

NIAMO ALLURE LIMITED

Terms and Conditions

Website version and Word version prepared for publication

These Terms and Conditions govern your use of our website, our social media pages, any booking you make with us, and any services or products supplied by us.

1. Introduction

1.1 These Terms and Conditions apply to:

- (a) your use of our website at <https://www.niamo.uk/> (the Website);
- (b) your use of our social media pages, including Facebook, Instagram, TikTok and any other social media pages operated by us from time to time (the Social Media);
- (c) any appointment, enquiry or booking made through the Website, by telephone or in person at one of our salons (a Booking); and
- (d) any beauty, nail or related services provided by us (the Services).

1.2 In these Terms, “we”, “us” and “our” mean Niamo Allure Limited, whose registered office is at 36 Spring Street, Tyburn, London W2 1JA and whose company number is 16246471.

1.3 “You” and “your” mean the person using the Website or Social Media, making a Booking, purchasing a gift card or product, or receiving our Services.

1.4 By using our Website or Social Media, or by making a Booking, you confirm that you accept these Terms and Conditions.

1.5 If you do not agree to these Terms and Conditions, you must not use our Website or Social Media or make a Booking.

1.6 You must be at least 16 years old to make a Booking.

1.7 Our Website uses cookies. By using the Website, you consent to our use of cookies in accordance with our Privacy and Cookies Policy.

1.8 If you make a Booking on behalf of another person, or transfer a Booking to another person, you confirm that you have that person’s express authority to do so and that they have agreed to these Terms and Conditions. You remain responsible for any dispute, loss or claim arising from that Booking.

1.9 These Terms and Conditions apply to any amendment to a Booking, including adding, removing or changing Services, or changing the person receiving them.

2. Copyright and Intellectual Property

2.1 The Website and Social Media contain materials owned by or licensed to us, including text, graphics, logos, layout, design, photographs and other content (the Content).

2.2 All intellectual property rights in the Content remain vested in us or our licensors.

2.3 You may use the Content only as expressly permitted by these Terms and Conditions.

2.4 You must not remove, alter or obscure any copyright, trade mark or proprietary notices appearing in the Content.

3. Licence to Use the Website

3.1 You may:

- (a) view pages from the Website in a web browser;

- (b) download pages for caching in a web browser; and
- (c) print pages from the Website for your own personal use.

3.2 Except as permitted under clause 3.1, you must not download, save, reproduce or store material from the Website.

3.3 You may use the Website only for your own personal, non commercial use.

3.4 You must not edit, alter or modify any material on the Website.

3.5 Unless you own or control the relevant rights, you must not:

- (a) republish material from the Website;
- (b) sell, rent or sub license material from the Website;
- (c) show Website material in public;
- (d) exploit Website material for a commercial purpose; or
- (e) redistribute Website material.

3.6 We may restrict access to any part of the Website, or the whole Website, at any time and in our discretion.

4. Acceptable Use

4.1 You must not:

- (a) use the Website in any way that causes, or may cause, damage to the Website or impairment of its availability, accessibility or performance;
- (b) use the Website for any unlawful, illegal, fraudulent or harmful purpose;
- (c) use the Website to transmit or distribute any malicious software or code; or
- (d) carry out any automated data collection, scraping, harvesting, mining or extraction in relation to the Website without our prior written consent.

4.2 All information you provide to us, whether through the Website or otherwise in connection with a Booking, must be true, accurate, current and not misleading.

5. Use on Behalf of an Organisation

5.1 If you use the Website, Social Media or make a Booking on behalf of a company or organisation, you confirm that you have authority to bind that entity to these Terms and Conditions.

6. Registration and Accounts

6.1 To register for an account or make a Booking through the Website, you must be at least 16 years old.

6.2 You may register by completing the account registration process on the Website.

6.3 You must keep your account credentials confidential.

6.4 You must not impersonate any other person or use an account in a misleading or unauthorised manner.

6.5 You must notify us immediately if you become aware of any unauthorised access to your account or disclosure of your password.

6.6 You are responsible for activity on your account where you have failed to keep your login details secure.

6.7 If you create an account or make a Booking, you may receive marketing communications from us by email or SMS. You may opt out at any time using the unsubscribe method in those communications.

7. Bookings and Gift Cards

7.1 To make a Booking or purchase a gift card, please follow the steps set out on the Website or contact us directly.

7.2 Prices for our Services will be shown on the Website and may change from time to time. Any change in price will not affect a Booking already made before the new prices take effect.

7.3 When you make a Booking, your card may be pre authorised for the value of the Booking. Your card will usually only be charged once the treatment has been completed, unless a cancellation fee, no show fee or other charge becomes payable under these Terms.

7.4 We recommend that you arrive at least 15 minutes before your appointment time. Late arrival may result in reduced treatment time or loss of the appointment.

7.5 We will use reasonable endeavours to provide all Services on time. However, there may occasionally be delays, postponements or cancellations, and we will try to notify you in advance where possible.

7.6 We collect personal information during the booking and payment process. We will use your information in accordance with our Privacy Policy.

7.7 Gift cards may be purchased through the Website and may be used by you or another person who meets the eligibility requirements in these Terms.

7.8 Gift cards carry no fees unless stated otherwise.

7.9 Gift cards may be redeemed against Services and retail products, unless expressly excluded.

7.10 Gift cards are valid for 12 months from the date of purchase unless stated otherwise at the time of purchase.

8. Flawless Finish Guarantee

8.1 We may, from time to time, offer a quality guarantee in respect of certain Services.

8.2 If you experience a genuine quality issue with an eligible treatment, you must notify us within 7 days of the appointment by contacting info@niamo.uk.

8.3 You must provide your name, a description of the issue and clear photographs where requested.

8.4 If the issue falls within the guarantee, we will arrange a remedial appointment at the earliest available opportunity.

8.5 The guarantee:

- (a) applies only to genuine quality issues;
- (b) does not apply to changes of mind or colour preference;
- (c) entitles you only to corrective treatment, not a refund; and
- (d) is subject to fair use and our reasonable discretion.

9. Retail Products and Returns

9.1 The Website may offer Niamo branded or third party retail products (the Products).

9.2 Unused Products in their original condition may be returned within 30 days of purchase for a full refund to the original payment method, less any applicable delivery charges.

9.3 Products are sold for personal use only and may not be resold or redistributed without our prior written consent.

9.4 Prices, availability and product descriptions may change without notice.

10. Payment Failures and Chargebacks

10.1 If any payment is rejected, reversed, returned unpaid or charged back, you will be responsible for:

- (a) any bank or card processing charges incurred by us; and
- (b) an administration charge of up to £25 per occurrence.

10.2 We may suspend future Bookings until all outstanding sums have been paid in full.

11. Cancellation of Bookings

11.1 If you cannot attend your appointment, you should cancel it as soon as possible through the Website or by contacting us.

11.2 The following cancellation policy applies:

- (a) if you cancel more than 12 hours before the appointment time, there will be no charge;
- (b) if you cancel less than 12 hours before the appointment time, you will be charged 100% of the cost of the booked Services.

11.3 If you do not attend your appointment, the full booking fee may be charged.

11.4 Stored payment methods may be used to collect cancellation fees or no show charges in accordance with these Terms.

11.5 We may cancel a Booking at any time where necessary, including where:

- (a) payment is not authorised;
- (b) there is a pricing or description error;
- (c) the relevant Service is no longer available; or
- (d) we reasonably consider the Booking should not proceed.

11.6 If we cancel a Booking for reasons other than your late arrival, non attendance or breach of these Terms, your card will not be charged.

12. Salon Rules

12.1 Children may receive treatments only in accordance with our children's policy and any required consent procedures.

12.2 Children not receiving treatment may accompany an adult only if properly supervised at all times.

12.3 No smoking is permitted inside the salon.

12.4 When outside the salon, clients must be mindful of our neighbours and keep noise to a minimum.

12.5 Clients must not attend while intoxicated. We reserve the right to refuse service and require any intoxicated person to leave.

12.6 Alcohol may be supplied only in accordance with our licence and applicable law. Guests must not bring their own alcohol into the salon unless we expressly permit it.

12.7 Where a client is asked to leave because of a breach of these Terms, safety concerns or inappropriate behaviour, any booked or ongoing Services may be cancelled and no refund will be given.

12.8 Promotions and discounts are valid only for the period specified in the relevant offer, or for up to 6 months if no shorter period is stated. We may withdraw or amend promotions at any time.

13. Account Suspension and Cancellation

13.1 We may suspend, cancel or refuse any account, registration or Booking at any time, acting reasonably and in our discretion.

13.2 You may request closure of your account at any time by contacting us at info@niamo.uk.

14. Health and Medical Information

14.1 By making a Booking, purchasing a gift card or attending an appointment, you confirm that all relevant medical, health and allergy information has been disclosed to us before treatment.

14.2 Relevant information includes, without limitation:

- (a) allergies or sensitivities;
- (b) pregnancy or attempts to conceive;
- (c) recent surgery or major medical treatment;
- (d) skin, nail or fungal conditions;
- (e) infections, wounds, swelling, bruising or rashes; and
- (f) any medical issue that may affect the suitability or safety of treatment.

14.3 If relevant information is not disclosed in advance, we may be unable to provide the Service.

14.4 If treatment is refused because of non disclosure, we reserve the right to charge in full for the Booking.

14.5 We do not provide medical advice, and it is your responsibility to ensure that a treatment is suitable for you.

15. Content Submitted by You

15.1 If you submit reviews, images, testimonials or other content to us, you grant us a worldwide, irrevocable, non exclusive, royalty free licence to use, reproduce, adapt, publish and distribute that content in any media.

15.2 You confirm that any content you submit:

- (a) is lawful;
- (b) does not infringe any third party rights;
- (c) is not misleading, defamatory, offensive or harmful; and
- (d) complies with these Terms and Conditions.

15.3 We may remove, edit or refuse to publish any content that breaches these Terms or which we reasonably consider inappropriate.

16. Warranties

16.1 We do not warrant that:

- (a) the Website or Social Media will always be available, error free or uninterrupted;
- (b) all information on the Website or Social Media is complete or fully up to date; or
- (c) any particular treatment or product is suitable for you.

16.2 We may alter, suspend or discontinue any part of the Website, Social Media or our Services at any time.

17. Limitation of Liability

17.1 Nothing in these Terms excludes or limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot lawfully be excluded or limited.

17.2 Subject to clause 17.1, and to the fullest extent permitted by law:

- (a) we shall not be liable for any indirect, special or consequential loss;
- (b) we shall not be liable for business losses, including loss of profits, revenue, goodwill or opportunity;
- (c) where the Website is used free of charge, we shall not be liable for loss arising from its use; and

(d) where you have paid for Services, Products or gift cards, our total liability shall not exceed the amount paid by you for the relevant Service, Product or gift card.

17.3 We shall not be liable for any loss arising from events beyond our reasonable control.

18. Indemnity

18.1 You agree to indemnify us and keep us indemnified against all losses, liabilities, costs and expenses arising directly or indirectly from your breach of these Terms and Conditions.

19. Force Majeure

19.1 We shall not be liable for delay or failure to perform our obligations where such delay or failure results from circumstances beyond our reasonable control, including natural events, utility failures, labour disputes, pandemic, civil unrest or government action.

20. Third Party Links

20.1 Our Website or Social Media may contain links to third party websites or platforms. We do not control them and accept no responsibility for their content or for any loss arising from their use.

21. Entire Agreement

21.1 These Terms and Conditions, together with our Privacy and Cookies Policy, constitute the entire agreement between you and us in relation to your use of the Website, Social Media, Bookings and Services.

22. Variations

22.1 We may amend these Terms and Conditions from time to time.

22.2 Any revised Terms and Conditions will take effect from the date they are published on the Website.

22.3 If you do not accept the revised Terms and Conditions, you must stop using the Website and Social Media and refrain from making further Bookings.

23. Assignment

23.1 We may assign, transfer, subcontract or otherwise deal with our rights and obligations under these Terms and Conditions.

23.2 You may not assign, transfer, subcontract or otherwise deal with your rights or obligations under these Terms and Conditions without our prior written consent.

24. Severability

24.1 If any provision of these Terms and Conditions is found by a court or competent authority to be unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

24.2 If part of any provision would be lawful or enforceable if deleted, that part shall be deemed deleted and the remainder shall continue in effect.

25. Third Party Rights

25.1 These Terms and Conditions are for the benefit of you and us only. No third party shall have any right to enforce them.

26. Governing Law and Jurisdiction

26.1 These Terms and Conditions are governed by and shall be construed in accordance with English law.

26.2 Any dispute arising out of or in connection with these Terms and Conditions, the Website, any Booking, Product or Service shall be subject to the exclusive jurisdiction of the courts of England and Wales.

27. Loyalty Scheme

27.1 If we operate a loyalty or rewards scheme, participation will be subject to the specific terms of that scheme in force from time to time.

27.2 We may amend, suspend or withdraw the scheme at any time.

27.3 Loyalty points:

- (a) have no cash value;
- (b) cannot be transferred; and
- (c) may only be redeemed in accordance with the applicable scheme rules.

28. Group Bookings for 6 Guests or Fewer

28.1 These Terms apply to group bookings of up to 6 guests.

28.2 Card details are required to secure the booking, but payment will ordinarily be taken on the day unless otherwise stated.

28.3 Amendments are subject to availability and may result in additional charges.

28.4 If you cancel:

- (a) more than 12 hours before the booking time, no charge will apply;
- (b) less than 12 hours before the booking time, a charge of 100% of the booking value will apply.

28.5 Group bookings are not eligible for promotions or discounts unless expressly stated otherwise.

28.6 External food is not permitted unless expressly agreed in advance.

28.7 We are not responsible for personal belongings lost or damaged during the booking.

29. Group Bookings for 7 or More Guests

29.1 These Terms apply to group bookings of 7 or more guests.

29.2 Full payment may be required at the time of booking.

29.3 Amendments are subject to availability and may result in additional charges.

29.4 If you wish to postpone or cancel:

- (a) we may allow postponement with at least one week's notice;
- (b) postponement with less than one week's notice may incur a 50% charge;
- (c) cancellation with at least ten days' notice may be accepted without further charge, subject to any stated booking terms;
- (d) cancellation with less than ten days' notice may incur a charge of 100% of the booking value.

29.5 Group bookings are not eligible for promotions or discounts unless expressly stated otherwise.

29.6 External food is not permitted unless expressly agreed in advance.