

TERMS AND CONDITIONS FOR SASSOON STREAMING

1. Welcome to Sassoon Streaming

Sassoon Streaming is a service provided by Haircare Ltd (a company registered in England and Wales under Company Registration Number 02336232 and whose registered office is at First Floor Lynchgate House, Cannon Park Shopping Centre, Canley, Coventry CV4 7EH) trading as Sassoon Academy (“Sassoon”, “we” or “us”) under licence from Procter and Gamble. These terms and conditions apply to the use of this website (the “Site”) and by accessing the Site and/or placing an order you agree to be bound by the terms and conditions set out below. Please read them carefully. If you do not agree to be bound by these terms and conditions you may not use the Site.

2. Your Account

- 2.1. If you use the Site, you are responsible for maintaining the confidentiality of your account username and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities undertaken using your account username and/or password and you agree to treat such information as confidential. You must not disclose these details to any third party.
- 2.2. We have the right to disable any account username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 2.3. If you know or suspect that anyone other than you knows your account username or password, you must promptly notify us.
- 2.4. Please ensure that all details you provide to us are correct and complete. You must inform us immediately of any changes to the information that you provided when registering.
- 2.5. All data and information you provide to us will be processed in accordance with our [Privacy Policy](#)
- 2.6. We reserve the right to refuse access to the Site, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.
- 2.7. To use Sassoon Streaming, you will need a device that meets the system and compatibility for the relevant content, which may change from time to time, working internet access and compatible software. Your ability to use Sassoon Streaming may be affected by these factors. Such system requirements are your responsibility.
- 2.8. You may incur access or data fees from third parties (such as your internet provider or mobile carrier) in connection with your use of Sassoon Streaming and such fees are your responsibility.

3. Licence for access to the Site

- 3.1. We grant you a limited licence to access and make personal use of the Site. Such licence does not permit you to make downloads from (other than page caching) or to modify the Site, or any portion of it except with our express written consent. This licence does not permit you to:
 - 3.1.1. resell or make any commercial use of the Site or its contents; or
 - 3.1.2. collect and use any product listings, descriptions, or prices; or
 - 3.1.3. download or copy account information for the benefit of any other person or entity; or
 - 3.1.4. use data mining, robots, or similar data gathering and extraction tools.
- 3.2. No part of the Site may be reproduced, copied, duplicated, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

- 3.3. You may not use Sassoon Streaming in conjunction with any stream capture, ripping or other software to record or copy any content and you may not use Sassoon Streaming as part of any service for sharing or multi-person use.

4. Your conduct
 - 4.1. You must not use the Site in any way that causes, or is likely to cause, the Site or access to it to be interrupted, damaged or impaired in any way.
 - 4.2. You must not use the Site:
 - 4.2.1. to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; and/or
 - 4.2.2. in breach of copyright, trade mark, confidence, privacy or any other right; and/or
 - 4.2.3. to cause annoyance, inconvenience or needless anxiety to any person; and/or
 - 4.2.4. in a manner which:
 - 4.2.4.1. is otherwise injurious to third parties;
 - 4.2.4.2. is objectionable; or
 - 4.2.4.3. consists of, or contains, software viruses, political campaigning, commercial solicitation, mass mailings or any 'spam'; and/or
 - 4.2.5. for fraudulent purposes, or in connection with a criminal offence or other unlawful activity.

5. Viruses
 - 5.1. We do not guarantee that the Site or any content streamed from it will be secure or free from bugs or viruses.
 - 5.2. You are responsible for configuring your information technology, computer programmes and platforms to access the Site. You should use your own virus protection software.
 - 5.3. You must not:
 - 5.3.1. misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful; and/or
 - 5.3.2. attempt to gain unauthorised access to the Site, the server(s) on which the Site is stored or any server, computer or database connected to the Site; and/or
 - 5.3.3. attack the Site via a denial-of-service attack or a distributed denial-of service attack.By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

6. Intellectual Property
 - 6.1. All brand names, product and service names, titles, logos and copyright used in and on the Site are trade marks, trade names, service marks or copyrights of their respective holders. No permission is given by us for their use by any person other than the said holders and such use may constitute an infringement of our rights.

- 6.2. You may not use any meta tags or any other hidden text utilising any of our names or trade marks without our express written consent.
- 6.3. All designs, text, graphics, images (and all other intellectual property rights) and their selection, layout and arrangement on the Site are the property of Sassoon or its content providers. Any other use of materials on the Site without our prior written consent is strictly prohibited. All printed material is the property of Sassoon and cannot be reproduced without our specific written permission.
- 6.4. You shall not use the names Vidal Sassoon, Vidal, Sassoon or Sassoon Academy or any similar variation thereof and all intellectual property rights in those names are the property of Sassoon.

7. Our contract

- 7.1. Your order is an offer to buy content from us. There will be no contract of any kind between you and us unless and until we actually confirm that your order is accepted. At any point up until then, we may decline to make available the content to you without reason. At the moment that the order is accepted, a contract will be made between you and us and you will be charged for the content using the payment method as set out in your order.
- 7.2. Non-acceptance of an order may be for any reason, including (without limitation):
 - 7.2.1. Our inability to obtain authorisation for your payment; or
 - 7.2.2. A pricing or product description error; or
 - 7.2.3. You not meeting the criteria set out in these terms and conditions to be eligible to order.
- 7.3. Once an offer has been accepted and payment has been taken, the ordered content will be available for you to stream for the period of time applicable to your order as set out in the pricing list referred to below.

8. Pricing

- 8.1. All prices are inclusive of any applicable local taxes and value added tax or goods and services tax or like tax unless otherwise stated and our current pricing list is [here](#).
- 8.2. Please note that prices may vary from our published price list from time to time but the correct price will be applied when you select content and add it to your “basket”.
- 8.3. We reserve the right to amend the pricing list from time to time and when we do so the link to the pricing list (in paragraph 8.1) will be updated.
- 8.4. Although you may select to pay for your orders in either GBP (British Pounds Sterling) or USD (US Dollars), the default price for orders where you have selected a location in the United States of America or Canada will be the price shown on the pricing list in USD (US Dollars) and the default price for orders placed where you have selected a location outside of the United States of America or Canada (or where you have not selected a location) will be the price shown on the pricing list in GBP (British Pounds Sterling).
- 8.5. You may not create and/or publish your own database that features substantial parts of the Site (e.g. our prices and product listings) without our express written consent.

9. Returns

All sales are final and no returns/replacements/refunds are available for Sassoon Streaming & eBooks.

10. Age restrictions

In order to use Sassoon Streaming, you must be at least 18 years of age or be supervised by a parent or legal guardian.

11. Electronic communications

When you visit the Site or send emails to us, you are communicating with us electronically. We communicate with you by email or by posting notices on the Site. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. Alteration of Service or Amendments to these Terms and Conditions

We may amend these terms from time to time. Every time you wish to use the Site, please check these terms to ensure you understand the terms that apply at that time. You will be subject to the policies and terms and conditions in force at the time that you use the Site or that you place an order with us, unless any change to those policies or these terms and conditions is required to be made by law or government authority (in which case it may apply to orders previously placed by you). If any of these terms and conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

13. Losses

13.1. We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the Site or when a contract of sale by us to you was formed. We do not limit in any way our liability by law for death or personal injury caused from our negligence or breach of duty or caused by our gross negligence or wilful misconduct.

13.2. Without limitation to the generality of the foregoing, we shall not be liable to any person for any loss or damage, which may arise:

13.2.1. from the use of any of the information contained in any of the materials on the Site;

and/or

13.2.2. as a result of cancellation or postponement of any service or product; and/or

13.2.3. as a result of your use of your own computer equipment or relevant device or hardware.

13.3. We have taken every care in the preparation of the content of the Site, however we cannot guarantee uninterrupted and totally reliable access to the Site, and therefore cannot guarantee that the information will always be completely up to date and free of mistakes. To the extent permitted by applicable law, Sassoon disclaims all warranties, express or implied, as to the accuracy of the information contained in any of the materials on the Site and will accept no liability for any loss or damage arising as a result of problems with access.

14. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these terms and conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

15. Waiver

15.1. A waiver of any right or remedy by us is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default by you.

15.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

15.2.1. waive that or any other right or remedy; nor

15.2.2. prevent or restrict the further exercise of that or any other right or remedy.

16. Governing law and jurisdiction

These terms and conditions are governed by and construed in accordance with the laws of England and Wales, and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree, as we do, to submit to the non-exclusive jurisdiction of the English courts.

CUSTOMER SERVICE

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