

# Your Colour & Style (YC&S) Terms of Business

Effective 1<sup>st</sup> January 2021 to 31<sup>st</sup> December 2021

## 1. GENERAL

- 1.1 Your Colour and Style (YC&S) provides advice and shopping support about colours and styles of clothing, accessories (including spectacles) and dyes for hair and clothing/shoes, to suit individuals.
- 1.2 Engaging Your Colour & Style (YC&S) services, or placing of an order with YC&S, is deemed acceptance of these Terms of Business.
- 1.3 The YC&S consultant who will deliver the services will be Fiona Mobbs. If this changes you will be notified as soon as possible.
- 1.4 YC&S is open Monday to Friday between 0900 to 1700 GMT each day. These times apply for appointments and contact by telephone. Evenings, weekends and Bank Holidays are available by agreement.

## 2. PAYMENT TERMS

- 2.1 Payment for services is accepted by bank transfer (preferred), cheque, cash or debit and credit card (in person). Payment details will be included on the confirmation of booking form or invoice.
- 2.2 Payment must be made in advance of service provision. Cheques must have sufficient time to clear before the service commences. When payment is received the booking/date(s) is/are confirmed.
- 2.3 Where an invoice has been issued, interest may be charged at 2% per month on payments not made by the stipulated date.

## 3. YC&S SERVICES AND PRICES

The following prices are valid for YC&S services until midnight on 31<sup>st</sup> December 2021. They include travel within a 50 mile radius of SO51 in the UK, and any make-up applied. The service applies to UK households only.

<b>COLOUR ANALYSIS:</b>	(maximum six hours at client's home inc lunch & wallet)	£325.00
<b>ONLINE COLOUR ANALYSIS:</b>	(2 hours internet & 1 hour in person if possible inc wallet)	£150.00
<b>STYLE ANALYSIS:</b>	(maximum eight hours at client's home including lunch)	£425.00
<b>ONLINE STYLE ANALYSIS:</b>	(3.5 hours internet)	£185.00
<b>SHOPPING SUPPORT:</b>	* One email suggesting (usually 6) items	£99.00
	* Bringing suitable clothes/items to YOUR home, with up to an hour's "trying on" and advice, plus returning unwanted items (one off fee)	£199.00
	Finding suitable items from 2 <sup>nd</sup> hand sources and bringing to MY home, (or yours plus mileage) with up to an hour's "trying on" and advice, plus returning unwanted items (one off fee)	£99.00
	* shopping together in shops, PER HOUR	£85.00

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## MAKE-UP APPLICATION:

*	without lashes (maximum 1.5 hours)	£55.00
*	with strip or individual eyelashes (max 1.5 hours)	£65.00
*	Bridal pre-wedding trial and on the day make-up (1.5 hours then up to 1.5 hours)	£130.00***
*	Make-up lesson (maximum 1.5 hours)	£85.00

**OTHER SERVICES:** (eg wardrobe analysis, talks) PER HOUR £85.00

Cost for mileage 51-75 miles from SO51 £20.00

Cost for mileage 76-99 miles from SO51 £35.00

**\*\*\* If cancellation is requested after a bridal trial make-up has taken place no refund is given.**

## 4. CANCELLATION POLICY

From entering into the contract you have a period of 14 days in which you are entitled to cancel the contract and receive a full refund. You should contact Fiona at the earliest opportunity to cancel, and if this is done by telephone you must confirm the cancellation in writing which must be sent by post to the address as detailed on the booking confirmation form.

However, if you wish the services to be provided within the above mentioned 14 day cooling off period then that request will be detailed on the booking form, and you will need to sign your agreement to this. You still have the right to cancel the contract but you will be responsible for the costs incurred up until that cancellation in providing any service, plus there may be an administrative charge.

If, after the 14 day cooling off period, the confirmed service is no longer required (ie after payment has secured the booking), you will receive a full refund less a 10% administrative fee if more than 48 hours' notice is given. If less than 48 hours' notice, a 20% administrative fee will be charged.

If you re-book another date, no refund will be paid and no administrative fee charged. However, you may only re-arrange your appointment once on this basis. A further (second +) re-arrangement request will require a further 25% payment, in respect of administrative costs, to continue and no refund will be given for previous altered bookings.

Any refund under the money back guarantee warranty will be limited to the normal price for that service (ie not any additional amounts for re-arrangement of appointment/s).

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## 5. MONEY BACK GUARANTEE

If you are unhappy with any of YC&S's services, you should initially contact Fiona to discuss the issue(s). Fiona will endeavour to respond to you within 3 working days of receipt of your concerns. If the problem(s) cannot be resolved by any other means, Fiona will happily refund your payment for the service(s) received. This may involve a part-payment if agreeable, or a full refund, depending on the discussion. Reimbursement will take place by the same manner as payment was received, where possible. If a colour wallet or style booklet has been issued as part of a consultation, this will need to be returned to Fiona, or £25 per item will be deducted from the amount of refund given. This guarantee only applies for a period up to two calendar months after the service was provided. After this period it will be deemed that the client has been satisfied with the service provided.

**NOTE: The money back guarantee does not apply to bridal make-up if the trial has taken place.**

## 6. OFFERS

From time to time special offers may vary these Terms of Business regarding prices quoted. All other conditions remain.

## 7. SALES OF ITEMS

Where YC&S Consultant sells on clothing (such as for the "At Home Shopping Service"), delivery of items and any guarantees granted from the brands or sources involved should not be affected by purchasing through Fiona Mobbs. YC&S and Fiona Mobbs will not be held liable for any losses incurred due to the actions of those brands, sources or any other third party providing services or items to the client.

Other items, including second hand items, are sold as seen at the agreed price.

## 8. ACCOUNTS

Clients can create an account with pre-payments, usually with a regular monthly amount, to bank credit for time/services with YC&S. YC&S will keep track of this and regularly update the client with their account information (quarterly, unless requested more frequently).

YC&S may add credits to client accounts for time/services as a "thank you" for a referral, for example. YC&S will notify the client when this happens, usually on the next statement.

Any credit from YC&S cannot be translated into a monetary value and given to a client, or used to pay for items, clothes or make-up, or any affiliated services, such as bra fittings by other professionals. However, any credit that was paid by the client in advance of YC&S services, may be returned on the basis of the "money back guarantee" if the client was not satisfied with the service, if notified to Fiona within two calendar months of the date the service was provided, or due to be provided if cancelled.

YC&S credits can be used as gift vouchers, against Fiona Mobbs' (YC&S) services only.

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Effective 1<sup>st</sup> January 2021 to 31<sup>st</sup> December 2021

## 9. WHAT YOU CAN EXPECT FROM YC&S

- \* Confirmation of appointment in writing, the intention of the consultation, stating date, time, place, price and payment terms.
- \* An individual consultation in your home, other appropriate place, on-line, or at Fiona's studio, whichever is preferred and agreed.
- \* Information that is personal and appropriate to you.
- \* Choice and flexibility.
- \* Making the information relevant to your current and future situation.
- \* Support that helps you for the long-term, if that is what you want.
- \* Discretion.
- \* Confidentiality, unless you agree in writing that YC&S can use information and/or images of you for promotional purposes. This will be discussed with you as appropriate.
- \* Responses within three working days to requests or queries.

## 10. WHAT YC&S NEEDS FROM YOU

- To keep appointments agreed.
- Enthusiasm to try something new.
- To fully engage in the process, providing feedback at all times so that you will get the most out of this experience.
- To keep in touch with YC&S Consultant, at least once per year, and inform Fiona Mobbs if you move house, change your telephone number or email address.
- Pay according to agreed terms.
- Give honest feedback about your experience, so that if problems arise these can be addressed.
- Testimonials and referrals if you have been delighted with the service (unless confidentiality is required).

## 11. DATA PROTECTION AND CONFIDENTIALITY

By providing instructions to YC&S you accept that YC&S will hold certain information about you as covered by the Data Protection Act 2018. We confirm that your information will not be used for any purpose other than to assist in providing the agreed services to you. Your information will not be passed to any external company or agency, unless required to do so by law, and will not be used for any marketing purposes with the exception of informing you of any promotions or items of interest being provided by YC&S. All personal information provided by you during the course of the relationship will be treated in the strictest of confidence, unless you indicate willingness in writing (see updated Privacy Notice, dated 1<sup>st</sup> July 2020).

## 12. LEGAL NOTICES

- 12.1 Third Party Rights. Nothing in this agreement confers any third party rights which they would not have had but for the Contract (Rights of Third Parties) Act 1999.

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- 12.2 YC&S reserves the right to alter these Terms of Business at any time and will notify you of any such changes. Following notification, continued use of YC&S services confirms acceptance of those changes.
- 12.3 These Terms of Business are governed by the Laws of England and Wales and any disputes will be dealt with in the jurisdiction of the Courts of England and Wales.

YC&S January 2021