# GENERAL TERMS AND CONDITIONS MAISON SISLEY LONDON

Updated on: July 2024

Our "Maison Sisley" salon boutique in London is located 61 South Audley Street, W1K 2QP, London.

## **1. IDENTITY OF THE SELLER**

The seller of the products and services offered in the "Maison Sisley" salon boutique or via the telephone is SISLEY UK Ltd, a limited company with share capital of £5.000, having its registered office at 33 Foley Street, 5<sup>th</sup> Floor, London, W1W7TL, United Kingdom, registered in England under the number 03499639 (hereinafter "SISLEY").

The products bearing the "SISLEY" and "HAIR RITUEL by SISLEY" trademarks (the "Sisley Products") are sold exclusively by authorised resellers through selective distribution networks.

The Sisley Products and other ancillary products (the "Other Products") distributed within the Maison Sisley or via the telephone (together, the "Products") are intended for the end consumer (natural persons not acting as traders) for their personal needs; any resale as is prohibited. SISLEY reserves the right to refuse any purchase of Products of an abnormal nature, such as purchases exceeding four (4) units per item and/or abnormally repeated purchases.

# 2. PURPOSE

These general terms and conditions (the "General Terms and Conditions") govern the sale of Products, as well as the sale and performance of care and well-being services (the "Services") within the Maison Sisley located in mainland England and/or via the telephone. They define all the rights and obligations of the customer (the "Customer") in this context.

#### **3. CONSUMER SERVICE – COMPLAINTS**

For any information, questions or advice in connection with Products purchased from a Maison Sisley or via the telephone and/or used in connection with the performance of Services, the SISLEY Consumer Service may be contacted:

- by writing to: SISLEY Consumer Services 33 Foley Street, 5th Floor, London, W1W7TL, United Kingdom,
- by telephone on 0808 189 7971 (no additional call charge). Our customer service team is available Monday to Thursday from 9 am to 5:30 pm and Friday from 9 am to 4 pm (no additional call charge),
- by e-mail to: <u>customerservicesuk@sisley-paris.com.</u>

Any complaints may be addressed to the SISLEY Consumer Service, which will ensure their processing.

For any information, questions or advice related to making an appointment, the Customer may contact maisonsisley.london@sisley.fr.

#### 4. YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES

In case of any dispute and/or complaint, the Customer has to write first to the SISLEY Consumer Services team (see section 3 above for contact details) who will do their best to resolve any problems with SISLEY or the Products and Services.

[If they cannot resolve your dispute then you may try and resolve the dispute without going to court by submitting a complaint to SISLEY through their website <a href="https://www.sisley-paris.com">https://www.sisley-paris.com</a>. If the Customer is not satisfied with the outcome, and assuming the complaint is not manifestly unfounded or abusive, can still go to court.]

These terms are governed by English law and wherever you, the customer, may live, you can bring claims against SISLEY in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against SISLEY in the courts of the country you live in. SISLEY can claim against you in the courts of the country you live in.

#### 5. PROVISIONS RELATING TO THE PERFORMANCE OF THE SERVICES

#### OPENING HOURS

The Services are performed exclusively by appointment, during the opening hours of the Maison Sisley: Monday to Saturday 10 am - 8 pm

# MODIFICATION AND CANCELLATION OF APPOINTMENTS

In the event of modification or cancellation of an appointment, it is imperative to contact the Maison Sisley no later than twenty-four (24) hours before the appointment. After this period, the reserved Service may be invoiced to the Customer in full.

## • DELAYS

For those Services carried out in person, Customers are asked to arrive fifteen (15) minutes before the start time of the Service (with the exception of Services scheduled to start at 10 a.m.).

In the event of delay attributable to the Customer, the Maison Sisley shall endeavour to provide the entire planned Service.

Nevertheless, if an appointment directly follows this, the Maison Sisley will be obliged to shorten the Service, so as not to delay all the following appointments.

If a Customer is more than fifteen (15) minutes late with respect to the start time of the Service, the appointment must be rescheduled.

## PRIVILEGE OFFERS

Privilege offers are offered for sale within the Maison Sisley (the "Privilege Offers"):

## PRIVILEGE OFFER 1

For an amount of  $\pounds$ 1,500, this offer entitles you to  $\pounds$ 1,650 of Services in the Maison Sisley. The balance may be used to purchase another Privilege Offer or a Service, by paying the difference with any means of payment accepted by the Maison Sisley. This offer may not be used to purchase Products.

## PRIVILEGE OFFER 2

For an amount of £2,500, this offer entitles you to £ 2,875 of Services in the Maison Sisley. The balance may be used to purchase another Privilege Offer or a Service, by paying the difference with any means of payment accepted by the Maison Sisley. This offer may not be used to purchase Products.

## 6. TERMS AND CONDITIONS OF PRIVILEGE OFFERS AND ANNUAL SUBSCRIPTIONS

These Privilege Offers and Annual Subscriptions are nominative and non-transferable, and valid only in the Maison Sisley located in mainland England.

These Privilege Offers and Annual Subscriptions are valid for twelve (12) months from the date of purchase.

Privilege Offers and Annual Subscriptions must be paid in full, prior to the performance of the first Service.

No refunds will be possible, except in cases of force majeure affecting the Customer's ability to receive the Services (illness, accident, moving house, job transfer, etc.) and upon presentation of proof.

#### 7. HEALTH

Customers undertake to inform SISLEY, prior to the performance of the Service, of any information on their state of health likely to have an impact on the performance of the Service (e.g. skin problems, pregnancy, breastfeeding, etc.), and for which they certify having seen a doctor and having no contraindications.

A consent form must be completed prior to the performance of any Service.

According to the health context, SISLEY's treatments are orchestrated carefully in order to guarantee the highest standards of safety and hygiene. To that extent, the treatment rooms are sanitised before each treatment.

#### 8. MINORS

Minors over 15 years of age may benefit from the Services (with the exception of Cellular Bio-stimulation and LED treatments reserved for adults), if they are accompanied by their legal guardian.

## 9. SPECIFIC CARE / PRESENCE OF AN ACCOMPANYING PERSON

For safety reasons, Services on persons requiring specific care may only be carried out in the presence and with the help of an accompanying person.

#### **10. GIFT VOUCHERS**

#### GENERAL

Gift vouchers may be offered for sale in the Maison Sisley, allowing the purchase of Services and Products (the "Gift Vouchers").

Maison Sisley Gift Vouchers offered for sale on the <u>https://www.sisley-paris.com</u> (the "Website"), operate under the same terms and conditions as Gift Vouchers purchased in a Maison Sisley.

Gift Vouchers can only be used in Maison Sisley located in mainland England.

They can be used more than once.

#### TERMS OF USE

Gift Vouchers may be used one (1) year from the date of purchase (or the date of dispatch if the Gift Voucher was purchased on the Website). They are nominative.

If the Gift Voucher is not used within the deadlines indicated thereon, neither the purchaser nor the beneficiary of the Gift Voucher may claim a refund, even partial, or exchange, or any monetary consideration in any form whatsoever (including giving change).

## 11. PRICE AND PAYMENT

Payment for the Products and/or Services in the Maison Sisley are made in Pounds Sterling in cash or by bankcard belonging to one of the CB, Visa, Mastercard or American Express networks. Payment by cheque and bank transfer are not accepted. Please note that:

- cash payments are limited to the sum of € 1,000 for UK residents and less than € 10,000 for non-residents,
- electronic money payments above € 10,000 proof of identity and contact details will be automatically be required.

Maison Sisley may request the presentation of official and valid proof of identity, if necessary, when making payment.

Similarly, the presentation of a valid identity document may be required for any payment by bankcard above £1,000 and for any payment by strip card, regardless of the amount.

Payments via the telephone are made through a secured link provided by SISLEY to the Customer phone number, enabling the Customer to have full access to these General Terms and Conditions, to proceed for payment and then receive an email confirmation of the order.

## 12. EXCHANGE AND REFUND

Only Product purchased in a Maison Sisley or via the telephone may be returned to the Maison Sisley of the place of purchase, in its original packaging complete, intact and in perfect condition for resale within one (1) month from the purchase and upon presentation of the receipt, for exchange (subject to the stock available in the Maison Sisley) or refund at the choice of the Customer. Any Product that has been opened, damaged or whose original packaging has been damaged, will not be refunded, returned or exchanged.

The refund shall be made using the same means of payment as that used for the purchase. Products paid for by bankcard will be refunded to the bank card used for the purchase. Products paid for through a Gift Voucher cannot be returned or exchanged.

Privileges Offers, Annual Subscriptions and Gift Vouchers are non-exchangeable and non-refundable.

#### **13. LEGAL WARRANTY OF COMPLIANCE AND HIDDEN DEFECTS**

For all Products purchased within a Maison Sisley or via the telephone, we honour our legal duty to provide you with Products that are as described and that meet all the requirements imposed by law. If you think there is something wrong with your Product, you must either bring it into one of our stores or contact our Consumer Services Team using those details set out at section 3 above.

#### 14. PERSONAL DATA

Personal data of the customer may be collected during their purchases of Products and/or Services in the Maison Sisley or via the telephone. SISLEY may collect, use, store and transfer different kinds of personal data about the customer including name, address, phone number, etc.

In compliance with the law and the obligation of legal basis for any processing, SISLEY uses different methods to collect data from and about the customer including your interactions with SISLEY including filling out forms and providing details in store.

The information collected is subject to computer processing intended for the management and monitoring of the customer relationship, including loyalty actions, the development of statistics and commercial actions concerning the products and services of SISLEY.

This data will be kept for a maximum of three years from the date of your last purchase/contact.

Data may be transmitted to service providers acting on behalf of SISLEY and selected for their expertise, subject to having obtained a commitment and guarantees on their ability to meet security and confidentiality requirements. In the case of a transfer of personal data outside the UK, SISLEY ensure a similar degree of protection is afforded to it by ensuring that the transfer shall be based on the following safeguards:

- On a decision of the UK acknowledging that the country receiving the data provides an adequate level of protection due to its domestic legislation or international commitments, or
- On specific standard contractual clauses approved for use in the UK which give the transferred personal data the same protection as it has in the UK.

In accordance with the applicable regulations on the protection of personal data (in particular the GDPR and the UK Data Protection Act 2018), Customers have a right of access, rectification, erasure and portability on their personal data and a right to restrict or object to the processing, as well as the right to withdraw their consent at any time, by sending an email to <u>customerservicesuk@sisley-paris.com</u> or by writing to : SISLEY – Consumer Services – 33 Foley Street, 5th Floor, London, W1W7TL, United Kingdom

The Customer also has the right to lodge a complaint with a competent supervisory authority.

The Customers who communicate their telephone contact details are informed that they may register on the telephone preference list.

## 15. MY SISLEY CLUB LOYALTY PROGRAMME

Any purchase of a Sisley Product in the Maison Sisley or via the telephone enables the Customer to become a member of the My Sisley Club loyalty programme. To do this, simply fill out the contact form available at reception.

As the My Sisley Club loyalty programme is paperless, no membership card is issued.

The loyalty programme allows each member to:

- accumulate points when purchasing Sisley Products in the Maison Sisley (excluding Services and Other Products) or on the SISLEY website, or by leaving a comment on the Product or Salon & Spa pages of the SISLEY website,
- and to have other occasional or recurring advantages in the Maison Sisley or on the SISLEY website.

The terms and conditions of the My Sisley Club loyalty programme are readily available on the SISLEY website under the heading "My Sisley Club loyalty programme".

## 16. CCTV

In order to guarantee the safety of people and property, the Maison Sisley are equipped with a video surveillance system with recording. The images may be viewed, in the event of an incident, by the authorised personnel of SISLEY and by the police or any competent authority.

## 17. PETS

Pets are not allowed in the Maison Sisley for reasons of hygiene.

## **18. LOSS OR THEFT**

Customers can, if they so wish, leave their personal belongings in the compartments provided for this purpose. However, the Maison Sisley cannot be held liable in the event of loss or theft of the Customer's personal belongings.

## **19. INSURANCE**

SISLEY has taken out third-party liability insurance covering the activities of the Maison Sisley with Hiscox Insurance Company Limited Registered address 22 Bishopsgate London EC2N 4BQ United Kingdom. Company registration Registered in England number 00070234.

## 20. AVAILABILITY OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are available at the reception desk and online.