

Annandale Hair Design

Website Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to www.annandalehairdesign.com (the '**Website**'). The Website provides an opportunity to browse the site and Annandale Hair Design products and services (the '**Services**').
- 1.2. The Website is operated by Amanda Jayne Anderson t/a Annandale Hair Design (abn: 80 514 473 795). Access to and use of the Website, or any of its associated Services, is provided by Annandale Hair Design. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- 1.3. Annandale Hair Design reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Annandale Hair Design updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Annandale Hair Design in the user interface.

3. Personal Information

- 3.1. When making a booking through the Website, you will be required to provide personal information such as your name, address, phone number and e-mail address.
- 3.2. You agree that all details that you have provided in completing the booking are true and correct.
- 3.3. Your personal information is kept in accordance with the Annandale Hair Design Privacy Policy which can be accessed [at \[Privacy policy\]](#).

4. Payment and Pricing

- 4.1. Pricing displayed on the Website is an estimate only. The final Services Fee (the '**Services Fee**') is dependent on the final service provided to you on the day of booking. Additional treatments, thick or difficult hair and other factors may contribute to a variation in Services Fee. Annandale Hair Design agrees to seek your consent prior to commencing a service that results in an increase of the estimated Services Fee.
- 4.2. A Booking Deposit ('the '**Deposit**') of 50% may be required to secure bookings over 30 minutes.
- 4.3. Where the option is given to you, you may make payment of the Services Fee or the Deposit by way of:
 - (a) PayPal ('**PayPal**'); or
 - (b) Credit Card ('**Credit Card**').
- 4.4. When making a payment via the Website, you warrant that you have read, understood and agree to be bound by any payment terms and conditions which are available at that time.
- 4.5. You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- 4.6. You agree and acknowledge that Annandale Hair Design can vary the Services Fee at any time

5. Cancellations

- 5.1. Annandale Hair Design understands situations can arise in which you must cancel or change your appointment. Due to limited appointment availability you must notify Annandale Hair Design of an intention to change or cancel a scheduled appointment as soon as practicable in in which case the following cancellation policy will apply (the '**Cancellation Policy**').
- 5.2. You may cancel or re-schedule an appointment by email to hello@annandalehairdesign.com or calling (07) 4775 2825.

- 5.3. Annandale Hair Design will re-schedule or cancel an appointment at no extra charge if 24 hours' notice is given.
- 5.4. If Services are cancelled or re-scheduled within 24 hours of the scheduled appointment, Annandale Hair Design reserves the right to retain the Deposit or charge a cancellation fee of 50% of the estimated Services Fee for bookings of less than 30 minutes (the '**Cancellation Fee**').

6. Late Arrivals

- 6.1. Please ensure you arrive 10 minutes prior to your appointment.
- 6.2. If you arrive more than 10 minutes after the scheduled time of your appointment, Annandale Hair Design reserves the right to refuse to carry out the scheduled service, and charge you the Cancellation Fee. Please note that should Annandale Hair Design proceed with the Services, the time allocated for the Services will be reduced which may impact on your experience.

7. Refunds

- 7.1 Annandale Hair Design will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of Annandale Hair Design makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the '**Refund**').

8. Copyright and Intellectual Property

- 8.1. The Website, the Services and all of the related products of Annandale Hair Design are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Annandale Hair Design or its contributors.
- 8.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Annandale Hair Design, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - (a) use the Website pursuant to the Terms;

- (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.
- 8.3. Annandale Hair Design does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Annandale Hair Design.
- 8.4. Annandale Hair Design retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),
- 8.5. to you.
- 8.6. You may not, without the prior written permission of Annandale Hair Design and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

9. Privacy

- 9.1. Annandale Hair Design takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Annandale Hair Design's Privacy Policy, which is available on the Website.

10. General Disclaimer

- 10.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 10.2. Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- (b) Annandale Hair Design will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

10.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Annandale Hair Design make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Annandale Hair Design) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Services or any of the products of Annandale Hair Design; and
- (d) the Services or operation in respect to links which are provided for your convenience.

11. Limitation of liability

11.1. Annandale Hair Design's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence),

in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

- 11.2. You expressly understand and agree that Annandale Hair Design, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

12. Indemnity

- 12.1. You agree to indemnify Annandale Hair Design, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (c) any breach of the Terms.

13. Venue and Jurisdiction

The Services offered by Annandale Hair Design is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

14. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

15. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the

Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

16. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.