

## L'ORÉAL (U.K.) LIMITED PROFESSIONAL PRODUCTS DIVISION - EDUCATION ACCESS - TERMS OF SALE AND PURCHASE

These terms of sale and purchase, together with our Privacy Policy and our Website Terms and Conditions, ("**Terms**") govern our relationship with you if you order any education courses ("**Education Courses**") via either our Site ("<https://loreal-ppd.docebosaas.com/uk>"), a telephone call to a L'Oréal Academy, via email (to [coursesuk@loreal.com](mailto:coursesuk@loreal.com) or such other email address as may be advised by us), or in person at a L'Oréal Academy (a "**Pay by Link Order**").

In these Terms:

- "**L'Oréal**", "**we**", "**us**" or "**our**" refer to L'Oréal (U.K.) Limited, acting through its Professional Products Division.
- "**Purchaser**" or "**you**" shall mean you, the person who is purchasing on behalf of a salon client of L'Oréal's who browses our Site and/or orders any Education Courses either via our Site, a telephone call to a L'Oréal Academy, an email, or in person at a L'Oréal Academy.

Any order of Education Courses offered via our Site shall require that you acknowledge and expressly agree to these Terms by ticking the dedicated box during the order process.

Pursuant to applicable laws and regulations, you confirming an order as set forth under these Terms shall qualify as a legally binding contract between L'Oréal and you and serve as valid evidence as between us of the entire order and all amounts due and payable under such order. We recommend that you download or save a copy of these Terms for future reference.

All Education Courses offered by L'Oréal are intended exclusively for individuals who (i) are adults (or, if under the age of 16, duly authorised by their legal representative to place a Pay by Link Order); and (ii) enjoy full legal capacity to place a Pay by Link Order. We hereby reserve the right to request from time to time that you provide an identification document evidencing your age and/or said legal representative's authorisation. We reserve the right not to respond to an order and/or to exclude from our customer/prospect database any Purchaser who fails to satisfy such request or meet the requirements under this paragraph.

### **PRICES**

Prices shall be in pounds and/or euros (as applicable). Prices shall be inclusive of any VAT on the date of order.

L'Oréal reserves the right to modify prices from time to time, provided however that the Education Courses shall be charged on the basis of the price list as applicable upon registration of the order.

### **ORDER PROCESS**

Any and all orders hereunder shall carry the obligation to pay, which means that placing an order requires Purchaser to make a payment.

#### ***Placing an order via Our Site***

In order to place an order **via our Site**:

1. The Purchaser will first access our Site.

2. The Purchaser can then view the various Education Courses offered for sale on the date they browse our Site and select their Education Courses by browsing the various Education Courses.
3. While browsing our Site, they Purchaser may, if they wish, place an order by simply clicking on the dedicated button for adding an Education Course to their order.
4. Once this is completed, the Purchaser's shopping cart will display the number of Education Courses selected by the Purchaser. The content of the shopping cart may be subject to a session timeout.
5. The Purchaser may continue browsing our Site or click on their shopping cart to see the contents of the cart displayed onscreen, with all of the ordered items, including the main features of each Education Course, the aggregate amount of the order and billing details.
6. The Purchaser may go back to, supplement, modify or cancel their order, until they finally confirm it. If the Purchaser wants to select any further Education Courses, they may continue browsing our Site, with the assurance that the selected Education Courses shall be kept in their shopping cart (subject to a session timeout which may be imposed).
7. When the Purchaser has finished selecting the Education Courses, they may order them by confirming the order by clicking on the dedicated button. A new page shall then be displayed, asking the Purchaser to enter specific details, including but not limited to their login details and/or full name, email address and/or billing information.

*The Purchaser must fill out the provided information in good faith. Purchaser acknowledges that the data disclosed to L'Oréal and stored in L'Oréal's or its subcontractors' IT systems are correct and shall constitute valid evidence of their identity. Personal data provided to or collected by us shall be governed by the Privacy Policy accessible (<https://www.loreal.com/en/uki/pages/group/business-customer-privacy-policy-uki/>). Please read this carefully before confirming an order.*

8. After checking the content of their order, the Purchaser shall be asked to click on the dedicated button to access payment of their order, as per the terms set forth under these Terms.
9. Before clicking on the dedicated button to access payment of their order, the Purchaser shall be required to, first, read these Terms and, second, confirm that they agree to these Terms by completing an acceptance confirmation action required on our Site (e.g., ticking a box).
10. Upon Purchaser's confirmation of their acceptance of these Terms, a dedicated webpage shall open up for payment of the order.

***Placing an Order via a telephone call, or email to a L'Oréal Academy or in person at a L'Oréal Academy***

In order to place an order **over telephone, or email to a L'Oréal Academy representative, or whilst attending the L'Oréal Academy:**

1. The Purchaser may, if they wish, place an order by contacting the L'Oréal Academy by telephone, by email, or by speaking with a representative whilst attending the L'Oréal Academy, and informing them of the Education Course that they wish to order. The Education Courses offered for sale on the date that the Purchaser wishes to place an order will be available on our Site or be able to be confirmed by a L'Oréal Academy representative verbally or in writing (if not on our Site).

2. When the Purchaser has finished selecting the Education Courses with the L'Oréal Academy representative, the L'Oréal Academy representative will inform the Purchaser of the aggregate amount of the order, and request specific details of the Purchaser, including but not limited to their full name and email address.

*The Purchaser must provide the requested information in good faith. Purchaser acknowledges that the data disclosed to L'Oréal and stored in L'Oréal's or its subcontractors' IT systems are correct and shall constitute valid evidence of their identity. Personal data provided to or collected by us shall be governed by the Privacy Policy accessible (<https://www.loreal.com/en/uki/pages/group/business-customer-privacy-policy-uki/>). Please read this carefully before confirming an order.*

3. The Purchaser will then receive an email confirmation which confirms receipt of their order, and prompting online payment, as per the terms set forth under these Terms, via a secure link.
4. After checking the content of their order, the Purchaser must make payment within twenty-four hours of receipt of the email confirmation. Following expiry of the twenty-four-hour period, the payment link will no longer be active, and the order will automatically be cancelled.
5. Before finalising payment of their order, the Purchaser shall be required to, first, read these Terms and, second, confirm that they agree to these Terms by completing an acceptance confirmation action (e.g., ticking a box).
6. Upon the Purchaser's confirmation of their acceptance of these Terms, a dedicated webpage shall open up for payment of the order.
7. We accept payment with MasterCard, VISA, and Maestro debit cards. All payments must be made within twenty-four hours of the order being placed. Your credit or debit card will be charged when your order is ready for dispatch. We use third party payment providers to receive payments. We are not responsible for delays or errors in transaction, execution or cancellation of orders due to payment issues.

For the avoidance of doubt, a Purchaser can always access our Site and view the various Education Courses offered for sale on the date they browse our Site and select their Education Courses by browsing the various Education Courses and, if they wish, place an order on our Site (as set out in the section above).

***Confirmation of an order (via any Pay by Link Order method)***

Upon confirmation of the order and validation of the related payment, a printable and downloadable version of Purchaser's order recap shall be displayed, including, without limitation, the order's reference.

An order confirmation email shall be sent promptly by L'Oréal to the email address provided by Purchaser, including, but not limited to L'Oréal's identity and contact details, reference of the order as registered upon placing the order, a recap of the order and main features of the Education Courses, the total amount of the order inclusive of tax where applicable.

For the purpose of preserving L'Oréal from any fraudsters' abusive practices, and in the event that L'Oréal or the online payment service provider suspect an order of being fraudulent, they hereby reserve the right to request Purchaser (before processing the order) to provide additional documentary evidence (including Purchaser's ID) in order to check whether it is fraudulent or not.

If the Purchaser fails to respond within fifteen (15) calendar days following L'Oréal or the online payment service provider's request, the order shall be cancelled, and no payment shall be cashed by L'Oréal. If payment for the order has already been cashed, L'Oréal shall refund it within fourteen (14) calendar days following the end of the abovementioned period of time, using the same payment method as that used by Purchaser.

***Evidence of the order***

It is hereby expressly agreed between L'Oréal and Purchaser that emails shall constitute valid evidence as between the parties, as well as any automated recording systems used on our Site, particularly with respect to the type and date of the order.

The amount payable by Purchaser shall be the amount stated on the order confirmation as displayed on the dedicated webpage and subsequently sent by email by L'Oréal to Purchaser.

Purchaser is offered a choice of different payment options, upon confirming their order.

Payment can be made upon making the order by Mastercard, Visa and Maestro Debit Card

The order shall not be approved by L'Oréal unless and until (i) Purchaser agrees to the Terms; (ii) payment validity is checked and confirmed; and (iii) confirmation of order acceptance has been sent to Purchaser.

In any event, L'Oréal reserves the right to refuse any order in case of any (i) breach of these Terms; (ii) existing dispute with Purchaser; (iii) payment default of all or part of any order by Purchaser; (iv) a payment authorization by credit card being denied by banking institutions; (v) payment default or partial payment.

***Cancellation of an order***

Purchaser can cancel their order at any time and must do so by sending an email to the L'Oréal Academy at [coursesuk@loreal.com](mailto:coursesuk@loreal.com) from the Purchaser's email address (which must be the same email connected to the Purchaser's order) requesting that the order is cancelled. For any queries on the scope, contents or instructions related to the exercise of Purchaser's cancellation right, Purchaser may contact L'Oréal by using the contact details set out under the 'Contact Us' section below.

In the case of any Education Course(s) that are 5 working days or under in duration (and for online e-learning courses, where the course has not been started), for any Education Course cancelled by the Purchaser within 14 calendar days of the relevant order being confirmed, the full amount paid for such Education Course(s) will be refunded.

In the case of any Education Course(s) that are 6 working days or over in duration, for any Education Course cancelled by the Purchaser within 28 calendar days of the relevant order being confirmed, the full amount paid for such Education Course(s) will be refunded.

Upon successful request of cancellation of a course by Purchaser within the allowable cancellation periods as set out above, Purchaser will be refunded to their original payment card.

After the periods as set out above, no refund or compensation of any type will be possible. L'Oréal will only deviate from this in the case of exceptional circumstances to be determined at L'Oréal's sole discretion.

Education Course(s) are offered by L'Oréal subject to availability. From time to time, whether due to circumstances of force majeure, circumstances outside of L'Oréal's reasonable contemplation or control or other circumstances (including, but not limited to, availability of training staff or particularly low numbers of Purchasers booked on particular Education Course(s), L'Oréal may need to reschedule or cancel scheduled Education Course(s). In the event that L'Oréal cancels or reschedules any Education Course(s) that Purchaser has booked, L'Oréal will make reasonable efforts to contact you by email or any other contact methods provided to let you know. If your Education Course is cancelled, wherever possible we will offer you the option of being transferred to another equivalent Education course at an alternative date and time (subject to availability). If there is no suitable alternative available, L'Oréal will notify any booked attendees of the cancellation and process a refund of the full amount paid for such Education Course(s) to the Purchaser's original payment card. For the avoidance of doubt, in the event of cancellation of Education Course(s) by L'Oréal, compensation will not be payable, and L'Oréal shall not be responsible for any costs or losses incurred by Purchasers as a result of any cancellation, including but not limited to loss of earnings, loss of profits or the costs of any pre-booked transport or accommodation.

Nothing in these Terms of Sale shall limit or exclude our liability (i) for death or personal injury caused by our negligence or (ii) fraudulent misrepresentation or (iii) any other liability which cannot be excluded or limited under applicable law.

Nothing in these Terms of Sale affects your statutory rights as a consumer including your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights in the UK, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

#### **OUR RIGHT TO VARY THESE TERMS**

We may update these Terms from time to time, for example to reflect changes in the law or to meet regulatory requirements and reserve the right to do so at any time without any prior written notice to you. Your continued use of Telephone and Email Orders subsequent to the posting of changes or updates shall mean that you accept and agree to the revisions, but we recommend that every time you order products via Telephone or Email Order that you check these Terms to ensure you understand the terms which will apply at that time to the Contract between us.

If we have to revise these Terms as they apply to an existing order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes.

#### **OTHER IMPORTANT TERMS**

We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These Terms and the dispatch confirmation sent to you together form a contractual whole and constitute the entirety of the contractual relations between us.

In the event of a contradiction between these documents, these Terms shall prevail.

These Terms are governed by English law, and you can bring legal proceedings in respect of these Terms in the English courts. If you live in Scotland, you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.

#### **CONTACT US**

To contact us, please:

**Write** to our registered office, Gateway Central, 187 Wood Lane, London W12 7 SA.

**Call** our helpline on (00 44) (0) 800 028 3448 (UK) or (00 353) (0) 16045913 (ROI)

**Email** us at [coursesuk@loreal.com](mailto:coursesuk@loreal.com)  [\(UK\)](mailto:coursesuk@loreal.com) or [dublinacademy@loreal.com](mailto:dublinacademy@loreal.com)  [\(ROI\)](mailto:dublinacademy@loreal.com)

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