

## **Disclaimer Hoya Nails & Spa**

### **1. General**

These terms and conditions apply to every offer, treatment and transaction between the nail studio and a client to which the nail studio has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions in writing.

### **2. 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 and on the basis of the state of science known at that time. The nail salon will inform the client as far as can reasonably be expected about the financial consequences of changes or additions to the agreed treatment.

### **3. Appointments**

The client must report any inability to attend an appointment to the nail salon as soon as possible, but no later than 24 hours prior to the appointment. If the client arrives at the studio more than 15 minutes later than the agreed time, the nail salon may reschedule the appointment to another day/time. This is out of respect for the customer who comes after you. The nail salon must notify the client of any impediment to an appointment as soon as possible, but no later than one working day prior to the appointment. Neither party has to comply with these obligations if they are hindered by force majeure. Force majeure because what the law and jurisprudence says about it, including strikes in the nail salon.

### **4. Payment**

The nail studio lists all prices of treatments and products visible in the nail studio and on the website. The prices reported include VAT.

Offers in advertisements are valid for the specified term and/or while stocks last. The client must pay for the treatment and any products in cash immediately after the treatment.

### **5. Staff in the studio**

The nail salon has the right to have certain activities carried out by employees without prior consultation with the client, if the nail salon deems this necessary for the proper execution of the treatment. The client will not have nail studio employees work for him directly or

indirectly up to and including one year after the last treatment in the nail salon, unless written permission has been given by the nail salon.

## **6. Personal data & privacy**

Before the first treatment, the client must provide the nail studio with all data that the nail studio indicates are necessary or that the client should reasonably understand are necessary for the careful execution of the treatments. The nail salon handles the client's confidential data in accordance with the guidelines in the Personal Data Protection Act. The nail salon will not sell or rent the client's data to third parties without the client's prior written consent.

## **7. Confidentiality**

The nail salon is obliged to maintain the confidentiality of all confidential information that the client has communicated during the treatment. Information is considered confidential if it has been communicated by the client or if this arises from the nature of the information. The confidentiality lapses if, on the basis of a legal provision or a court decision, the nail salon is obliged to provide the confidential information to third parties.

## **8. Liability**

The nail studio is not liable for damage, of whatever nature, caused by the nail studio having relied on incorrect and/or incomplete information provided by the client about relevant physical disorders, medication use, work or use of time. The nail salon is not liable for loss, theft or damage to personal belongings that the client has brought to the studio.

## **9. Warranty**

The nail salon gives the client a one-week (7-day) warranty on the treatment and the products. This warranty expires if:

- The client does not complain within 24 hours by means of a message with a photo or visit to the nail studio.
- The client has had the (artificial) nails done earlier or has had them maintained by another nail studio.
- The client has worked with aggressive chemicals without gloves.
- The client has 4 or more damaged nails.
- The client has bitten off or deliberately broken off the (artificial) nails.
- The client has used products other than those used by the nail studio for the maintenance of the artificial nails.
- The client has not followed the advice for home care of the artificial nails.
- 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 instructions for use.

## 10. Damage & theft

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

## 11. Complaints

If the client has a complaint about the treatment or a product, this must be reported in writing to the owner of the nail salon and the treating stylist as soon as possible, but within two working days after discovery. The nail salon must provide the complainant with an adequate response within five working days. If a complaint is justified, the nail salon will perform the treatment again as agreed, unless this has become demonstrably pointless for the client and the client makes this known in writing. If the nail salon and the complainant cannot reach an agreement, the complainant can submit the dispute to the legislator or mediator.

## 12. 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 rests with the nail studio. If the client has the applied nail art photographed for commercial use, prior permission must be requested from the nail salon. Denagelstudio may demand a reasonable fee for this, in addition to mentioning the nail studio by name. When taking photos that are distributed on websites or social media, the logo of the nail salon must be included because of abuse by third parties. For the use of photos of the client to promote the nail salon, verbal permission from the client will be requested at all times.

## 13. 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 salon has the right to refuse the client access to the salon without giving reasons.

## 14. House rules

The nail salon has the following house rules:

- Smoking is not allowed in the nail salon.
- It is not allowed to consume your own drinks in the nail salon.

- The client is not allowed to bring guests to the nail salon without prior permission.
- It is not allowed to bring pets to the nail salon.
- All treatments are only performed on persons aged 18 and older. Treatments on persons younger than 18 are performed only after explicit permission, and under the liability of their parents.