

1 Introduction

Hair & Beauty Mediation is owned and operated by the National Hair and Beauty Federation (NHBF), the UK trade association for hair salons, barbershops and beauty salons.

Hair & Beauty Mediation is authorised by the Chartered Trading Standards Institute in accordance with the Alternative Dispute Resolution for Consumer Disputes (Competent Authority and Information) Regulations 2015.

This document sets out the rules and procedures for the Hair & Beauty Mediation Alternative Dispute Resolution (ADR) scheme.

2 Objectives

The scheme offers quick resolution for unresolved consumer disputes relating to hairdressing, barbering and beauty services or treatments provided by an NHBF member. NHBF members may be a salon or barbershop, or a self-employed independent contractor who rents space in a salon or barbershop. The scheme is designed to:

- Reduce the need for either or both parties to take time-consuming and potentially costly legal action;
- Reduce negative online reviews by providing a more effective channel for dealing with consumer complaints;
- Identify improvements which could be made to salon or barbershop service standards to increase consumer satisfaction and confidence

Hair & Beauty Mediation's ADR scheme is intended to propose a solution to resolve the dispute which is acceptable to both parties. The outcome is not binding on either party, unless it is accepted by both, in which case it becomes binding on both parties.

If one or both parties reject the proposed solution, either is free to take legal action through the courts. It should be noted that the outcome of mediation could be different from any decisions a court may make.

3 Scope

The Hair & Beauty Mediation scheme is open to use by consumers in dispute with an NHBF member provided:

- The consumer has attempted to resolve the complaint using the member's complaints procedure.
- The complaint is not considered frivolous, vexatious or malicious in nature.
- The complaint has not already been considered by the courts or another certified ADR provider.
- The complaint does not involve matters which would be more appropriately dealt with via a public liability insurance claim or the courts eg injury, medical side-effects, criminal activity, compensation claims.
- The value of a service or treatment is under £1500.
- The hair or beauty salon, barbershop or independent contractor's business is in the UK and the consumer is resident in an EU member state (known as a cross-border

**Alternative Dispute Resolution for Consumer Disputes (Competent Authority and Information) Regulations 2015.*

dispute). The NHBF is a member of the European trade association, Coiffure EU (www.coiffure.eu).

- The complaint is submitted and handled in English.
- The complaint was referred to the Hair & Beauty Mediation within 12 months of the hair or beauty salon, barbershop or independent contractor giving written notice (ie by email or letter) to the consumer that the salon, barbershop or independent contractor is unable or unwilling to resolve the complaint.
- Payment of the consumer fee* (£12 including VAT) and the salon or independent contractor's fee (£30 including VAT) have been made within 7 days of submitting the complaint.
- The complaint does not involve cosmetic surgery or non-surgical aesthetic procedures requiring a level 6 or 7 qualification (eg anti-wrinkle injectables, dermal fillers).

**the consumer fee will be refunded if the salon/barbershop/independent contractor refuses to take part in ADR.*

If a complaint is rejected for consideration by Hair & Beauty Mediation, both parties will be informed in writing within 10 days of receiving the complaint, including the reason why the complaint has been rejected.

4 Possible outcomes

The outcome will take into account current relevant legislation, including equal opportunities, industry standard practices, as well as what is fair and reasonable.

Depending on the nature of the complaint, the most likely outcomes to be proposed will be one or more of:

- A formal apology
- The service or treatment provided again, by a different stylist/barber/beauty therapist (where possible*), free of charge
- A refund for the cost of the service/treatment provided

**please note that some stylists, barbers and beauty therapists are self-employed independent contractors, so it is not always possible to provide an alternative*

The outcome is not binding on either party, unless it is accepted by both, in which case it becomes binding on both parties.

5 Alternative Dispute Resolution (ADR)

Alternative Dispute Resolution is a formal process and salons, barbershops or independent contractors are required **by law*** to give consumers information about an approved ADR organisation who could help them if a complaint cannot be resolved.

NHBF members have access to a complaints policy which encourages them to deal with complaints within 8 weeks. The policy clearly sets out their legal obligations regarding ADR.

6 Escalating a complaint to ADR

Consumers must approach the salon, barbershop or independent contractor before using ADR. However, if the hair or beauty salon, barbershop or independent contractor has not responded to the consumer within 8 weeks of them raising a complaint, the consumer may then escalate the complaint to Hair & Beauty Mediation.

If the salon, barbershop or independent contractor has responded to the complaint but has been unable to resolve it to the satisfaction of both parties, they must inform the consumer in writing (letter or email) that their complaints procedure has been exhausted.

The email or letter will provide contact details for Hair & Beauty Mediation and details of Hair & Beauty Mediation's web address and contact details, the fees to be paid by consumer and the hair or beauty salon, barbershop or independent contractor, and an undertaking that the salon, barbershop or independent contractor will take part in the Alternative Dispute Resolution procedure.

The consumer must notify Hair & Beauty Mediation within 12 months of receiving that letter or email that they wish to apply for ADR.

7 Materials to be submitted

Information on how to make a complaint are provided on the website www.nhbf.co.uk/complaints The ADR scheme rules are also available from the NHBF as a PDF which can be emailed or posted to consumers. Call 01234 831965.

The consumer must submit their name, their contact details (address, email address and phone number), the details of the complaint, including the name of the hair or beauty salon or barbershop, the disputed transaction and what the consumer is complaining about, any supporting materials (eg photographs, receipts), using the [application form](#) provided on the Hair & Beauty Mediation website and sending it by email to mediation@nhbf.co.uk or by post to:

Quality & Standards Manager
Hair & Beauty Mediation
One Abbey Court
Fraser Road
Priory Business Park
Bedford
MK44 3WH

Hair & Beauty Mediation will **only** consider written and photographic materials submitted by the consumer or the hair or beauty salon or barbershop. Neither of the parties will be expected to attend spoken evidence sessions, and there will be no follow-up with potential witnesses. Materials submitted by the salon, barbershop, independent contractor or the consumer will not be returned.

8 Terminating a complaint

The consumer or the hair or beauty salon, barbershop or independent contractor can withdraw from ADR at any point.

9 Honesty

All parties are expected to be honest in their dealings with each other and with Hair & Beauty Mediation. If the Director of Quality & Standards has any reason to suspect dishonesty, the complaint may be terminated as frivolous or vexatious or malicious in nature.

10 Confidentiality and data protection

Details of the consumer and the hair or beauty salon, barbershop or independent contractor (name, address, phone number and email address) will only be shared with the parties involved in the complaint, Hair & Beauty Mediation staff, NHBF staff and bodies responsible for auditing ADR (eg the Chartered Standards Trading Institute).

ADR via Hair & Beauty Mediation is available only to NHBF Members and clients of NHBF member salons or barbershops. On request, we will inform clients whether or not a salon or barbershop is an NHF/NBF member. Clients can also view [Salon Search](#) which lists NHFBF members (if they have given their consent)

See our [privacy notice](#)

Records of the ADR process will be retained for 6 years.

11 Fees

There is a fee of £12 including VAT for consumers, and £30 including VAT for hair or beauty salons, barbershops or independent contractors for taking part in Alternative Dispute Resolution. Fees are non-refundable, unless the salon/barbershop/independent contractor refuses to take part in ADR in which case the consumer fee will be refunded.

Consumers must make payment at the time of submitting their complaint to Hair & Beauty Mediation for ADR. If the consumer has not paid their fee within 7 days, the application and any evidence submitted will be deleted.

Salons, barbershops or independent contractors will be contacted by Hair & Beauty Mediation for payment. The salon, barbershop or independent contractor must also pay their fee within 7 days for the ADR application to progress.

12 Legal advice

Neither party needs to have a legal adviser, but they can seek independent advice or be assisted by a third party at any stage of the procedure if they wish.

13 Hair & Beauty Mediation - Director of Quality & Standards

Hair & Beauty Mediation's Director of Quality & Standards is responsible for considering complaints, reviewing evidence submitted, making a decision on the outcome and communicating this to both parties. The Director of Quality & Standards will directly supervise anyone else involved in the ADR process and will review and confirm their decisions.

The Director of Quality & Standards is employed by or contracted to the National Hairdressers Federation to provide ADR services to NHBF members. He/she will be impartial, have an in-depth understanding of the hairdressing, barbering and beauty industries, industry-recognised service and treatment standards, customer service standards, consumer law, quality monitoring, inspection procedures and reporting requirements.

14 Conflict of interest

The Director of Quality & Standards will declare and log any potential conflicts of interest relating to a case. In these circumstances the case will be reviewed by the NHBF's Director of Membership before any proposals on outcomes are made.

If a significant conflict of interest remains, Hair & Beauty Mediation may advise the parties to refer the dispute to another ADR provider. If this is not possible, provided both parties are aware of the nature of the conflict of interest and have no objections, Hair & Beauty Mediation will continue to deal with the dispute.

15 ADR process

a) Scope

Within 10 working days of receiving notification from a consumer that they are applying for ADR and the details of the complaint, the Director of Quality & Standards will review the information submitted to ensure the complaint is within the scope of the ADR scheme provided by Hair & Beauty Mediation.

If the complaint is out of scope for any reason, the Director of Quality & Standards will inform the consumer, giving the reasons why the complaint cannot be considered.

b) Notification ADR process has started

Otherwise, Hair & Beauty Mediation will contact the salon/barbershop/independent contractor (normally electronically) to inform them that an ADR application has been received and to confirm the salon/barbershop/independent contractor is willing to take part in ADR.

The hair or beauty salon, barbershop or independent contractor will be given copies of the consumer's complaint and any associated materials submitted. The salon, barbershop or independent contractor will have 10 working days to comment on it and provide any evidence they want to submit in response. This will be sent to the consumer.

c) Further evidence

The consumer will have a further 10 working days to consider the salon/barbershop/independent contractor's response and a final opportunity to submit any other written evidence the consumer wants to be considered as part of the ADR process.

d) Case complete

Both parties will then be notified that the complaint is complete and Hair & Beauty Mediation's Director of Quality & Standards will consider the evidence submitted in order to make a decision on proposed outcomes. He/she will not take any other evidence into account.

e) Decision and reasons

He/she will make a decision and propose outcomes, normally within 10 days of receiving the full complaint and additional materials. If the complaint is complex, the Director of Quality & Standards may extend the time for making a decision, in which case he/she will inform both parties and provide a revised time when the decision and proposed outcomes will be made.

The Director of Quality & Standards will provide a summary of the reasons for the decision and proposed outcomes, the action he/she recommends the salon/barbershop/independent contractor to take, including any financial compensation (where appropriate). This will be shared in writing by letter or email with both parties.

f) Acceptance

Both parties will be given 10 working days to consider the Director of Quality & Standards decision and to confirm if they accept the proposals for resolving the dispute. If either party does not accept the decision, they will be free to refer the matter to the courts.

g) Settlement

Otherwise, the actions proposed by the Director of Quality & Standards must be implemented by the salon, barbershop or independent contractor within 15 working days of accepting the proposals. The Director of Quality & Standards must be informed when the actions have been completed.

Flow chart

Action	ADR Timescale (working days)*
Consumer attempts to resolve complaint with salon/barbershop/independent contractor	
If the salon/barbershop/independent contractor has made no response to the consumer's complaint, after 8 weeks the complaint can be escalated to Hair & Beauty Mediation who will check the salon/barbershop/independent contractor is willing to take part in ADR.	
If the salon/barbershop/independent contractor has responded but has been unable to resolve the dispute within 8 weeks, they will issue a letter saying their internal complaints procedure has been exhausted, confirm their willingness to take part in ADR and provide details of Hair & Beauty Mediation's ADR scheme	
Consumer applies to Hair & Beauty Mediation for ADR within 12 months of receiving the salon/barbershop/independent contractor's letter.	Day 1
Director of Quality & Standards reviews complaint to check it's in scope. <ul style="list-style-type: none">• If not, both parties will be informed that the complaint has been rejected and the reasons why• If it is in scope, the Director of Quality & Standards will inform the salon/barbershop/independent contractor that ADR has started and provides copies of consumer's complaint and associated materials	By day 10
Salon/barbershop/independent contractor submits any additional information within 10 working days	By day 20
Consumer reviews salon/barbershop/independent contractor's response and provides any further materials within 10 working days	By day 30
Both parties informed complaint case is complete within 5 working days	By day 35
Case reviewed and decision made on proposed outcomes within 10 working days	By day 45
Consumer and salon/barbershop/independent contractor notified of decision and reasons for it. Consumer and salon/barbershop/independent contractor accept or reject proposed outcomes within 10 working days	By day 55
Salon/barbershop/independent contractor implements proposed actions within 15 working days	By day 70

**Working days mean Monday to Friday. Paper applications will take longer to process than online applications. If both parties respond more quickly than the maximum time allowed, the complaint will be resolved more quickly.*

16 Recommendations

The Director of Quality & Standards may also make recommendations to the hair or beauty salon, barbershop or independent contractor to improve service or treatment standards to reduce the likelihood of further complaints and to increase consumer confidence and satisfaction. These will not be shared with the consumer, and it will be for the salon, barbershop or independent contractor to decide whether or not to implement the recommendations (except when required by law).

17 Appeals

There is no appeals process.

18 Activity report

Hair & Beauty Mediation will publish an annual report of its activities, as required by the ADR scheme approval criteria on its website.

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