

Terms & Conditions

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you). We are 7 Purple Feathers Ltd whose trading name is 7 Purple Feathers Ltd a company registered in England and Wales under number 13550621 whose registered office is at 86-90 Paul Street, London, EC2A 4NE with email address hello@7purplefeathers.com; (the Supplier or us or we).
2. These are the terms on which we sell all Services to you. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old. If you are under 18 years of age, written permission will be required from a parent or legal guardian for you to attend on your own. Anyone under the age of 14, should be accompanied by a parent or legal guardian

Interpretation

3. Consumer means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;
4. Contract means the legally-binding agreement between you and us for the supply of the Services;
5. Delivery Location means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
6. Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. Goods means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. Order means the Customer's order for the Services from the Supplier as submitted following the step-by-step process set out on the Website;
9. Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website;
10. Services means the services advertised on the Website, including any Goods, of the number and description set out in the Order;
11. Website means our website www.7purplefeathers.com on which the Services are advertised.

Services

12. The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied.
13. In the case of Services and any Goods made to your unique requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
14. All Services which appear on the Website are subject to availability.
15. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

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Customer Responsibilities

16. You must cooperate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
17. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

18. We retain and use all information strictly under the Privacy Policy.
19. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

20. The description of the Services and any Goods on our website does not constitute a contractual offer to sell the Services or Goods. At 7 Purple Feathers Ltd, we maintain the right to exercise discretion in accepting orders, and we may decline orders without providing a specific reason.
21. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
22. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract, and before the performance begins of any of the Services.
23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 1 day from its date unless we expressly withdraw it at an earlier time.
24. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
25. We intend that these Terms and Conditions apply only to a Contract you entered as a Consumer.

Fees and Payment

26. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges are that set out on the Website at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
27. Fees and charges include VAT at the rate applicable at the time of the Order and VAT is only charged if applicable
28. You must pay immediately to allow you to place your order via the website or on the invoice for bespoke sessions agreed offline

Delivery

29. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period
30. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
31. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this but only if the goods are damaged
32. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
33. If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
34. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

35. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you
 - i.

Withdrawal and cancellation

36. At 7 Purple Feathers Ltd, we maintain the right to exercise discretion in accepting clients, and we may decline clients without providing a specific reason. If you need to reschedule an appointment, it is your responsibility to notify us at least 24 hours prior to the scheduled appointment time.
37. All appointments missed by the client are non-refundable. If required, appointments must be rescheduled by the client at least 24 hours prior to the appointment start time, otherwise, the client will still be charged, in full. All sessions are to be paid in full, at the time of booking. No guarantees are offered.
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Right to Cancel

38. This is a distance contract (as defined below) which has the cancellation rights (Cancellation Rights) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods and services (with no others) in the following circumstances:
 - a. goods that are made to your specifications or are clearly personalised

- b. goods which are liable to deteriorate or expire rapidly
- 39. The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier, indicated by you, acquires physical possession of the last of the Goods.
- 40. In a contract for the supply of services only (without goods), the cancellation period will expire 7 days from the day the Contract was entered into.
- 41. In a contract for the supply of goods over time (ie subscriptions), the right to cancel will be 7 days after the first delivery.
- 42. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear sending an email to hello@7purplefeathers.com. In any event, you must be able to show clear evidence of when the cancellation was made
- 43. To meet the cancellation deadline, it is sufficient for you to send your email concerning your exercise of the right to cancel before the cancellation period has expired.

Commencement of Services in the cancellation period

- 44. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.

Effects of cancellation in the cancellation period

- 45. Any contracts cancelled after the 7 days will not be refunded. Contracts cancelled within the 7-day cancellation period will be subject to a 20% cancellation fee to cover any incurred costs

Payment for Services commenced during the cancellation period

- 46. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Contract. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract.
- 47. Cancellation period costs
 - a. If cancelled on day 1 of the cancellation period - a 10% cancellation fee will be charged
 - b. If cancelled on day 2, 3 or 4 of the cancellation period - a 15% cancellation fee will be charged
 - c. If cancelled on day 4,5 or 6 of the cancellation period - a 20% cancellation fee will be charged
 - d. If cancelled on day 7 of the cancellation period - a 25% cancellation fee will be charged
 - e. If cancelled after day 7 of the cancellation period - a 100% cancellation fee will be charged

Timing of reimbursement

- 48. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:
 - a. 14 days after the day we receive back from you any Goods supplied, or
 - b. (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.
- 49. If we have offered to collect the Goods or if no Goods were supplied or to be supplied (ie it is a contract for the supply of services only), we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.
- 50. We will make the reimbursement using the same means of payment you used for the initial transaction

Returning Goods

- 51. If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods to the return address on the packing slip no later than 14 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear the cost of returning the Goods.
- 52. For the purposes of these Cancellation Rights, these words have the following meanings:
 - a. distance contract means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded
 - b. sales contract means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.

Conformity

- 53. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
- 54. Upon delivery, the Goods will:
 - a. be of satisfactory quality;
be reasonably fit for any particular purpose for which you buy the Goods
 - b. conform to their description

55. It is not a failure to conform if the failure has its origin in your materials. We will supply the Services with reasonable skill and care.
56. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

57. The Contract continues as long as it takes us to perform the Services.
58. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
 - a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - b. is subject to any step towards bankruptcy or liquidation.
59. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Successors and our sub-contractors

60. Either party can transfer the benefit of this Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

61. In the event of any failure by a party because of something beyond its reasonable control:
 - a. the party will advise the other party as soon as reasonably practicable; and
 - b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

Privacy

62. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
63. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy
64. For the purposes of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
 - b. 'GDPR' means the UK General Data Protection Regulation.
65. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
66. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only Process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
67. For any enquiries or complaints regarding data privacy, you can email hello@7purplefeathers.com.

Excluding liability

68. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

69. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

70. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
71. We try to avoid any disputes, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We aim to respond with an appropriate solution within 7 working days.

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