Complaints Procedure

We are committed to providing a high standard of service and treatment at all times. We are aware that sometimes we do not always get it right. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

The following steps should be taken in line with our complaints policy:

If you are not happy with the service you have received or how you have been treated by a member of staff the best way to resolve it is to:

- Discuss areas of your complaint directly with the member the team member or educator.
- Many concerns can be resolved by simple clarification or the provision of information and it is anticipated that most complaints will be resolved by this informal stage.
- Beaumac will then investigate the complaint, and aim to respond to you within 5 working days
- In the case of serious concerns it may be appropriate to address them directly to <u>info@beaumac.co.uk</u> FOR THE ATTENTION OF BERNADETTE TERVIT

Refund / Cancelation Policy Cancelling a Course

The following right to cancel terms are set out in accordance with the The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 permits consumer customers to cancel a contract after it is has been entered into subject to certain limitations and requirements. You have the right to cancel the contract at the end of 14 days, after the day the contract is entered in to, if you want to access the digital/online training within this period, you must give your express consent and acknowledge that your right to cancel is lost by accessing the materials. You can do this by digitally signing the course agreement prior to accessing the digital material.

If you have the right to cancel then:

1.1 you will need to email us directly to INFO@BEAUMAC.CO.UK stating that you wish to cancel the contract between us and you.

1.2 you will need to send us the notice of cancellation within the 14 period strating with the day after you receive our confirmation that there is a binding contract between you and us;

1.3 after we receive your notice of cancellation we will refund any monies due to you within 14 days.

Please see our full terms here

How To Return An Item

This section relates to trade/business customers only. Your item must be in its original unused condition to be returned, unless there is a manufacturer defect. Your must return the item **within 7 days** of your purchase.

UNSATISFACTORY QUALITY / DAMAGED IN TRANSIT

Beaumac will accept the return of Goods if unsatisfactory quality / damaged in transit if

i. Notified to us within 3 WORKING DAYS OF DELIVERY

ii. Returned to us WITHIN 7 WORKING DAYS

iii. We are satisfied that the Goods have not been opened or used any more than necessary to identify the need to return

iv. We are satisfied that the Goods are unsatisfactory quality / damaged in transit.

v. Merchandise that has been worn, used, or altered will not be accepted for return or exchange.

All items are subject to a 10% restocking fee, this will be deducted from your refund. We also do not refund the original shipping and handling that you paid on the order.

BEAUMAC at its discretion will either replace or repair the Goods so that they comply with the contract. If we unable to replace or repair the Goods we will issue a Credit Note.

Unless Goods are returned to BEAUMAC due to the above, the Customer will not be entitled to return Goods after delivery.

RETURNS (OTHER THAN GOODS OF UNSATISFACTORY QUALITY / DAMAGED IN TRANSIT)

BEAUMAC will be entitled to refuse to accept the return of Goods at its entire discretion. In the case of chemical products beaumac will not replace or refund these Goods due to risk of contamination after leaving the premises.. If we agree to accept the return of Goods then the Customer will pay for the Goods to be returned by appropriate means. If return is accepted the Goods must be

i. Notified to us within 3 WORKING DAYS OF DELIVERY

ii. Returned to us WITHIN 7 WORKING DAYS OF DELIVERY

iii. Be returned unopened, unused and in re-saleable condition.

Under these circumstances, the Customer who returns the goods will normally incur a 15% of the price paid + VAT handling charge.

Remittance Terms Orders will not be processed until payment has been received in full and cleared.

If the Customer fails to make payment, Next Step Beauty may defer or cancel any further deliveries of Goods, stop any Goods in transit and treat the Order as terminated.

1. Please email info@beaumac.co.uk to request a refund and we will assign you a tracking #.

2. Mail your returned item to:

BEAUMAC BEAUTY ACADEMY

Returns Department

20 Dunkenny square, Drumchapel shopping centre, Glasgow g15 8nb. Include in your package a signed letter stating the reason for your return and the original receipt.

Terms And Conditions

1. THE MEANING OF WORDS USED IN THIS AGREEMENT

'WE', 'US' or 'OUR' Is a reference to Beauty Academy UK, Unit 20 Dunkenny road, drumchapel shopping centre, glasgoe, g15 8nb trading as "BEAUMAC BEAUTY ACADEMY"

'YOU' or 'YOUR' Is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;

'COURSE' and 'COURSES' Means the course or courses provided by us to you as part of the Services.

'PARTIES' Is a reference to both us and you;

'SERVICES' Means the beauty course/s and any ancillary course materials that we provide to you pursuant to your booking, further details of which appear on our website and on your booking confirmation form.

2. ENTERING INTO A LEGALLY BINDING CONTRACT

2.1 When you place your order for one or more of our Services it is an offer by you to enter into a legal contract with us.

2.2 You and we will only enter into a binding contract when you receive notification from us that we accepted your order. Once we accept your order, a binding contract between you and us will come into being subject to these Terms and Conditions.

2.3 You should keep a copy of these terms and conditions for your records. If you have any questions concerning them, please ask us.

3. RIGHT TO CANCEL

We provide training courses which may include both practical training and digital content. The following right to cancel terms are set out in accordance with the The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 permits consumer customers to cancel a contract after it is has been entered into subject to certain limitations and requirements. You have the right to cancel the contract at the end of 14 days, after the day the contract is entered in to, if you want to access the digital/online training within this period, you must give your express consent and acknowledge that your right to cancel is lost by accessing the materials. You can do this by digitally signing this contract.

3.2 If you have the right to cancel then::

3.2.1 you will need to email us stating that you wish to cancel the contract between us and you; and.

3.2.2 you will need to send us the notice of cancellation within the 14 period strating with the day after you receive our confirmation that there is a binding contract between you and us;

3.2.3 after we receive your notice of cancellation and confirm your bank details, we will refund any monies due to you within 30 working days.

4. SERVICES PROVIDED

4.1 Once we and you have entered into a legally binding contract we will provide you with the appropriate digital content (course eBooks and video tutorials, where applicable) via our online secure student portal and the practical training sessions on the dates and times stated on our booking confirmation form. Occasionally the practical training sessions will be provided at some other date or time or be dependent on a number of factors, please see below especially section.

4.2 Our aim is to always provide you with the Services:

4.3 using reasonable care and skill; Within the period as agreed. If a time period has not been agreed in advance, then within a reasonable time period.

4.4 in compliance with commonly accepted practices and standards in the beauty industry; and

4.5 in compliance with the laws and regulations of SCOTLAND in force at the time we are carry out the Services.

5. PRACTICAL TRAINING / ASSESSMENTS

5.1 We may need to change the date and/or venue and if this occurs you will be notified as soon as possible.

5.2 Practical training dates are provisionally scheduled and then confirmed 7 days prior to the event and are subject to minimum student numbers. In the unfortunate event that your practical training sessions have been rescheduled you will have the following options:

a. You will be provided with new dates in the same venue of your original booking

b. You can look into alternative venues and/or dates if required

c. You can switch to distance learning only and have the practical/review day fee refunded to you as detailed in the corresponding invoice

d. Have your practical training fee refunded in full as detailed in your corresponding invoice

5.3 You are required to be at the location of the practical training 15 minutes prior to the stated commencement time. Our accreditation bodies require you to attend and complete the practical training. If you fail to attend, we may claim reasonable net costs from the fee paid. If you have reason for non attendance then there will be a process to appeal.

5.4 Where a review day and or assessment is required as part of your course, you must attend the dates stated on the confirmation and/or learning agreement and be present at least 15 minutes prior to the times stated. Failure to attend the assessment/review date may result in us claiming reasonable net costs from the fee paid and you not gaining certification. If you are not able to make this date, there maybe exceptional circumstances where we may be able to change the date of your review/assessment. If you reschedule the course date, this may incur a fee to cover our reasonable net costs. If you have reasons for non attendance then there will be a process to appeal.

5.5 You are required to attend the practical training at the times stated in your booking confirmation form. Failure to attend for any of the periods stated in the booking confirmation form may result in us being unable to provide you with your certificate.

5.6 As part of your course fee, you understand that you are entitled to one complementary assessment or review day. If on attending a second assessment you have not met the standards required for accreditation you will be required to pay a fee of £90 for each further assessment and £40 for a new certificate.

5.7 Our practical training day/s are designed for a set number of students. If the attendance group is smaller, then the duration of the training may be altered accordingly to accommodate this.

6. COURSES

6.1 You agree to complete all workbooks and home study and have them. Failure to provide work on the agreed dates may result in delays and further charges being applied. These charges may take the form of reasonable costs or losses incuured by us for the delays and may come from the fee paid. If there are reasons for the delay, then there will be a process to appeal.

6.1 The course must be completed within 28 days from the date of order.

6.2 Portfolios and workbooks maybe requested for sampling by our Internal Verifying team, or selected pieces of work. You agree to supply these on request to our registered offices.

8. YOUR CONDUCT AND OBLIGATIONS BEFORE, DURING, AND AFTER THE COURSE

Before the practical training

8.1 For Courses that require home study, you must ensure that you carry out the studies as stated in the relevant course eBooks and literature. Failure to do so may lead to you failing the course and not being provided with a certificate.

8.2 Some Courses require students to complete a patch test prior to attending the practical training session. It is the students responsibility to ensure the patch testing has been completed and we accept no responsibility for any reaction which may occur. Alternatively a disclaimer can be signed by the model.

During the practical training

8.3 During the Course you must, at all times:

a. act and behave appropriately. Abuse or antisocial behaviour towards either our trainers or other students will not be tolerated.

b. dress appropriately in smart, comfortable clothing. Tunics may be worn or alternatively black trousers and a black tshirt may be worn.

c. ensure that your hair is tied away from your face.

The terms of this section are necessary for the health and safety of our staff and other students. Failure to comply with the terms in this section will be a breach of this agreement and may lead to your expulsion from the course. In such circumstances, we will claim reasonable nett costs or lossess (which may be from the fee already paid). There will be a process to appeal against such decisions.

8.4 You will need to work on other students and you understand and confirm that other students will need to work on you. If you cannot be worked on by other students, Please contact us at <u>INFO@BAUMAC.COM</u> uk or by telephone 0141 944 5232 to look at other alternatives, which may include you providing a model. You should ensure you have student insurance in place prior to attending any practical training, home study or review days.

8.5 For health and safety reasons, children are not permitted at the practical training venues.

8.6 Mobile phones, tablet computers and desktops must remain switched off throughout.

8.₇ We operate a non smoking policy and smoking is not permitted in any training rooms. You may smoke only in the areas (if any) designated at the practical training venue.

8.8 If you are attending practical training nail/pedicure sessions, nail enhancements including nail overlays and nail polish must not be worn.

8.9 If you are attending a practical training session in waxing, you are required to grow body hair and be worked on by other students.

8.10 If you are attending a practical training session in eyelash extensions, previous eyelash extensions must be removed prior to the commencement of the training.

8.11 You are required to provide a kit for use during the practical training if you are attending our courses. If you fail to provide such a kit on the practical or assessments training day, then you may not be able to proceed with the course. This may result in us claiming reasonable costs from the fee already paid to cover this loss. If there is a problem with obtaining kits for these courses, please contact us as soon as possible.

9. CERTIFICATIONS

9.1 Subject always to the Course fees due being paid in full, Course certificates will be available within 3 weeks!

10. PRACTICAL TRAINING RESCHEDULING

10.1 In some circumstances, we may need to change a practical training date, venue, or materials. We will use our reasonable endeavours to give you as much notice as possible but this may not be possible if there are circumstances beyond our reasonable control. Please see Term 5.2.

11. INTELLECTUAL PROPERTY

11.1 All design, text, graphics, images, content and other intellectual property contained in any of the Course materials, videos and manuals are, unless otherwise stated, the intellectual property beuamac for their sole use in the UK and Ireland. The use of any of them other than for personal study for the particular Course/Courses which you have booked is not permitted. Any

reproduction, modification, or other unlawful use of our intellectual property is strictly prohibited and may result in legal action being taken against you.

12. PRICE AND PAYMENT

12.1 Our Course fees appear on our website and are confirmed at point of booking.

12.2 In the event that we have made a mistake in the Course fees quoted to you (for example, due to a technical error), we will inform you of the error as soon as reasonably possible. In such circumstances you may either (a) pay the balance to us or (b) choose to cancel the Course, in which case this contract will come to an end and all fees will be refunded to you.

12.3 Unless PAYL8R is available for your Course and we have accepted application (in which circumstances, please see below), all fees must be paid in full in advance of the Course.

12.4 Payment is made at the time of booking. You shall not be entitled by reason of any alleged minor defect or performance of service to withhold more then a proportionate amount of the sum due.

booking on the dates agreed between us in your booking.

14. EXCLUSION AND LIMITATION OF LIABILITY

This clause limits our liability to you and we suggest that you read through its provisions very carefully. **14.1** We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.

14.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.

14.3 You should not take ANY personal items into the training centres. We cannot accept responsibility for any valuables or possessions which go missing or are damaged at the training venues unless this has been a result of our negligence.

15. YOUR PERSONAL INFORMATION

This clause limits our liability to you and we suggest that you read through its provisions very carefully.

15.1 We will keep all student/customer personal information private and confidential.

16. COMMUNICATING WITH US

16.1 You can always telephone our contact numbers which appear on our website.

16.1 However, for important matters we suggest that you send any communications by email to info@BEAUMAC.co.uk

17. AMENDMENTS TO THE CONTRACT TERMS & CONDITIONS

We will have the right to amend the terms and conditions of this contract where:

17.1 We need to do so in order to comply with changes in the law or for regulatory reasons; or

17.2 We need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract. Where we are making any amendment we will give you as much notice as is possible.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

19. LAWS AND JURISDICTION

This contract shall be governed and construed by the law of Scotland and you and we agree to submit to the jurisdiction of the courts of Scotland.

If there are any questions or queries regarding these Terms and Conditions, please contact us prior to enrolling on a course.

KITS & PRODUCTS PURCHASE TERMS

Making A Purchase

Next Step Beauty is a TRADE supplier only this section relates to Trade/Business customers only.

The prices published are for nail technicians and beauty therapists (either trained or undertaking training) and salon owners. If proof of professional status cannot be provided then limited lines may be available to non trade persons at Recommended Retail Price and your invoice will be amended accordingly. If you are in any doubt please contact us. Goods are sold on the understanding that they will only be used for their intended purpose by fully trained therapists/technicians, or students taught under qualified instruction. Please note. BEAUMAC will not accept responsibility for damage or injury resulting from accidental misuse by untrained personnel. Next Step Beauty goods are not sold on a sale or return basis.

If it is a NEW CUSTOMER making payment by card, we will:

Carry out appropriate SECURITY CHECKS to confirm the transaction is with the genuine cardholder

Deliver to the cardholder statement address only

Instruct the carriage company to obtain cardholder signature on delivery.

It is the CUSTOMER RESPONSIBILITY to CHECK THE ORDER UPON DELIVERY for accuracy, quality and damages and to notify Next Step Beauty WITHIN 3 WORKING DAYS if there is ANY DISCREPANCY.

If the Customer breaches any of the Terms and Conditions of Sale, Next Step Beauty may defer or cancel any further deliveries of Goods, stop any Goods in transit and treat the Order as terminated.

This does not affect your statutory rights.

Shipping & Handling

In the normal course of events, orders will be posted next day delivery signed for. Postage will be charged reasonably according to the actual cost, the cost of the packaging and the administration work surrounding it, for example one beaumac eyelash pallet posted next day from Scotland to England \pounds_5 .

CHARGE. Outside Mainland UK or for London Congestion other charges may apply.

Carriage charges cover packing and delivery.

In the normal course of events, BEAUMAC will deliver the Order to the ADDRESS SPECIFIED BY THE CUSTOMER at the time of placing the Order. Please Note if the delivery address is changed after despatch an additional carriage charge will apply.

Delivery Schedule In the normal course of events, orders will be:

DESPATCHED WITHIN 5 WORKING DAYS if placed by us onto our ordering system before 2.00pm.

Specific time for delivery will not form part of the Order. Although BEAUMAC will endeavour to deliver goods by a date agreed with the Customer, such a date is given in good faith and the company will not be liable for any failure to deliver by such a date.

Back Orders In the normal course of events, BEAUMAC or represented suppliers will indicate on the invoice any items not in stock. These will be delivered to the Customer as soon as available.

You will always be contacted if we anticipate an excessive delay in supplying any item not in stock.

Tax Charges For goods (except books) ordered from the UK or the European Union, 20.00% VAT is added. Orders from other jurisdictions are VAT free and you should click the exempt button to reduce VAT to zero.

Credit Card Security Credit/debit card fraud prevention is an essential part of our service to you. We take our customers' data security seriously. All transaction information passed between BEAUMAC No cardholder information is ever passed unencrypted and any messages sent to servers from Sage Pay are signed using MD5 hashing to prevent tampering. You can be completely assured that nothing you pass to to our servers can be examined, used or modified by any third parties attempting to gain access to sensitive information.

Guarantee beaumac will have no liability to the Customer whatsoever in respect of incorrect storage of the Goods or failure to observe the instructions or recommendations regarding the use of the Goods.

Returns Policy UNSATISFACTORY QUALITY / DAMAGED IN TRANSIT

beaumac will accept the return of Goods if unsatisfactory quality / damaged in transit if

i. Notified to us within 3 WORKING DAYS OF DELIVERY

ii. Returned to us WITHIN 7 WORKING DAYS

iii. We are satisfied that the Goods have not been opened or used any more than necessary to identify the need to return iv. We are satisfied that the Goods are unsatisfactory quality / damaged in transit.

beaumac at its discretion will either replace or repair the Goods so that they comply with the contract. If we unable to replace or repair the Goods we will issue a Credit Note.

Unless Goods are returned beaumac due to the above, the Customer will not be entitled to return Goods to beaumac.

Returns (Other than goods of unsatisfactory quality / damaged in transit

BEAUMAC will be entitled to refuse to accept the return of Goods at its entire discretion. BEAUMAC is unable to refund/exchange or replace electrical bulbs under any circumstances.

If BEAUMAC does agree to accept the return of Goods then the Customer will pay for the Goods to be returned by appropriate means. If return is accepted the Goods must be

i. Notified to us within 3 WORKING DAYS OF DELIVERY

ii. Returned to us WITHIN 7 WORKING DAYS OF DELIVERY

iii.Be returned unopened, unused and in resaleable condition.

Under these circumstances, the Customer who returns the goods will normally incur a 15% of the price paid + VAT handling charge.

Remittance Terms Orders will not be processed until payment has been received in full and cleared.

If the Customer fails to make payment, BEAUMAC may defer or cancel any further deliveries of Goods, stop any Goods in transit and treat the Order as terminated.

Qualifications & Insurance

Our Courses are fully accredited so on successfully completion you will be awarded with a Diploma Certificate allowing you to gain insurance to work on the paying public.

BEAUMAC courses offer you the ability the gain insurance on successful completion.

To make it easier for you to get started in the industry, we have put together a list of our accredited partners who guarentee to provide insurance for our graduates who hold our relevant certificates however other insurance compaines may also offer insurance which you are free source yourself:

Associated Beauty Therapists (ABT):

ABT is the largest beauty and insurance membership provider in the UK, with over 9,000 active and insured business owners. ABT not only brings you a choice of fantastic insurance and membership packages tailored to your every need as well as a whole host of membership benefits such as Magazine Subscriptions, Free Trade Show Entry and Listings on our Website and much, much more.

ABT accredit our combined courses which include practical training



Associated Beauty Therapists