

TERMS AND CONDITIONS

ROGUE RAZOR

ARTICLE 1 – Definitions

ARTICLE 2 – Applicability

ARTICLE 3 – Conclusion of the agreement

ARTICLE 4 – Obligations of the operator

ARTICLE 5 – Obligations of the consumer

ARTICLE 6 – Payment

ARTICLE 7 – Liability

ARTICLE 8 – Complaints

ARTICLE 9 – Exceptions

ARTICLE 10 – Amendments

ARTICLE 1 – Definitions

Shall mean in these Terms and Conditions:

Rogue Razor: the legal entity that operates in the personal care sector, hereinafter referred to as the operator;

Consumer: the natural person who, other than in the exercise of his profession or business, uses the services of an operator in the personal care sector;

Buyer: the natural person who, in the exercise of his profession or business or otherwise, buys products from an operator in the personal care sector;

Agreement: the agreement or arrangement for the treatment and / or sale of products in the field of beauty care;

Personal care sector: hairdressers company, beauty care company (non-medical), the company for massage (non-medical);

Hairdressers company or babershop: the company that cut and shave or otherwise treating head hair, beards, goatees and mustaches performing and selling products relating thereto;

Beauty care company (non-medical): The company carries out treatments that focus on the care of the appearance of people from beauty and grooming standpoint and selling of products relating thereto;

Company massage treatments (non-medical): The company carries out massage aimed at relaxation or to maintain a good physical condition and selling products related thereto.

ARTICLE 2 – Applicability

These Terms and Conditions shall apply to the establishment and implementation of all agreements and arrangements in the personal care sector between the operator and the consumer or buyer.

ARTICLE 3 – Conclusion of the agreement

1. The agreement comes into effect after the consumer or buyer has asked for or made an appointment for a treatment or product and the operator will carry out the treatment or sell the product.
2. Prior to or upon the sale of any product, prior to or at the beginning of each treatment or series of treatments, the operator must inform the consumer or buyer about the relevant price and whether this price includes VAT and/or other taxes or not. In a series of treatments, the agreed price will not be increased.
3. The agreement concluded or arrangement made up to 24 (twenty four) hours before the start of treatment can be cancelled without charge. Cancellations within 24 (twenty four) hours are subject to fees that are as follows:
 - 3.1. 100 percent of the cost of the agreed handling fee if consumer does not show up for appointment or cancels within 3 hours before appointment.
 - 3.2. 75 percent of the cost of the agreed handling fee if consumer cancels 12 to 3 hours before.
 - 3.3. 50 percent of the cost of the agreed handling fee if consumer cancels 12 to 24 hours before.
 - 3.4. If the consumer can demonstrate force majeure prevented him to fulfill the concluded agreement or agreement made, no fee will be charged.
4. Buyer can cancel the order of a lot of products free of charge more than 14 (fourteen) days before the agreed delivery date. Within 14 (fourteen) days of the agreed delivery date buyer will be charged for a reasonable cancellation fee to cover expenses and obligations of the operator directly related to the cancelled order.

ARTICLE 4 – Obligations of the operator

1. The operator guarantees that the services performed by him comply with the agreement and are carried out with good and careful workmanship using proper materials and resources.
2. The operator informs the consumer about the nature and extent of the treatment, the results, the potential risks linked to it and what the consumer may reasonably expect. The operator asks the customer for information that is relevant to be able to carry out the treatment properly.
3. The operator will not act beyond his professional competencies.
4. Please see Rogue Razor Privacy Statement for information regarding privacy of consumer.

ARTICLE 5 – Obligations of the consumer

1. Before entering into the agreement the consumer needs to notify the operator of any specific requirements.

TERMS AND CONDITIONS

2. Before entering the agreement the consumer is obliged to notify the operator of any medical conditions which may be relevant for carrying out the treatment properly.
3. The consumer is obliged to provide all requested information by the operator necessary for proper execution of the agreement.

ARTICLE 6 – Payment

1. Payments to the operator must be made in means of payment generally accepted in the Netherlands. And also accepted by operator.
2. In case of a package deal with serial treatments, the consumer is required to an advanced payment of fifty percent of the total price to the operator if requested. The remaining part of total price will be charged by separate agreement, latest after the completion of the series of treatments. If payment is postponed or fails to occur the operator is justified to charge the consumer with interest and (extrajudicial) collection fees.
3. In case of purchasing products the operator will charge the buyer the total amount on invoice with a deadline for payment at fourteen days. The ownership of the products stays with the operator until payment of the total amount is settled. If payment is postponed or fails to occur the operator is justified to charge the buyer with interest and (extrajudicial) collection fees.
4. A deposit payment of 50 percent will be charged to consumers (not having a client card) making a walk in appointment for later in the day or week.

ARTICLE 7 – Liability

1. The operator is liable for direct damages towards the consumer or buyer from a provable impairment in his service by himself or his staff on duty. The operator is not liable for indirect damages which may result from such a case.
2. The consumer or buyer is liable for damages towards the operator resulting from a deficiency attributable to the consumer or buyer.

ARTICLE 8 – Complaints

1. It is strongly recommended to report to the operator shortcomings immediately after the discovery in writing or electronically. Waiting too long to complain may adversely affect the legal position of the consumer or buyer.
2. The operator must investigate complaints adequately. The operator will rectify any possible shortcomings within a reasonable period of time, unless this can reasonably not expected from him due to the related circumstances.

ARTICLE 9 – Disputes

These terms and conditions are governed by Dutch law. The Amsterdam District Court has exclusive jurisdiction to hear disputes over these Terms and Conditions. If one of these provisions are declared inapplicable by Court, the provision of these Terms and Conditions will be removed or be adjusted so that the clause still be applied, such as at the discretion of the operator. All other provisions of these Terms and Conditions remain in force and are binding and enforceable.

ARTICLE 10 – Deviations

Individual variations of these terms and conditions, including individual additions must be in writing or electronically between the operator and consumer or buyer.

ARTICLE 11- Changes

The operator reserves the right to amend and/or supplement these Terms from time to time. The amended and/or supplemented Terms are applicable once the consumer or buyer enters into a new contract or makes a new appointment. By doing so the consumer or buyer agrees to the amended and/or supplemented Terms.