.
- 6.4 The transfer of a booking to another event cannot be made after the 10 working day cut off but a substitute delegate will be accepted at any time before the event. (exceptional circumstances will be accepted at our discretion)
- 6.5 In the unlikely event, FHT Ltd reserve the right to postpone/cancel a seminar/event giving us as much notice as possible with the promise of providing an alternative date subject to availability or full refund.
- 6.6 The 100 Club does not include places on Salon Business Masters, The Salon Focus Programme or any courses or event run by Fantastic Hairdresser Products Ltd. All course bookings are taken on a first come basis. Due to a smaller capacity on some courses, we may need to put a limit on a certain number. We will always aim to accommodate whenever possible.
- 6.7 The 100 Club runs for 12 months from date of purchase.

- 6.8 The 100 Club monthly instalment payments are paid by direct debit through 'GoCardless'.
- 6.9 The Client can arrange with FHT Ltd to upgrade their 100 Club package at anytime.
- 6.10 To reduce the level of your 100 Club package, one month's notice is required.

7 Termination

The following obligations are conditions of this agreement and any breach of them shall entitle the party not in breach to terminate the agreement by immediate written notice.

- 7.1 Failure to meet the Payment Terms.
- 7.2 Failure to remedy a breach of any obligation notified in writing within reasonable time.

8 Recruitment of FHT Ltd Staff

- 8.1 The Client undertakes not to recruit, or help others to recruit, employees of FHT Ltd.
- 8.2 If the client is in breach of 7.1 above they will be liable to pay liquidated damages, set at 33% of the annualised salary of the person concerned.

9 FHT Ltd's Outputs, Material and Information

- 9.1 FHT Ltd will own all intellectual property in any documents provided to the Client for any purpose.
- 9.2 The Client undertakes to keep all such documents confidential to itself and its employees unless specifically authorised by FHT Ltd to distribute them further.
- 9.3 The Client is licensed to use the material solely for the purpose covered by the contract with FHT Ltd.
- 9.4 All such material is returnable on demand if the Client withdraws from the programme, or fails to pay the programme fees.

10 Intellectual property

- 10.1 The Client must not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use FHT Ltd's content in any way except for their own personal, non-commercial use.
- 10.2 The names, images and logos identifying FHT Ltd are subject to copyright, design rights and trademarks of FHT Ltd. Nothing contained in these Terms and Conditions shall be construed as conferring any license or right to use any trade mark, design right or copyright of FHT Ltd.

11 Force Majeure

- 11.1 Both parties will be freed from their respective obligations in the event of an occurrence that a court might consider to be beyond the reasonable control of the parties.

12 Jurisdiction

- 12.1 This agreement will be governed by English law.

13 Waiver

- 13.1 Failure to enforce this agreement shall not be a waiver of any rights.

14 Assignment or Subcontracting

- 14.1 FHT Ltd shall be entitled to subcontract any of its rights or duties under this agreement.

15 Miscellaneous

- 15.1 Both parties warrant their power to enter into the agreement.
- 15.2 Both parties recognise this as a whole agreement and they are not relying on any independent representations.

16 Guarantee

- 16.1 If after attending the full 12 months of the Salon Business Masters or Salon Focus Programme, you are unhappy with the results and after consultation with FHT Ltd, we will refund the course fee. A 100% money back guarantee applies to all of our work if there is justifiable reason following consultation with FHT Ltd.