

Terms and Conditions

Coco Star Spa Parties

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Coco Star. Terms and Conditions

These terms and conditions relate to services provided by Coco Star Spa Parties.

1. Definitions

The terms herein shall be given the following meanings:

1.1 Coco Star means Coco Star Spa Parties

1.2 Client means the person, company or organisation for whom the Services have been requested

1.3 Booking means period during which Freelance Staff provide beauty and wellbeing Services for the Client as agreed in advance through a Client Booking Form or contract.

1.4 Service' means the Service/s requested by the Client via the Booking Form, phone or email.

1.5 Freelance Staff means any person who is supplied by Coco Star with a view to carrying out Services for or on behalf of Coco Star.

1.6 Individual' means the individual guest/employee of the Client attending the booking who has requested the Service.

1.7 Premises' means the Service location address as provided by the Client.

1.8 Deposit means non-refundable amount to confirm and administer the Booking.

2. The Provision

2.1 Coco Star shall provide insured Freelance Staff to the Client at the Premises for the agreed period.

2.2 Coco Star shall instruct the Freelance Staff to provide the Service as requested by the Client and attend to the requirements of each individual who requires the service exercising proper professional skill and diligence in the rendering of the Service.

2.3 Coco Star will do its utmost to ensure the completion of the Booking in its entirety. If any Freelance Staff are unable to perform the Booking due to sickness, Covid-19 related reasons, injury or any other reason then Coco Star will use reasonable endeavours to fulfil its obligation by providing alternative Freelance Staff. This may involve the Client/Individual changing their treatment choices. If an alternative treatment is provided, no refund will be given on the treatment. Should any part of the Booking not be fulfilled, Coco Star will deduct on a pro-rata basis the cost of the unfulfilled portion of the Booking.

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2.4 If a Force Majeure event does occur (an extraordinary event or circumstance beyond Coco Star's or Staff control), Coco Star agrees to notify the client as soon as practicable and Coco Star has the right to cancel the Booking. Where Services have been paid for in advance but have not been rendered, the Client will be offered an alternative date or will be entitled to a refund from the date of cancellation for all such Services minus the deposit.

2.5 The Freelance Staff reserves the right not to provide the Service for any Individual they deem unfit to receive such Service. Including but not limited to:

- Broken skin or lesions
- Any medical conditions not mentioned at the time of reservation
- Failure to meet Covid-19 screening criteria as outlined by Coco Star prior to treatment

2.6 Coco Star will endeavour to provide first treatment choices for all Individuals. Occasionally Coco Star may ask an Individuals to provide a 2nd choice treatment. Some treatments may also be altered/affected in order to fulfil Covid-19 health and safety requirements.

3. Data Protection

3.1 All information disclosed by the Client and Individuals in connection with Coco Star's Services will be treated by Coco Star as confidential and shall not without prior written consent of the Client/Individual be divulged to any person other than (on a confidential basis) those persons to whom it is necessary to supply such information.

3.2 Coco Star will not contact the Client for marketing purposes by email, phone or text message unless the client has given prior consent. Coco Star will not contact the Client for marketing purposes by post if the Client has indicated that they do not wish to be contacted. The Client can change their marketing preferences at any time by contacting Coco Star by email: info@CocoStar.biz

3.3 Coco Star operates an equal opportunities policy which means that any Individual, Client, Freelance Staff or Employee will not be discriminated against on the basis of racial, ethnic or national origin, gender, marital status, disability, sexual orientation, age or religious beliefs.

4. Staff

4.1 Staff are required to act in a professional and respectable manner at all times.

4.2 Freelance Staff are not employees of Coco Star.

4.3 The Staff may be entitled to pre-scheduled breaks during the course of the Booking depending on length of booking. These may be taken as individual breaks or as a single break depending on arrangements with the Client.

4.4 Staff follow strict Covid-19 related health and safety protocols as per Government guidelines.

5. The Client's Obligations

5.1 The Client must provide a suitable area for the Service to take place and a contact person for Coco Star to liaise with.

5.2 The Client is responsible for making the Staff aware of any health and safety policies and practices relating to at the Premises and that the Staff must adhere to whilst on the Premises.

5.4 The Client will ensure that Individuals arrive in time for their treatments. The Staff will make every effort to accommodate any changes due to lateness but in such an event Coco Star will have no liability for any loss of treatment time.

5.5 The Client is responsible for providing an accurate address and relevant contact details for the Booking. Coco Star will have no liability for any loss of treatment time due to inaccurate address information.

5.6 Should the Client require more treatments on the day, no other extra treatments may be given unless arranged with Coco Star.

5.7 The Client agrees to agree to hold Coco Star harmless from and against all claims, injuries, suits and damages arising out of the performance by the Coco Star Staff assigned to the client's booking.

6. Payment By The Client

6.1 The agreed fee for the Services is as shown on the Booking Form/ Client contract.

6.3 All fees will be pre-paid before the Booking unless it is a Corporate Booking in which payment terms will be set out in the contract.

6.4 The Booking deposit payment is a non-refundable fee and covers the cost of accepting and administering the Booking.

6.5 Coco Star reserves the right to charge interest on all payments made after the due date at a rate not exceeding three percent per annum above the base rate of HSBC Bank plc from time to time, interest to be calculated on a daily basis until satisfaction of any Judgment Debt or payment in full (whichever is later).

7. Cancellations and Charges

7.1 Once a booking form has been accepted or Client contract issued, cancellations will incur the following charges:

- Cancellations made with 7 days' notice or more – 100% refund excluding deposit.
- Cancellations made with less than 7 days' notice – 50% refund excluding deposit.
- Cancellation of Individual Service with less than 7 days' notice - no refund.

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7.2 Coco Star reserves the right to cancel the provision of the Service without notice in case of the illness, Covid-19 related reasons of Freelance Staff or other circumstances beyond its control. Coco Star shall make reasonable attempts not to cancel the Service but the Client acknowledges that it may not be possible for an alternative Freelance Staff to attend the Booking. In this circumstance the Client will be offered an alternative day, or a full refund will be issued for treatments not received.

7.3 Any refunds due will be repaid back to the original payment method within 10 days of the cancellation date.

7.4 Client/Individual should speak to the Freelance Staff directly at the Booking to resolve the issue.

8 Complaints and Refunds

8.1 If a Client/Individual has received a treatment that does not meet expectations, the client should speak to the Staff directly at the Booking to resolve the issue.

8.2 If the Client/Individual is still dissatisfied after having spoken to the Freelance Staff, the Client/Individual will need to contact Coco Star as soon as possible so that appropriate action or a refund can be discussed. Supporting evidence such as photographs may be requested. In order to be considered for a refund Coco Star requires notification of the dissatisfaction within 5 days of the treatment having taken place.

9. Liability and Insurance

9.1 Coco Star is not responsible for any act or omission of the Freelance Staff or for any negligence on their part.

9.2 Coco Star shall not be liable to the Client for any loss, injury, damage, expense or delay suffered by the Client or the Staff. This exclusion shall extend (but not be limited) to the consequences of any act or omission (whether wilful, negligent, reckless, dishonest or otherwise) which takes place during the Booking on the part of the Freelance Staff or the Client. The Client acknowledges that Coco Star's fees are set on the basis that it has no such liability.

10. Amendments

10.1 Coco Star may update these terms from time-to-time by posting a new version on the Coco Star website. You should check this web page occasionally to ensure you are happy with any changes.

11. Jurisdiction

11.1 These conditions and any contract into which they are incorporated shall be subject to English Law and the exclusive jurisdiction of the Courts of England.