

VALHALLA HAIR **Dreadlokks Central Coast**

Mobile hair & dreadlock styling services
Gwandalan NSW 2259
0434 892 723
www.valhalla.hair.squarespace.com/



TERMS OF SERVICE

OVERVIEW

This website is operated by VALHALLA HAIR DREADLOKKS CENTRAL COAST. Throughout the site, the terms “we”, “us” and “our” refer to VALHALLA HAIR DREADLOKKS CENTRAL COAST or VALHALLA HAIR.

VALHALLA HAIR offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing our services or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted by Squarespace and Stripe. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - CONDITIONS FOR FACE TO FACE SERVICES

VALHALLA HAIR operates as a mobile hair and dreadlocks styling service covering northern Central Coast & Lake Macquarie areas.

I attend appointments in your home or other specified location.

Services include but are not limited to:

Dreadlock creation and maintenance

Hair styling

Washing, cuts & colouring

Full head dreadlock creations/installations may require 2-day appointments based on my availability. You will not be charged any extra.

Quotes given during Consultations are valid for 4 weeks.

FEES AND CHARGES

My service appointment rates are \$60/hr and are subject to change based on experience and qualifications. Prices listed on Business Sheets are current as of April 2023 and are also subject to change with no notice.

Travel fees will be charged from \$20, and are dependent on location distance from Gwandalan NSW. Travel fees are charged to compensate for vehicle maintenance, fuel and time spent driving to Customers' location.

PAYMENTS

A \$20 non-refundable deposit is required at the time of booking appointments either on the website, or via bank deposit/ transfer or Osko. PayID is not accepted. The remainder is to be paid at your appointment. CA\$H is always preferred.

Non-payment of services for any reason during attendance at the appointment is considered theft and will be reported to the Police. Any non-paying persons will be refused services and interactions in future.

PayPal will only be offered under exceptional circumstances only due to PayPal's money holding policies and excessive fees. If PayPal is requested, an invoice will be emailed to you for payment. Buyers will be responsible for PayPal fees.

If you cancel or need to reschedule your appointment with less than 24 hours' notice, your original deposit will be forfeited. A new appointment can be made with an additional deposit.

REFUNDS

VALHALLA HAIR is small business owned and operated by a trained, qualified, highly experienced and educated dreadlock technician/lokktician. It is assumed you accept the quality of work, prices and products available when seeking services from VALHALLA HAIR.

I generally do not offer refunds or accept refund requests except in extenuating circumstances.

Our Policies outline any and all agreements and expectations made between myself the Owner and the paying Customer.

All deposits paid with the intention of booking a service are non-refundable.

If you are unhappy with the face to face services received during or after your appointment for whatever reason, you are welcome to request that your appointment ends and service stops immediately. Payment is still expected to cover my travel time and any time spent servicing your appointment requests up until services cease. If payment is refused, a Police Report will be filed and may resort to an application being made with Small Claims Court or any other government authority.

GENERAL

Photos, images and recordings/videos may be taken during your appointment for the purpose of adding to my business portfolio. These images and recordings will be shared on various social media platforms. Please advise if you are not comfortable with this.

I reserve the right to decline services to a client during their appointment if the condition of their scalp, hair or dreadlocks is unhygienic. If you present to your appointment with hair that is wet or damp, excessively oily or dirty, have open wounds, fungal infections, lice/nits or other scalp conditions your appointment will be cancelled on the spot and your deposit will not be refunded. Please be respectful by ensuring your dreadlocks are clean and dry before your appointment.

SECTION 4 - CONDITIONS FOR CUSTOM ORDERS, COMMISSION PIECES & MADE TO ORDER PRODUCTS

These policies apply to VALHALLA HAIR custom order requests and made to order products.

'Products' are that which involve any item purchased/ordered by you, created for you, available to purchase on our website, social media platforms, face to face interactions and at public events such as Markets/Fetes.

Products include but are not limited to hair accessories, jewellery, handmade items, dreadlock & hair extensions, clothing, home décor, and hair care products eg: shampoos and hair sprays etc.

FEES AND CHARGES

Prices for products are subject to change at any time depending on business and supplier costs.

The default shipping method for all small products under 500g is Untracked Mail and costs \$5 for packaging and postage. This option does NOT include a tracking number. Other postage options are specified on the website or can be requested via email.

Postage prices are subject to change depending on shipping providers services costs.

PAYMENTS

For custom orders, a deposit of 20% of the total price is required via bank deposit/transfer or Osko. PayID is not accepted. I will not start on your order before the deposit is received.

If you cancel your order after I have started sourcing supplies for creation, or have changed your mind at any stage, refunds will not be offered.

Paypal will only be offered under exceptional circumstances only due to Paypals' money holding policies and excessive fees. If Paypal is requested, an invoice will be emailed to you for payment. Buyers will be responsible for Paypal fees.

Laybys/payment plans, or specific budget requests are welcome and will be arranged on a case by case basis.

AfterPay and any other credit related services are currently not offered.

The third party payment provider used on our SquareSpace hosting website is STRIPE- see their own Policies regarding the use of your Personal Information.

SHIPPING

Shipping companies and couriers are used for the purpose of delivering goods to a customer such as Australia Post, Couriers Please, Aramex and Sendle.

The default shipping method for all small products under 500g is Untracked Mail and costs \$5 for packaging and postage. This option does NOT include a tracking number. Other postage options are specified on the website or can be requested via email.

Postage prices are subject to change depending on shipping providers services costs.

I am not responsible for delivery times, parcels lost in transit or damaged during shipping.

QUALITY GUARANTEE

At VALHALLA HAIR your satisfaction is our top priority, and we are dedicated to delivering quality items and service to our valued customers. All our products are designed or selected with love, care, and attention to detail, and are either hand crafted & made to order, or available in small quantities. Each product is thoroughly inspected before being shipped to ensure that it meets our high standards. In the unlikely event that you receive a damaged or defective item, we offer a 100% satisfaction guarantee. Contact us within 7 days of receiving your purchase and we will work with you to resolve the issue.

REFUNDS

VALHALLA HAIR is small business owned and operated by a trained, qualified and highly experienced and educated dreadlock technician/lokkician. It is assumed you accept the quality of work, prices and products available when seeking services from VALHALLA HAIR.

I generally do not offer refunds or accept refund requests except in extenuating circumstances.

Our Policies outline any and all agreements and expectations made between myself the Owner and the paying Customer.

All deposits paid with the intention of purchasing a made to order or custom ordered item are non-refundable.

GENERAL

Hair colours advertised and/or shown on Business Sheets are an example only, and colours may vary slightly depending on supplier variations & device colour settings.

Please allow 2-4 weeks for creation of your extensions and other custom orders. Final payment + postage fees are due upon completion of your custom order.

You will be provided with photos, videos and updates to ensure you are kept informed and remain happy and involved along the way.

I will not agree to directly copy another dreadlock artists' creations.

SECTION 5 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 6 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our services and products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 7 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 8 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 9 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 10 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 11 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible

for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 12 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy please click the link at the bottom of the website.

SECTION 13 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 14 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 15 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall VALHALLA HAIR DREADLOKKS CENTRAL COAST, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 16 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless VALHALLA HAIR DREADLOKKS CENTRAL COAST and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 17 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 18 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 19 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 20 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Australia.

SECTION 21 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page/link.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 22 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to valhallahair@outlook.com

LAST UPDATED: 03/07/2023