Terms and Conditions

Our Services

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- Perfect Pamper of 6 Clifton Close, Norwich NR2 4JN ('We/Us / Our') provides mobile beauty therapy treatment services (Treatments') and organises the delivery of bespoke Treatment pamper parties to our clients ('You / Host') and your party guests (Guests), by bringing together individual service providers such as freelance beauty therapists and caterers ('Service Providers') at a venue decided by 11 You ('Venue') (the 'Services')
- A full list of Treatments available from Perfect Pamper can be found at <u>www.perfectpamper.com</u> (the 'Website').
- Service Providers are not Our employees or partners, they are self-employed or engaged under a contract for services. All Service Providers are fully insured and possess all necessary qualifications and 1.3. standards in order to carry out their services
- 14 Service Providers are required to act professionally at all times and carry out their services with reasonable care and skill, and in line with good industry practice.

2 Booking with Us

- Please ensure that you read these Terms and Conditions carefully, and check that the details on the Booking Form and in these Terms and Conditions are complete and accurate, before you sign and 2.1. These Terms and Conditions will become binding on You and Us when We contact you to tell you that We are able to provide you with the Services at which point a contract will come into existence 22
- 2.3
- between You and Us

Bookings

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- A provisional booking will be made and held for 7 days, or 24-hours for Booking Enquiries within 28 days of the required date. The booking will be confirmed on receipt of a completed and accepted Booking Form and the required deposit ('Confirmed Booking'). Any changes thereafter will incur a £20 administration charge. A non-refundable deposit of 20% of the booking fee total ('Service Fee') is payable by the Host in order to confirm the booking of Service, however 'Stay and Pamper' Service deposits necessarily vary and so We will advise you of the required deposit following receipt of your Booking Enquiry. Parties are priced and staffed based on the total number of Guests and Treatments stated and agreed via the Confirmed Booking. No refund or deduction of monies will be made for any cancellation of 3.3
- 3.4. Treatments or Guests, thereafter.
- All Treatments, goody and party bags must be ordered in advance via the Booking Form. 3.5.
- 36 An additional charge may be applicable to cover Service Providers' travel costs, depending on the required location of Services. Travel costs are charged from 0.45p per mile to and from the location (please check travel charges on our website for per mile cost). The first 10 miles are free. We will agree this with You and confirm this in the Confirmed Booking.
- 37 If free parking is unavailable at the Venue, any Service Provider's car parking charges must be settled on the day of the party
- Payment
 - 4.1
 - 4.2
 - We are able to accept a direct bank transfer or a cheque for payment of the balance of the Service Fee. Payment of the balance of the Service Fee as set out in the Confirmed Booking must be made in cleared funds 14 days prior to the date of the Services. For 'Stay and Pamper' bookings the balance payment date will vary depending on the Venue booked. We will advise you of this date before confirming your booking. Please note that cash settlement on the day of the Services may only be made with prior arrangement. 4.3. 44

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- Providing services

 5.1.
 We will supply the Services to you on the date and at the times set out in the Confirmed Booking.
- We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control or due to Your non-compliance with Your Host Obligations. 5.2
- We will need certain information from you that is necessary for Us to provide the Services, for example, the Host's contact details and Medical Information and Consent Form. We will send or make available to you a Medical Information and Consent Form for each Host and Guest to complete and send to Us before the date of the Services. Medical Information and Consent 53 5.4 Forms are also available to download from the Website at any time. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We will not be liable for any delay or non-performance of Services.
- The Service Provider is entitled to breaks during the course of the Services and these will be agreed in advance with You. If you do not pay Us for the Services when you are supposed to as set out in clause 4. We will not be able to provide you with the Services and we will be entitled to retain the non-refundable deposit. 55 5.6

Hosts Obligations

- You must ensure that Guests arrive in time for the Services start time. The Service Providers will make every effort to accommodate any changes due to lateness but in such an event We can will not be 6.1. liable for loss of any time for the Treatments
- 6.2. You must ensure that We are provided with Medical Information and Consent Forms for You and each Guest.
- You will be required to provide adequate space at the Venue in order for Us to be able to perform Our Services and may be required to provide tables and chairs (i.e. for massage, facials, eyelash extensions, brow treatments) and space for one or more massage tables. We will discuss these requirements with you following your booking enquiry. 6.3.
- 6.4. It is advised that in order to gain maximum time, relaxation and effective results from Treatments, smaller children and pets are not present at the location. In any event, all guests under 16 must be supervised by a parent. We cannot be held responsible for the supervision of children.
- Non disposable items remain the property of the Service Provider. 6.5.
- 6.6. Due care and consideration must be taken with the Service Provider's equipment and You accept that you are responsible and must pay for any damage caused by You or a Guest (or a child or pet in attendance).
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- You must make all reasonable efforts to ensure that Guests limit the intake of alcoholic beverages prior to, or whilst receiving Services. Service Providers may refuse Treatments to any Host or Guest who is reasonably believed to be under the influence of drugs or excessive alcohol. 6.8. 6.9 A smoke free environment is required to provide the maximum Treatment benefits and We request that Guests refrain from smoking in close proximity to the location of the Services

7. Medical Issues

- Any conditions must be stated on the Medical Conditions and Consent Form at the time of booking and also prior to Treatment by the Service Provider, including (but not limited to): 71 injuries, migraines, allergies, high or low blood pressure, pregnancy, cancer, osteoporosis, diabetes, fungal infections, skin ailments, high or low temperature, heart conditions, dysfunction of th nervous system, or any surgical procedures within a 12 month period.
- If any conditions set out in clause 7.1 apply to a Host or Guest then We or a Service Provider may refuse to provide a particular Treatment 7.2. 7.3.
- In some cases a medical practitioner's consent must be produced in writing before a Treatment can be offered. We will request this once we are notified of the condition at the time of the Booking Enquiry
- 74 Rearding pregnancy: We do not provide a prenatal massage specialist Service Provider unless specifically requested. We will not therefore administer any full body massage or back massage to a
- pregnant for Story of the story of the model 7.5 information to the relevant Service Provider. You and your Guests should also advise the Service Provider at the time of the Services of any changes since the time of booking

Events Outside Our Control 8

We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms and Conditions that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond Our reasonable control including without limitation unavailability of the required Service Providers on the date of the Service due to 8.2. sickness or travel issues or an event under clause 6.8.

Cancellation

- If you have a Confirmed Booking and cancel within 14 days of the Service date there will be a 50% cancellation fee deducted from the Service Fee before any refund of payments paid, in order to cover 9.1. Services and costs incurred by us since the Confirmed Booking. If we cancel a Confirmed Booking a full refund of the Service Fee will be made (including the deposit).
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10. Our Liability to You

- We cannot be held responsible for any adverse reaction caused by delivery of Our Services due to non-disclosure of a medical condition at the time of booking, on the day of the Services and /or not 10.1. clearly stated on the Medical Information and Consent Form. We shall not be liable to You or a Guest for any loss, injury, damage, expense or delay suffered due to the consequences of any act or omission (whether willful, negligent, reckless, dishonest or
- 10.2. otherwise) caused by a Service Provider which takes place during the Services. You and your Guests accept that Perfect Pamper's fees are set on the basis that it has no such liability. We do not exclude or limit in any way Our liability for death or personal injury caused by Our negligence or fraud or fraudulent misrepresentation.
- 10.3.
- If there is a problem with the Services 11.
- 11.1. In the unlikely event that there is any issue or defect with the Services please contact Us and tell Us as soon as reasonably possible so that We are given a reasonable opportunity to deal with the issue. We will use every effort to deal with the issue as soon as reasonably practicable.
- 11.2. If you have an issue or complaint regarding a Service Provider who you receive services from, then you should address your complaint direct to that Service Provider at the time of the Services, if possible. Service Providers' contact details will be made available to you in the event of a complaint following the Services. Unfortunately We cannot accept liability for any defects in the Services provided by the Service Providers.

12. Data Protection

12.1. We will use the personal information you provide to Us to provide the Services; process your payment for such Services; and inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

13. Other Important Terms

- Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect 13.1 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will 13.2 automatically waive any later default by you. These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.
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