

Membership Terms and Conditions

1. Membership

1.1 By joining the Michal Gabriel Beauty and Brow Membership, you agree to comply with these Terms and Conditions of your Membership and the then-current Membership Rules as may be amended by MICHAL GABRIEL Beauty and Brow from time to time at its discretion throughout your period of Membership.

1.2 You will only be permitted to use the MG Beauty and Brow's Membership provided it is current and fully paid up.

2. Duration

2.1 When you join the Salon, you agree to remain a member for a minimum of 6 or 12 months from the start date of your first payment (subject to your agreed signed period at the time of joining the membership) (the "Commitment Period"). As you pay your Membership amount weekly/fortnightly/monthly, your Membership will continue automatically after the Commitment Period end date at the fee rate applicable to your Membership type at that date. Your Membership may be terminated by giving one calendar month's notice in writing as set out below.

3. Membership Fees

MICHAL GABRIEL Beauty and Brow will set the level of Membership fees and will review such fees periodically. MICHAL GABRIEL Beauty and Brow reserves the right to change the level of fees from time to time but guarantees that the level of your Membership fees will not increase during your Commitment Period. We will give you at least 30 days' written notice of any changes to the levels of Membership fees.

4. Default and Late Payment

All default and Late Payments will be dealt directly with the direct debit company Aglow. Aglow will charge any late payment fees applicable to them. All payment issues will need to be addressed directly with Aglow. Aglow may charge ongoing fees/ establishing fees / late payment fees; please refer to their terms and conditions.

5. Direct Debit and Payment schedual

All payments are to be carried with and dealt with Aglow / Payleadr you can contact them on EMAIL: support@getaglow.co PHONE: 1300 585 130

6. Suspension of Membership

If you are unable to make use of your Membership by reason of illness or injury, you may suspend your Membership for one continuous period of at least one month and a maximum of 3 months. To suspend your Membership, 30 days written notice must be given to MICHAL GABRIEL Beauty and Brow, and we shall have the right to request a Doctor's certificate to confirm your illness or injury. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period of suspension. Notice to terminate Membership cannot run concurrently with a suspension period.

7. Termination

You may terminate this agreement in the following circumstances:

7.1 Notice: You may terminate your Membership by giving MICHAL GABRIEL Beauty and Brow at least one calendar month's written notice which shall expire either on the Commitment Period end date or at the end of the immediately following calendar month. Cancelling your direct debit instruction for the payment of fees is not sufficient and does not constitute service of written notice;

7.2 Medical: You may terminate this agreement by giving MICHAL GABRIEL Beauty and Brow at least one calendar month's written notice if you are unable to use the Salon through severe illness or injury likely to preclude you from using the Salon for a period of at least six calendar months.

We reserve the right to require reasonable evidence of your illness or injury - e.g. Doctor's certificate before we accept notice of termination in these circumstances;

7.3 Relocation: if you move outside of a 50km radius of the location of the Salon within the Commitment Period and you decide that it is not practical for you

to attend the Salon. You shall be entitled to terminate this agreement by giving MICHAL GABRIEL Beauty and Brow at least one calendar month's written notice which shall expire at the end of the immediately following calendar month. Proof of new address, such as utility or council tax bill to be provided simultaneously with the written notice of termination.

7.4 Redundancy: If you are made redundant from your main employment, you may cancel your Membership by providing a redundancy letter with a written notice to the Salon Manager, who will evaluate your cancellation request. The Membership will terminate one calendar month following the acceptance of cancellation.

8. Safety Notices

8.1 Abusive language, threatening or violent behaviour, abuse of facilities, use of alcoholic or illegal substances, and smoking at the Salon may result in suspension or termination of your Membership with the full membership fee for the remainder of the Commitment Period declared due and payable.

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9. Sale of Salon

9.1 In the event of the sale or disposal of the Salon to another company or to any other person, we may transfer your Membership to the new owner. In such circumstances, you will continue as a member of the Salon and continue to pay your membership fees provided. No changes to these terms or the Salon rules having a material adverse effect on your use of the Salon are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

10. Notices

Notices from you to the Salon or MICHAL GABRIEL Beauty and Brow must be in writing and addressed to the manager at the Salon. MICHAL GABRIEL Beauty and Brow reserves the right to require evidence of posting or delivery where it has no record of receipt, or the date of any notice appears inconsistent with the date of receipt. In these cases, the notice will be deemed not given unless such evidence is produced. Any notice handed to personnel at the Salon must be receipted. Notices from MICHAL GABRIEL Beauty and Brow to you will be posted to you at your address in the membership records.

APPLICATION DECLARATION - BEFORE SIGNING THE MEMBERSHIP, PLEASE READ THE TERMS SET OUT BELOW AND ABOVE

I confirm that all of the above information is correct and wish to apply for a Membership under the standard terms and conditions which I have read and accepted. In particular, I understand the following will apply to my Membership of the Salon:

1. I acknowledge that my initial Membership of the Salon is from the day I sign with Aglow and will continue for a minimum of 12 months period (the "Commitment Period") (subject to extension if suspended by reason of my illness or injury) and agree to pay the membership fees in full due to the respect of this Commitment Period.
2. My Membership will continue automatically after the end of the Commitment Period unless notice is given as required under the standard terms and conditions. After the end of the Commitment Period, I may terminate my Membership by giving at least one calendar month's notice in writing so that my Membership terminates at the end of the calendar month after notice was given; if notice is given in March, my Membership will terminate at the end of April.
3. I may request suspension by reason of illness and/or injury for one continuous period of at least one month and a maximum of 3 months. I understand 30 days' written notice must be given to the Salon, and the Salon has the right to request a doctor's certificate. Any suspension during the Commitment Period will extend the length of the Commitment Period by the duration of the period of suspension.
4. I understand the risk of injury from Salon treatments, and a Team Member using any Salon equipment is significant. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown.