

General terms and conditions nail salon:

General Terms and Conditions of nail studio Lilly Nails Benelux in Purmerend.

Identity

Company : Lilly Nails Benelux BV

(Postal) address : van Ijsendijkstraat 409/b, 1442LB, Purmerend

Telephone : 0299 240003

Email : info@LillyNails.nl

KVK : 55535119

VAT no. : NL001775700B08

1. General

These conditions apply to every offer, treatment and transaction between the **Lilly Nails Benelux in Purmerend** (hereinafter referred to as nail studio) and a client to which the nail studio has declared these conditions applicable, insofar as the parties have not expressly deviated from these conditions in writing.

1. Efforts nail studio

The nail studio will carry out the treatments to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. The nail salon will, as much as reasonably possible, inform the client about the financial consequences of the change or addition to the treatment.

1. Appointments

The client must notify the nail studio as soon as possible, but no later than 24 hours prior to the appointment. If the client fails to meet this obligation or fails to do so on time, the nail salon may charge the client the entire fee for the agreed treatment. If the client arrives at the studio more than five minutes later than the agreed time, the nail studio may shorten the lost time on the treatment and still calculate the entire agreed fee.

The nail studio must notify the client as soon as possible that he is unable to make an appointment.

Nailstudio may refuse client when he is sick, has people in the area who have

a contagious disease. Client must at all times truthfully withhold this information. This also applies to the nail studio towards the client.

Both parties do not have to comply with these obligations if they are hindered by force majeure. Force majeure includes what the law and jurisprudence say about it, including strikes in the nail studio.

Client receives a questionnaire that must be completed truthfully.

If Client does not complete it or does not complete it truthfully, access to the salon can be denied.

Client comes (especially as long as the Covid-19 measures are in force) only to the salon, maximum 5 minutes before the appointment. When client is more than 10 minutes late, the treatment can be cancelled, then 50% of the agreed treatment has to be paid to the practitioner with whom the appointment was made.

Children under the age of 16 are not welcome in the salon.

Treatments are not performed on persons under 18 years of age.

3a Covid-19 (Corona) e/a outbreaks of infectious diseases.

Nagelstudio adheres to the government guidelines and the established protocol.

Client must follow these at all times. If client refuses, access to the nail studio, wholesale and training room will be denied.

1. Client must remove and put away jewelry upon entry.
2. Client turns off sound from phone and also puts it away. If client wants to show an example the client has the possibility to send it by mail to info@lilynails.nl.
3. Client hangs himself, jacket etc. on coat rack
4. Client is escorted to the kitchen where hands are washed and then rubbed with disinfectant.
5. Client takes place at the place indicated by one of the employees.
6. The treatment will be performed according to protocol which is visible in the salon.
7. Nailstudio will observe all rules according to protocol.

1. Payment

The nail studio mentions all prices of treatments and products visible in the nail studio. The reported prices include VAT. The nail studio mentions price changes 30 days before the start date clearly visible in the studio. Offers in advertisements are valid for the indicated duration and/or as long as stocks last.

Immediately after the treatment, the client has to pay for the treatment and any products in cash or by debit card.

1. Personal data & privacy

The client provides the nail studio before the first treatment of all data, which the nail studio indicates that they are necessary or which the client should reasonably understand that they are necessary for the careful implementation of the treatments.

The nail studio records the personal data of the client in an automated system and on a customer card. The nail studio treats the confidential data of the client according to the guidelines in the Data Protection Act. The nail studio will not sell or rent data of the client to third parties without prior written consent of the client.

1. Secrecy

The nail studio is obliged to maintain the confidentiality of all confidential information provided by the client during treatment. Information is considered confidential if the client has communicated this or if it arises from the nature of the information. The confidentiality lapses if, pursuant to a statutory provision or a court ruling, the nail studio is obliged to provide the confidential information to third parties.

1. Liability

The nail studio and its employees are not liable for damage of any kind whatsoever caused by the nail studio based on incorrect and / or incomplete information provided by the client about relevant physical conditions, medication, work or leisure activities.

Nailstudio and / or one of the employees can not be held liable for any accidents with equipment or personal injury that take place in or around the nail studio.

The nail studio and employees are not liable for loss, theft or damage to personal belongings that the client has brought to the studio.

Lilly Nails Benelux and/or its employees cannot be held liable for any accidents with material or personal injury, illnesses and/or disorders that occur in or around the nail studio/wholesale/training center or the public areas in the building.

1. Warranty

The nail studio gives the client one week (7 days) warranty on the treatment and products. This guarantee is void if:

- The client had the art nails maintained by another nail studio.
- The client has worked with aggressive chemicals without gloves.
- The client has bitten off the false nails or intentionally broke them off.
- The client has used other products than the one recommended by the nail studio for the maintenance of the art nails.
- The client has not followed the advice for home care of the false nails, as described in the tip list.
- The client has not followed the advice to seek medical help within five working days.
- The client has not used the products according to the instruction manual.

1. Damage & Theft

The nail studio has the right to claim damages from the client if the client damages furniture, equipment or products. The nail studio always reports theft to the police.

1. Complaints

If the client has a complaint about the treatment or a product, it must be reported in writing to the owner of the nail studio as soon as possible, but within five working days after discovery. The nail studio must respond adequately to the complainant within five working days. If a complaint is well-founded, the nail studio will perform the treatment again as agreed, unless this has become demonstrably pointless for the client and the client in writing. If the nail studio and the complainant can not reach agreement, the complainant may submit the dispute to the legislator or mediator. Lilly Nails does not refund money for services rendered.

1. Nail art

If the nail studio shows an example of a nail art design to be applied, this is only an indication. The result on the client's nails does not have to be identical to the example shown. The copyright on applied nail art motifs belongs to the nail studio. If the client has the applied nail art design photographed for commercial use, prior permission must be obtained from the nail studio. The nail studio may demand a reasonable fee for this.

1. Proper conduct

The client should behave properly in the studio according to generally accepted standards. If the client continues to behave improperly after repeated warnings, the nail studio has the right to refuse the client access to the salon, giving reasons.

1. Right

Any agreement between the nail studio and the client is subject to Dutch law.

These terms and conditions have been filed at the office of the Chamber of Commerce in Amsterdam.

In the event of an explanation of the contents and purport of these general terms and conditions, the Dutch text shall always be decisive.

The most recently deposited version or the version valid at the time of the conclusion of the agreement shall always apply.

Lilly Nails Benelux van ijsendijkstraat 409b1442LB

Purmerend

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