

# TERMS AND CONDITIONS

Please read all these terms and conditions before using Trim City services.

As we can accept your booking and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

## 1. General

Trim City ([www.trimcity.london](http://www.trimcity.london)) is a website that connects customers with professional barbers in their area so that customers can have the finest “trims” services that caters to their style, at a place and time that suits them the most. All barbers are contractors working under an Agreement.

Trim City Ltd (Company Number – 11613302) is a limited company registered in England and Wales. Registered Office: 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UNITED KINGDOM. This website is fully owned and operated by Trim City Ltd.

## 2. Application

1. These Terms and Conditions will apply to the purchase of the services by you (the Customer or you). We are Trim City Ltd, a company registered in England and Wales under Registration Number - 11613302.
2. These are the terms on which we sell all Services to you. By clicking on the button marked 'Pay Now' you are agreeing to T&Cs. If you do not click on the button, you will not be able to complete your booking. You can only purchase the Services from the Website if you are eligible to enter into a contract and are at least 18 years old. If the service is for someone under the age 18 then someone over the age of 18 (Parent, Guardian & etc) can book on their before and must be present to accompany the person the service is for. You further confirm that you have the authority and capacity to enter and accept these terms.
3. The Terms and conditions are applicable to you as a user or customer of the Trim City website. By accessing or using the website you agree to be accept these terms

## 3. Interpretation

1. Customer means an individual who accesses or uses the Services and Website
2. Service Location means the Customer’s premises or other preferred location where the Services are to be provided, as set out in the booking
3. Booking means the Customer's order for the Services from the Website as submitted following the step by step process set out on the Website’s booking section
4. Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website
5. Services means the services advertised on the Website. The services will be provided at the customer’s specified Service location by the freelance professional barbers as per the request/instructions made by the customer via the website
6. Website means our website [www.trimcity.london](http://www.trimcity.london) on which the Services are advertised. Where the customer can make the booking of the services they require
7. Barbers mean professional stylists and barbers who provide their grooming service to the customer. They are our staff members, third party service providers or freelancers

#### **4. Services**

1. The description of the Services is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the service provided
2. In the case of all Services requested in your booking, it is your responsibility to ensure that any information or specification you provide is accurate
3. All Services which appear on the Website are subject to availability
4. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes
5. The Trim City website is an online platform that provides a range of male grooming services by connecting the customer with a barber or stylist (third party) in their locality. The customers can make an appointment for a service(s) they require at a location and time of their preference.
6. Customer must inform the barber prior to the commencement of the service with regard to any medical conditions such as infections, allergies, hypersensitivity or other any other diseases so that the barber can take appropriate measures.

#### **5. Booking, Charges and Payment**

1. Once you have booked the appointment on the website, you will receive a notification via text message and/or email confirming if the Trim City barber has accepted your request with other booking details.
2. All pricing details can be found in the website and are final. Fees and charges include VAT at the rate applicable at the time of the Booking.
3. All charges and fees are final and refundable only up to 24 hours from the appointment date. Cancellation fee of £6 will be charged, if cancelled before 24 hours from the appointment date.
4. Once you have confirmed the booking with us, your debit or credit card will be charged automatically once your appointment has been completed by the Trim City professional. No deposit will be taken
5. A safe and secure third party payment processing service is used to complete the payments. The card details will be stored by the third party payment provider and you agree that we can take on authorisation checks for the same.
6. Our pricing and payment policy can be changed at any time without any notice.
7. We may use your secondary payment method if your primary payment method is not valid or expired.

#### **6. Promotions**

Various promotions are offered by Trim City Ltd for different campaigns. This is made on an individual basis to any of the customers. Unless specifically provided to you, the offers would not be applicable to you for any of the services or charges.

## **7. Cancellation Policy**

1. We have a 24-hour cancellation policy. Cancellations can be made up to 24 hours before your scheduled appointment time free of charge. You must cancel the appointment only via email, emailing [contact@trimcity.london](mailto:contact@trimcity.london) and not by any other methods. In case you want to make changes to your booking you will have to email us that you're booking again.
2. For any cancellations made before 24hrs of your scheduled appointment date, you will be charged a cancellation fee of £6. in case of a no show, you're not entitled to a refund.
3. If you are running late for your scheduled appointment, you must inform us of your delay immediately via email. Professionalism and punctuality are key to providing our customers the high level of service they deserve. Our barbers are often scheduled on back to back appointments/bookings therefore will only wait up to 10 minutes (mandatory) and a extra 5 mins (At the Barbers Discretion) after the scheduled appointment time before leaving the place of booking.
4. If the Trim City barber has cancelled or unable to provide the requested service, we will try our best to accommodate the appointment by finding you the next available barber. However, in circumstances where the barber has cancelled and we are unable to find a replacement you will be given a credit note or refunded.
5. If the booking was cancelled for other reason, then refund would take 5-10 working days before it reflects in your account
6. Trim City Ltd has a zero refund policy unless otherwise stated in the T&Cs. Please make sure to communicate and discuss with the barber what you require and the style you are looking to achieve. Use of photographs can be handy. If you are not satisfied with the Services, you can email or send your feedback using the contact us form.
7. The customer must provide correct contact number and address of the service location while booking the appointment. Providing incorrect information may result in the barber being late. If the barber is unable to accommodate the booking within the given time then the customer will be liable for this and will be considered as a cancellation and will be charged the full service/s.

## **8. Feedback and Complaints Policy**

1. We at Trim City give a lot of importance to your feedback/complaints. We aim to review and respond to them as soon as possible.
2. If there is a complaint, customer should email us or contact us using the contact form. And a member of the team will be in touch with them.
3. It is advisable to send your feedback or complaints within 72hrs after you have received your services. Provide as much detail as possible so we can improve the services we provide

## **9. Customer Responsibilities**

1. You must co-operate with us in all matters relating to the Services, provide the authorised professional barbers with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).
2. It is the responsibility of the customer to make sure that there is a comfortable chair, a table to place the equipment, enough space and good lighting. In order for the barber to complete the services you must provide a safe and suitable space

3. Trim City Ltd has a zero refund policy unless otherwise stated elsewhere within the T&Cs. You must make sure to communicate, provide detailed information and discuss with the barber what you require and the style you are looking to achieve. Use of photographs can be handy.
4. All barbers will be professional and will aim to provide an exceptional service. As a customer you must treat them politely and respectfully.
5. You must not contact or request services directly from any of our barbers with whom you have previously received any of the services through Trim City.
6. Trim City take the safety of the barbers seriously. Any inappropriate or hurtful actions or failure to comply with the above is a Customer default which entitles us or the barber to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect. You will be charged fully for the appointment.

#### **10. Circumstances beyond the control of either party**

1. In the event of any failure by a party because of something beyond its reasonable control, the party will advise the other party as soon as reasonably practicable. For example a terror attack
2. The party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery of service

#### **11. Proprietorship and Intellectual Property Rights Policy**

1. The Company Trim City Ltd has the majority of ownership and intellectual property rights of the Trim City website and all the content available in it. All rights are owned solely by the company
2. All rights in such trademarks including, the company name, company logo, Trademarks, brand names, the product names, features or anything mentioned in the Website are trademarks of the Company and are reserved to Trim City Ltd, and no right or license is granted to use or reference them in any means by anyone else
3. You acknowledge that you have no rights in the company or the technology used or supported by it other than the right to use it in accordance with these terms and conditions.
4. The company has full rights to take legal action if you violate or infringe the company's services including any or all parts of the website. You may not attempt to access the website services, network or systems in an unauthorized manner intending to cause damage or disruption to the business, to gather information intending to copy, reverse engineer or build a competitive product or to compromise the security or performance

#### **12. Governing law, jurisdiction and disputes**

1. The Contract including the terms and conditions (including any non-contractual matters) is governed by the law of England and Wales.
2. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
3. We try to avoid any dispute, so we deal with complaints in an effective way. Please refer the Feedback and Complains policy

### **13. Revision of Terms and Conditions**

1. The company reserves the right to update or remove any of the terms and conditions at any point without notice and will be effective immediately after it's available online.
2. It is advisable that the customer reads the terms and check for any updates at regular intervals. You should not access the site or use the services if you do not agree to these Terms and Conditions
3. You agree to provide your consent to abide by the terms by accessing the website after any revisions to the terms are posted on the website. Please note that these terms are legally binding on you
4. It must be noted that the revised terms and conditions supersede and replace any prior agreements or contracts.

### **14. Third Party Websites and Links**

1. There may be links to third party website or promotions displayed through the Trim City site. The company is not associated to these third parties and is not liable for any collaboration or exchanges made between you and such third parties. We are not responsible or liable for any loss or damage caused by using these sites
2. The company is not directly or indirectly responsible for any of these external third party links or websites or advertisements and do not control them. We would advise the users against accessing them or purchasing any products or services via these sites.

### **15. Availability**

1. Trim City services are available on desktop, mobile and tablet via [www.trimcity.london](http://www.trimcity.london).
2. We fully intend to provide and make available the site and its contents uninterrupted without any warranties or guarantees. If the services are not available due to maintenance or other reason, then the company will not be liable to you.
3. In order to access the site, it is your responsibility for making sure that there is appropriate systems, software and technology available, including web browser and adequate internet data
4. You must ensure there is appropriate anti-virus software installed while accessing the website. We are not liable for any damages that is caused by virus or bugs which infects your desktop or mobile device.

### **16. Website Content Policy**

1. The website is fully moderated by the Trim City content team and the content policy is applicable to any material which is contributed by you regardless of the type or kind.
2. You are fully responsible for any content or material that you provide to us. You must make sure that the information is correct and factual and does not breach any other intellectual property rights or copyrights. The company will not be accountable for the content provided by you.
3. All contents provided by you will be held by us and we will have the full rights to save and use it without any liability.

## **17. General Risks, Disclaimers and Excluding Liability**

1. As a customer, Trim City website must be used for personal and private use only and not for business activities.
2. Trim City will not be held accountable for any dispute that arises between the customer and the barber. All dispute resolution must be performed directly with the barber.
3. We will not be liable and do not provide any warranties for any actions or oversights of the barbers who provide their service to you or the quality of the services. By making a booking you acknowledge that the use of the services is at your own risk. Any contract related to the services is between you and the barber, not directly with Trim City.
4. We are not liable for loss or damage which was not reasonably foreseeable to both parties at the time when the Contract was made.
5. All the barbers are professional and vetted. We carry out extensive background check via third party services; therefore, we cannot guarantee the accuracy of the information. Customers are responsible for their belongings and personal safety and must be cautious and alert in order to protect themselves from unforeseen incidents
6. These terms does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of other legal obligations.
7. Trim City is not liable for any loss or damages caused to the customer's devices (desktop, mobile, or other device) or data by the use of our website or by any other virus or bugs; the customer will be fully responsible for any such damages. Customers must exercise caution while accessing any external links or downloading material from the website.
8. We are not liable for loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession

*These terms and conditions were last updated on 8th November 2020.*