

PRETTY HAIR BUYING GROUP LIMITED

MEMBER TERMS & CONDITIONS

1 Interpretation

- 1.1 "MEMBER" means the person or company who is registered with Pretty Hair Buying Group Limited "SUPPLIER" following acceptance by Pretty Hair Buying Group Limited ('the '), the supplier has agreed to provide services to, in accordance with these terms.
- 1.2 "MEMBERSHIP" means the period of time that the Member has paid for .
- 1.3 "SPECIFIED SERVICE" means the service provided by the supplier and set out in the literature provided with these terms.
- 1.4 "REGISTRATION FEE" means the one-off payment or monthly recurring payment made by the Member to the Supplier to cover administration and membership costs.
- 1.6 "MONTHLY PAYMENTS" means the payments due to the Supplier at monthly intervals throughout the Contract Term and thereafter until the agreement is terminated by either party in accordance with these terms.
- 1.7 "CONTRACT TERM" means the initial 3, 6, or 12 month period from the date when the Full Member signs the Application For Membership form, or registers online and makes a payment.

2 Agreement to these Terms

When applying for membership to the Supplier, the Member confirms that it has read and agrees to be bound by these Supplier Terms and Conditions. Upon membership being accepted, the Member will be provided with its own copy of the Suppliers Terms and Conditions by email and they should be retained for future reference.

3 Supply of the Specified Service

- 3.1 The Supplier shall provide the Specified Service to the Member subject to these terms.
- 3.2 The Supplier shall use its reasonable endeavours to provide the Specified Service within the advertised times.
- 3.3 The Supplier may at any time without notifying the Member make any changes to the Specified Service which are necessary to comply with any safety or other statutory requirements and/or which do not materially affect the nature or quality of the Specified Service.
- 3.4 Any other changes or additions to the Specified Service or to these Terms will be notified to the Member in writing by the Supplier in advance of those changes taking place.

4. Contract Term and Payments

- 4.1 Membership of Pretty Hair Buying Group Limited is for an initial Contract Term of 3, 6 or 12 months from the date of registering on line or signing the application form. A one-off Registration Fee is due on that date, followed by Monthly Payments a recurring payment method. The Supplier will raise invoices to reflect the Payments due for the Contract Term.
- 4.2 Following the expiry of the Contract Term, membership and payments will continue until either party terminates in accordance with these terms.
- 4.3 All charges quoted to the Member for the provision of the Specified Service are inclusive of VAT, for which the Member is liable at the prevailing rate, and these must be paid without deduction or set-off.
- 4.4 Should a Monthly Payment be late or remain unpaid during the Contract Term, the remaining Monthly Payments up to the end of the Contract Term will be due immediately, plus interest at a rate of 5%, and Pretty Hair Limited will suspend the Specified Service.
- 4.5 If overdue Monthly Payments are not received within 14 days of Pretty Hair Buying Group Limited requesting them, debt collection proceedings may be commenced and any fees incurred charged to the Member.

3. Warranties and Liability

- 5.1 Pretty Hair Buying Group Limited warrants to the Member that the Specified Services will be provided using reasonable care and skill as far as reasonably possible. Where the Supplier uses the service of any agent or third party (such as suppliers) the Supplier does not give any warranty, guarantee or indemnity in that respect.
- 5.2 Except in cases of death or personal injury caused by the Suppliers negligence, the Supplier shall not be liable to the Member by reason of any representation (unless fraudulent or negligent) for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Supplier or its agents or otherwise) which arise out of or in connection with the provision of the Specified Service and the entire liability of Pretty Hair Limited under or in connection with the Specified Service shall not exceed twice the amount of the Suppliers charges for the provision of the Specified Service, except as expressly provided in these Terms. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.
- 5.3 The Supplier shall not be liable to the Member or be deemed to be in breach of these terms by reason of any delay

in performing, or any failure to perform, any of Pretty Hair Limited obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond the Suppliers reasonable control, and time shall not be of the essence.

6 Termination of Membership

6.1 The Member may terminate the contract by giving 1 month's written notice to the Supplier. If notice is given during the Contract Term, the Member remains liable for the Monthly Payments for the remaining period of the Contract Term.

6.2 Either party may at any time terminate the contract by immediate written notice if the other commits any material breach of these terms or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

6.3 Upon termination of this contract for whatever reason all sums owed by the Member to Pretty Hair Limited shall become due and payable by the Member with immediate effect.

6.4 For the avoidance of doubt, if the Member breaches any of the terms of membership, the Membership Subscriptions Guarantee (clause 8) becomes null and void.

7 Insolvency of Member

7.1 This clause applies in the following circumstances:

7.1.1 The Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

7.1.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Members; or

7.1.3 The Member ceases, or threatens to cease, to carry on business; or

7.1.4 Pretty Hair Buying Group Limited reasonably believes that any of the above events is about to happen and notifies the Member accordingly.

7.2 If this clause applies then, without limiting any other right or remedy available to the Supplier, Pretty Hair Limited may cancel the Contract or suspend Membership, including access to its website and attendance at events and, if Monthly Payments are still due, they will become immediately payable notwithstanding any previous agreement or terms.

8 Membership Subscriptions Guarantee

8.1 The Supplier wishes for members to receive a return on their investment many times over through full involvement in the Specified Services, however, the Member retains responsibility for making the very most of the many opportunities membership offers.

8.2 At the end of the Contract Term, should a Full Member feel they have not received value for money, a full refund of the Monthly Payments (but not the Registration Fee) may be available subject to the following conditions being met and at the Suppliers discretion

8.2.1 'Expectations of Membership' must have been set and agreed with the Supplier at the time of joining (refer to Pretty Hair brochure available upon request)

8.2.2 The Member must have placed an order for product within the first 2 months of membership.

8.2.3 The Member must have attended at least 3 regional business meetings.

8.2.4 The Member must have reviewed their expectations against results within 6 months of the date of the Membership Agreement.

8.2.5 The Member must have contacted the Supplier in writing or approached its representative by month 3 and discussed its concerns and that discussion must have been formally minuted.

8.2.6 An action plan must have been jointly agreed by the Member and the Suppliers representative at this meeting, and that plan subsequently measured and reviewed regularly between both parties.

8.2.7 The Member must not have committed any breaches of these terms or of the membership contract.

8.3 Any request for a refund must be submitted in writing to Pretty Hair Buying Group Limited for consideration, documenting the above as proof that the conditions have been met.

9 General

9.1 Notices to the Supplier are to be sent to the registered address. Notices to the Member will be sent to the address on the application form, unless the Supplier is otherwise informed in writing.

9.2 No failure or delay by either party in exercising any of its rights under these terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.3 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

9.4 English law shall apply to this agreement, and the parties agree to submit to the jurisdiction of the English courts.

9.5 The Registration Fee includes one member account for the name on the on line Application.

9.6 Membership of Pretty Hair Buying Group Limited is corporate. All employees and representatives can enjoy the Benefits of membership, including access to the Suppliers website

9.7 Membership allows all a Member's personnel to access certain areas of the Suppliers website. This access will continue whilst payments are up to date. Should payments lapse, access may be suspended. If a Member decides to cancel Membership, access will stop.

9.8 The Supplier understands that email marketing is a useful tool, however, members are politely asked to keep email marketing to other members to a minimum and to include an 'opt-out' facility on every email. The Supplier reserves the right to suspend the Member's access to the Customer Relationship Management Program (CRM) website in the event of complaints, and complaints would constitute a breach of these terms.

9.9 As a Member of Pretty Hair Buying Group Limited the Member agrees to conduct themselves in a professional and business-like manner, treating other members with respect at all times. If the Supplier should receive a complaint about any Member's behaviour, it reserves the right to suspend membership. Such complaints would constitute a breach of these terms.

9.10 Membership of Pretty Hair Buying Group Limited is at the sole discretion of the Supplier and it reserves the right to refuse any application or terminate a membership.

10 Website Agreement

10.1 Pretty Hair Buying Group Limited will provide a advertising website page linked to its own main website to the member 2 weeks after the members registration.

10.2 The Supplier will provide the following services to the member, which are part of the membership package:

- A page with up to 8 images showcasing the members products and services including the members logo.
- Up to 500 characters to describe the members business.
- Contact information of the members business.
- Access to the Suppliers e-commerce listings

10.3 Maintenance of the members website can only be carried out by the Supplier and at its cost.

10.4 The member will inform the Supplier of any changes to the information on the website in writing.

10.5 The member will not be charged for the website as it is agreed that the monthly subscription shall cover any costs.

10.6 Failure to pay membership fees to the Supplier or cancellation of the membership will result in the website being removed.

10.7 Orders placed by customers via the members website will be passed to the Supplier to fulfil, should a product not be available the Supplier will not be held liable.

10.8 Selected products will be available for the "Click & Collect" service and will be available to the Members customers at no cost to the Member. Payment will be made on the Suppliers websites and the funds collected by the Supplier. The Supplier will send to the Member the proceeds of the sale after 21 days, minus a 5% administration fee, Shipping costs and VAT. The Member will be sent a monthly statement of all transactions for the previous month by email, 7 days after the months end.

10.9 Orders placed for "Click & Collect for customers who may order from the Member will be ordered in the normal ordering process.

10.10 All enquiries by customers who have purchased on the website will be dealt with by the Supplier. The Member must inform Pretty Hair Buying Group by email of all communication with customers who have purchased on-line.

10.10 The member will not put on the website any third part advertising scripts.

11 Force Majeure

11.1 Pretty Hair Limited shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.