

**BY ACCESSING AND USING BROWMASTERS SERVICE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS (“terms”) AND PROVISION OF THIS AGREEMENT. IN ADDITION, WHEN USING OUR SERVICES, OUR CUSTOMERS (“you” “your”) SHALL BE SUBJECT TO ANY POSTED GUIDELINES OR RULES APPLICABLE TO SUCH SERVICES. ANY PARTICIPATION WITH BROWMASTERS WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ABIDE BY THE ABOVE, PLEASE DO NOT USE THIS SERVICE.**

The following definitions apply throughout these Terms:

**‘Brand Guidelines’**

This agreement defines our rules concerning the use of any of our intellectual property, including but not limited to: Logos, trademarks, copyrighted material and other marks belonging to us or licensed to us. The full copy of our Brand Guidelines can be found on our website ([www.browmasters.co.uk](http://www.browmasters.co.uk)) or requested via e-mail ([hello@browmasters.co.uk](mailto:hello@browmasters.co.uk)).

**‘Customer’**

Refers to sole traders, corporate bodies, partnerships, self-employed individuals that purchase our training courses and/or products with Browmasters. It also includes all of those that train on our courses with the intention of becoming a stylist upon qualification.

**‘Feedback Forum’**

Refers to the sole source of feedback given by our trainers to students whereby we critique work and support development. Found at <https://www.facebook.com/groups/browmastersfeedback/>

**‘Goods’**

Refers to any of our retail or professional products, Starter Kit, literature, marketing materials, presentations, and other branded materials that are available for purchase on our store or via a third-party network.

**‘Browmasters Stylist (Stylist)’**

An individual that is fully trained and has received certification and accreditation to carry out Browmasters treatments.

**‘Browmasters Training Course’**

Refers to the permanent make-up treatment training courses taught by us at our training academy or in a third-party center.

**‘Training Course’**

Means any or all of the following; Microblading Training Course, Microblading & Machine Method Training Course.

**‘Staff’**

Means any employees, agents, consultants, contractors, and any other persons of a Customer or the Company, including anyone who has dealings with the Company’s treatments during their engagement with a Business Customer or the Company.

**1. CONTRACT BETWEEN US AND THE CUSTOMER**

1.2 The Order constitutes an offer by you to book a Training Course in accordance with these Conditions.

1.3 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order (usually by e-mail to your designated email address) at which point and on which date the contract between us shall come into existence ("Commencement Date").

1.4 The date, type of Training Course and location that the Training Course is due to take place shall be outlined in our written acceptance of your Order.

**2. RULES WHEN TRAINING WITH US**

2.1 We only provide training to Customers.

2.2 Once a Customer completes a Training Course, the customer will have a given time period of up to 6 months, commencing on the last date of their training course to become accredited with Browmasters.

2.3 The company will not be held responsible for its customers who fail to gain accreditation within the specified time period in

clause 2.2

2.4 Customers who fail to gain accreditation will be refused access to further training with respect to their previous training course.

2.4.1 This does not prevent customers from booking on another training courses with Browmasters

2.5 Accreditation can only be carried out via attending assessment days once deemed necessary by staff with additional support via our Feedback Forum for the customer's development.

2.6 You must notify us prior to your course start date if you have any affiliation or connections with colleges, beauty training schools or other educational establishments. If you fail to notify us, we may cancel this agreement immediately. If you have started your training we may stop your training immediately, remove you from the course and cancel this agreement. In this circumstance you will not receive a refund and you will not be permitted to complete the course or become a Browmasters Stylist. We reserve the right to refuse training to anyone with affiliation or connections with colleges, beauty training schools or other educational establishments.

2.7 You may be required to purchase a 'Starter Kit' for either yourself or a member of your Staff that attends a Browmasters additional Training Course, please check with our administration staff prior to making your course booking. Starter kits and any other purchases for Goods are delivered (or dispatched) to you as soon as reasonably, practicable and only once the delegate has completed the course.

### 3. PRICING AND PAYMENTS

3.1 The price for a Training Course shall be the price set out in the booking or, if no price is quoted, the price set out in the Supplier's published prospectus as at the date the booking is made.

3.2 If payment is not taken in full at the time of booking, a deposit of at least £500 will be taken at the time of your booking to secure your place on your chosen course date. If a delegate fails to complete payment prior to the proposed date, or if a delegate fails to attend a Training Course, or a booking for a Training Course is cancelled within 48 hours of its proposed delivery date, then we shall retain the deposit as an administrative charge (waiver of this charge is at our discretion).

3.3 All amounts payable by you under these Terms are inclusive of amounts in respect of value added tax chargeable from time to time ("VAT").

3.4 All payments for Training Courses must be paid in full prior to the course delivery date. Any outstanding payments for bookings will be due 14 days prior to the course delivery date. Some course related materials will only be dispatched after we have received a deposit for the course. We reserve the right to refuse entry onto a course and Starter Kits if we have not received full payment for a course.

3.5 If you have not paid the price of a Training Course within timescales provided for in this clause 4 we reserve the right to refuse the proposed delegate access to the course.

### 4. CANCELLING AND REFUNDING

4.1 Your rights to cancel training bookings. You have 14 days from the date of booking to cancel a Training Course booking and receive a full refund without reason. After this period has lapsed refunds may be refused (at our discretion) and an administrative charge may apply.

4.2 All refund requests should be put in writing and be sent via email to [hello@browmasters.com](mailto:hello@browmasters.com) or by post to our registered office at Suite 7, The Castle Mill, Minneymoor Hill, Conisborough, Doncaster, DN12 3EN.

4.3 All materials, images, documentation that are associated with the booking must be returned to our postal address no later than 7 days after the date of cancellation. Refunds will not be processed until all materials are returned and in their original condition.

4.4 All refunds will be processed within 2 working days of receipt of the returned materials, images and documentation

however, this may take up-to 7 working days to be processed by the bank.

## 5. CHANGES TO TERMS & CONDITIONS

5.1 We reserve the right to change the Terms. The Company accepts no responsibility if the details provided to us are incorrect, or not kept up-to-date by the customer. The latest version of the Terms will also be available to view at all times at [www.browmasters.co.uk](http://www.browmasters.co.uk)

## 6. LIMITATION OF LIABILITY

6.1 Nothing in this Agreement shall limit or exclude our liability for:

6.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

6.1.2 Fraud or fraudulent misrepresentation;

6.1.3 Breach of the terms implied by section 12 of the Supply of Goods and Services Act 1982; or

6.2 We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and

6.3 Our total liability to you in respect of all other losses arising under or in connection with the Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the cost of the Training Course and any Goods bought at the time of making the booking.

## 7. FORCE MAJEURE

7.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

## 8. OTHER TERMS

8.1 A reference to 'written' or 'in writing' includes email correspondence, subject to the following conditions; any email correspondence is only deemed to be received by us if you have received an email acknowledgement our staff, confirming receipt of your email. You must retain all acknowledgement emails for future reference and in the event of a dispute.

8.2 If any court or competent authority finds that any provision of the Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Terms shall not be accepted.

8.3 The Terms and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).