

Terms & Conditions of Business

Please retain for reference



Terms & Conditions of Business

Before signing up to become a Fake Bake UK Ltd salon stockist please carefully review. Then sign and return our Order/Application Form to confirm that you agree to the following terms and conditions.

1. Salon Stockist Verification

The Stockist is a bona fide hair or beauty or hair and beauty salon operating and conducting business from a commercial storefront property and has been conducting business from the same address for no less than one year and will provide a Bank Reference or other supporting documentation upon request. References to the stockist include the stockists employees or representatives who shall be bound by the terms of this agreement also.

2. Acceptance

This agreement shall be effective upon acceptance by Fake Bake UK Ltd at its place of business in Unit C, Coalburn Rd, Fallside Ind Estate, Bothwell, Scotland, G71 8DA. The Stockist may buy products at wholesale from Fake Bake UK Ltd who reserves the right, in its sole discretion, to decline to accept any Agreement. Upon Fake Bake UK Ltd's acceptance of this Agreement, the stockist shall have the right to sell Fake Bake products supplied direct from Fake Bake UK Ltd. By agreeing to these terms and conditions the applicant is also authorising Fake Bake UK Ltd to conduct standard credit checks.

3. Term

The term of this agreement is indefinite unless the stockist terminates the agreement or Fake Bake UK Ltd terminates the agreement without prior notice and at its sole discretion.

4. Independent Contractor Status

The Stockist understands that a stockist is an independent contractor and not an employee, agent or franchisee, joint venturer, partner or owner of Fake Bake UK Ltd and is solely responsible for compliance with any and all laws or regulations related to ones business in any jurisdiction exercising authority over said business, including but not limited to the duty to license ones business, collect and pay tax on retail sales and to comply with all other regulations.

5. VAT. & Credit Terms

It is the Stockist's responsibility to pay any VAT and applicable taxes.

6. Compensation

There is no compensation from Fake Bake UK LTD. The Stockist understands that the Stockist is not guaranteed any income, profits or success and certifies that no such representations have been made to Stockist either by Fake Bake UK Ltd or any Stockist.

7. No Other Purchase

In order to become a Stockist and commence trading, the Stockist is required to make a wholesale purchase, no other type of purchase is required. Inactive Stockists (no purchases within any six month period) may lose Stockist status at the sole discretion of Fake Bake UK Ltd.

8. Refunds

Stockist agrees that NO refunds will be provided, unless product is found to be defective. Fake Bake UK Ltd. shall determine, at it's sole discretion, whether or not a product is defective. Stockist is responsible for returning suspected defective product at Stockist's expense ONLY after first contacting Fake Bake UK Ltd AND obtaining a Return Authorisation. If a product is deemed defective by Fake Bake UK Ltd., a replacement will be sent at FAKE BAKE UK LTD's expense. If applicable the Stockist will be credited any shipping costs resulting from a returned product, ONLY if the product is found to be defective by FAKE BAKE UK LTD.

9. Proprietary Rights/Use of

Company Materials/Copyright Protection. The Stockist agrees not to use proprietary trade names, trademarks or other property of FAKE BAKE UK LTD without the prior written consent of FAKE BAKE UK LTD. Fake Bake UK Ltd and its affiliated entities have proprietary rights to its Stockist network and lists of Stockist names. The Stockist will not use any FAKE BAKE UK LTD networks, Stockist lists, or other FAKE BAKE UK LTD contacts to promote the sale or use of any products or services, other than those offered through FAKE BAKE UK LTD to any FAKE BAKE UK LTD Stockist. Stockist further agrees not to sell Fake Bake products on the internet and on any website other than the Stockists own company website whose primary function is to promote their salon business. Stockist WILL NOT copy, duplicate, or make ANY facsimile of ANY product containing copyrighted material(s). Violation is grounds for IMMEDIATE cancellation of Stockist Agreement and LEGAL ACTION. Media advertising involving Fake Bake must be sanctioned prior to publication. Failure may result in a termination of this agreement.

10. Non-Solicitation

The Stockist agrees that during the term of this Agreement, Stockist shall not, directly or indirectly, on his or her own behalf or on the behalf of any other person or entity, solicit, induce, or hire or attempt to solicit, induce or hire any Stockist, employee, member, customer, supplier or vendor of FAKE BAKE UK LTD (i) to enter into any business relationship with any individual or company which sells products or services which compete with the products and/or services of FAKE BAKE UK LTD, or (ii) to terminate or alter his or her business or employment relationship with FAKE BAKE UK LTD

11. Training

FAKE BAKE UK LTD offers training related to their products at their sole discretion.

12. No Exclusive Territory

Stockist understands that no exclusive territory is granted by this Agreement, nor does this Agreement constitute the sale of a security or a franchise.

13. Compliance.

Stockist shall abide by all applicable and local laws or regulations, and the terms of this Agreement and the Rules and Regulations.

14. Assignability

Stockist understands and agrees that this Agreement may not be transferred or assigned without the prior written approval of FAKE BAKE UK LTD, in its sole discretion, and then only in accordance with the Rules and Regulations.

15. Termination

(a) STOCKIST ACKNOWLEDGES THAT HE OR SHE IS FREE TO TERMINATE THIS AGREEMENT AT ANY TIME FOR ANY REASON upon written notice to Fake Bake UK, LTD and on the understanding that outstanding monies due to Fake Bake UK Ltd are paid in full. (b) FAKE BAKE UK LTD may terminate this Agreement at any time for any reason. Immediately following termination of this Agreement, Stockist shall, (a) lose all rights to purchase products from FAKE BAKE UK LTD at Stockist cost; (b) shall cease from representing himself or herself as a Stockist of FAKE BAKE UK LTD; (c) all rights to his or her Stockists shall immediately terminate; and (d) take all other actions reasonably required by FAKE BAKE UK LTD relating to protection of FAKE BAKE UK LTD's confidential information, including the discontinuance of FAKE BAKE UK LTD's trademarks and service marks.

16. Amendment

Stockist understands that FAKE BAKE UK LTD may amend this Agreement, the Rules and regulations, prices for product, company literature, without prior notice, at any time, effective upon publication or transmittal of such amendment in official Company publications, literature or voice mail, as applicable.

17. Venue

The laws of the Scotland shall govern this agreement. I agree that proper jurisdiction and venue shall be in the Scottish courts. This agreement shall be binding upon the successors and assigns of both parties.

18. Indemnification/Offset

Stockist agrees to indemnify and hold harmless FAKE BAKE UK LTD, its subsidiaries, affiliates and their shareholders, officers, agents, employees, and directors, from and against any claim, demand, liability, loss, cost or expense, including, but not limited to, court costs or legal fees, asserted against or suffered or incurred by any of them by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, the Stockist's: (a) activities as a Stockist; (b) breach of the terms of this Agreement; or (c) violation of or failure to comply with any applicable, state or local law or regulation. FAKE BAKE UK LTD shall have the right to offset any amounts owed by Stockists to FAKE BAKE UK LTD

19. Cumulative Remedies/Waiver

All rights, powers and remedies given to FAKE BAKE UK LTD are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of FAKE BAKE UK LTD to exercise any power or right under this Agreement or to insist upon strict compliance by the Stockist with any obligation or provision, and no custom or practice of the parties at variance with this agreement shall constitute a waiver of FAKE BAKE UK LTD's right to demand exact compliance therewith. Waiver by FAKE BAKE UK LTD can be effective only in writing by an authorised director of FAKE BAKE UK LTD. The waiver by FAKE BAKE UK LTD of any particular default by Stockist shall not affect or impair FAKE BAKE UK LTD's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any Stockist.

20. Survival

The covenants and obligations of the Stockist to protect the trade secrets and confidential information of Fake Bake UK Ltd., including, without limitation, those obligations and covenants contained in this Agreement, shall survive termination of this Agreement.

21. Entire Agreement

This agreement constitutes the entire Agreement between Stockist and FAKE BAKE UK LTD, and no other promises, representations, guarantees, or agreements of any kind, shall be valid unless in writing and signed by both parties.

22. Product Presentation

Stockist is responsible for presenting Fake Bake products for sale in good condition. The stockist further agrees that they will not remove nor replace Fake Bake product labelling without prior consent and with good reason. Such action will result in a termination of this agreement.

23. The stockist agrees that any false declaration submitted to Fake Bake will result in the termination of this agreement.