

Fine Hair Designs recommends that you **read** these **terms and conditions** for a fuller understanding of how we work.

These terms and conditions apply to all transactions undertaken and to all elements of them discussed on this site. Please read them carefully. They do not affect your statutory rights.

This site is owned and operated by Fine Hair Designs ('we' or 'us' or 'our'). If you have any questions or comments about these terms and conditions please contact us by any of the following methods:

info@fhdwigs.co.uk

Telephone 01382 762976

These terms and conditions apply to the use of this website, and by accessing this website and/or placing an order you agree to be bound by the terms and conditions set out here. If you do not agree to be bound by these terms and conditions, you may not use this website.

The Contract Between Us

Any contract for purchases made through the website will be with Fine Hair Designs, which must receive payment of the whole of the price for the goods, including postage and packing, that you order before your order can be accepted, and the contract formed. Whenever we sell you something it remains our property until it has been paid for.

Once payment has been received with your order, Fine Hair Designs will confirm that your order has been received by sending an email to you at the email address that you provide on your registration form. The shipment email will include your name, the order number and the total price of the order, including postage and packing. Fine Hair Designs' acceptance of your order and our despatch of the goods brings into existence a legally binding contract between us on these terms. Any term sought to be imposed by you in your order will not form part of the contract.

Fine Hair Designs is entitled to withdraw from any contract in the case of obvious errors or inaccuracies about the goods appearing on our website. If an error or inaccuracy is discovered with regards to the advertised price of the goods that you have ordered, we will contact you as soon as possible by e-mail. This will be to inform you of the correct price of the goods, and to ask you if you wish to continue with the order at the correct price, or to cancel the order altogether.

We do endeavour to hold to the prices shown on this website, but do also retain the right to revise prices at any time following increases in costs, including the increase; or imposition of any tax, duty or other levy, and variations in exchange rates. Unless stated otherwise, the prices shown include VAT and any other tax or duty payable.

Our **legal liability** to you, whether for breach of contract, negligence or misrepresentation or otherwise, shall in no circumstances exceed the price charged to you for the undelivered, defective or damaged goods which give rise to such liability. We will have no liability to you for any indirect or consequential losses or expenses suffered by you, however caused. Regarding product **specifications and dimensions**, whilst we will make every endeavour to deliver the goods as advertised on this website, actual dimensions, colour, specification and qualities may in certain circumstances vary from those as advertised. We reserve the right without prior notification to vary the dimensions, specifications, availability and quantities of good and services without any liability to the customer arising directly or indirectly from any such variation. All text, images and quotations available on this site are errors and omissions excepted.

If you want to **cancel an order**, under the Consumer Contracts Regulations (2014), Your right to cancel an order for goods starts the moment you place your order and ends 14 days from the day you receive your goods.

If your order consists of multiple goods, the 14 day period runs from when you get the last of the batch.

This 14 day period is the time you have to decide whether to cancel, you then have a further 14 days to actually send the goods back.

General Terms

These terms and conditions, and all transactions relating to this website, are governed by British law and are subject to the non-exclusive jurisdiction of the British courts. We do not accept amendments to these terms and conditions.

Additional terms and conditions may apply to prize competitions if so you will be alerted to them at the relevant times.

These terms and conditions only cover the Fine Hair Designs website. Any other websites which are linked to this site are governed by their own terms and conditions. We accept no responsibility or liability for the content or operation of websites which are not under our control. We are required by law to tell you that sales can be concluded in English only and that no public filing requirements apply.

Force Majeure: if some event like a war or natural disaster, outside the reasonable control of a customer or their business or ourselves, prevents one or both of us fulfilling our obligations to the other, they are released from them.

This Website

Fine Hair Designs owns the copyright, trademarks and other intellectual property rights in all of its material and content on this website, which you may use, download, copy, publish, transmit or otherwise make available by any other means **only** for your **own personal**, non-commercial use. Any other use or reproduction of the material or content is strictly prohibited. You may not create any link to this website without prior written consent, and nor may you restrict or inhibit the use or enjoyment of it by anyone else. While we will use reasonable endeavours to verify the accuracy of any information that we place on the Fine Hair Designs website, we make no warranties, whether express or implied, in relation to its accuracy. We make no warranty that the Fine Hair Designs website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs, or represent the full functionality, accuracy, and reliability of the website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Fine Hair Designs website.

Placing Orders

When you are happy with your choice(s), click on the Add to Basket button. You should be informed if the item is out of stock or likely to take longer than normal to be delivered. You will be informed how to amend your order if you are not content with your choices or any other aspects of the sale, and how to submit it. All orders are subject to our acceptance. When you submit one you will immediately receive a confirmatory email which acknowledges it. This email does not constitute acceptance of your order by us. Acceptance of your order and the formation of a contract between us will take place when we despatch the goods to you. You will normally receive confirmation of your order by email within 24 hours. If you have not received such confirmation after 48 hours, please contact us to check that your order has been placed.

Payment

You will be required to pay the amount in full when you place your order. Fine Hair Designs accepts payment by Visa, MasterCard, Visa Debit and Paypal. All product prices and delivery charges are shown in UK pounds sterling. Your payment card company will perform any currency conversion. On receiving your order, Fine Hair Designs carries out a standard pre-authorisation check on your payment card to ensure that there are sufficient funds available to fulfil the transaction. No payment is debited from your card during this pre-authorisation check. If there is any delay in response from your credit card supplier, your card will only be charged on despatch of the items in your order. Your card will not be debited by the provider. The confirmation screen that is displayed will explain that we will

keep trying to contact them and will update the balance once your payment has been authorised. (This can take up to three [3] days).

Availability of Goods

If Fine Hair Designs has insufficient stock to deliver the goods ordered by you, Fine Hair Designs will notify you as soon as possible you by email at the address given by you in your order form, and Fine Hair Designs will ensure that any sum debited by your credit card will be re-credited to your account. The refund will be made as soon as possible and in any event within 30 days of your order. Fine Hair Designs will not be obliged to offer any additional compensation for disappointment suffered. Please note: we endeavour to bring our customers the best value we can by running special offers, but please remember that stocks are limited at their special offer prices, and subject to availability. We update our website as quickly as we can to minimise disappointment. However, the process of updating the website when goods have sold out at promotional prices can take a few hours to complete.

If an error or misunderstanding about the **prices** of goods occurs between us, we will contact you with the correct details once it becomes apparent, and ask you to either re-confirm or cancel the order. If we cannot contact you we may treat the order as cancelled. If we have sent goods to you for which the correct price is higher than that advertised on the website when you placed your order, you may of course cancel the order and return the goods. We will always do our best to co-operate with you promptly to resolve any **problem or complaint** concerning our contract with you, which we will acknowledge within five (5) working days of our receiving a **query** from you, and in most cases arrive at a mutually **satisfactory solution** within four (4) weeks. Some complicated complaints could take a little longer. If that happens, we will always inform you when to expect an answer. We would expect any problem to be resolved between us within eight (8) weeks. You can contact us at any time while your complaint is being investigated. However, after many years in business, we have virtually no experience of complicated or difficult complaints, and very little even of simple and straightforward ones.

Carriage, Post and Packing, and Delivery

We aim to despatch orders on the day on which they are made or, during busy periods, on the following day. Goods that we send to you are packaged in waterproof bags, and discreetly so that the contents of packages cannot be known until they are opened. We are unable to be responsible for any damage to packages when they are in transit to you, i.e., after they have been posted. Our postage and packing charges are displayed on this website's main Delivery Charges page. We aim to

arrange delivery of goods to your door within seven (7) to ten (10) working days. We assume that orders have been delivered successfully unless we hear from you within seven (7) working days of the original order date.

Your Rights, Privacy and Data Protection

Your data is only used by us to supply your order and if you have signed up for a newsletter to provide you with offers and our latest news. We **never** handover your data to a 3rd party.

About **Returns and Cancellations** under **the Consumer Contracts Regulations (2014)**: if for any reason you wish to **return** a product that you have bought from us, please advise us by email or use the following form. Please quote order number and item(s) you wish to return. It is vital that this information is received by us **NO LATER** than day 14 from the date you received your order. Any return requests outside this period or items sent back without this information being provided will not be refunded. After notification within this fourteen (14) day period you have another fourteen (14) to return your item(s). Post it back to us in as new condition within fourteen (14) days of receipt, using Special Delivery in the UK or the equivalent signed-for (proof of posting) delivery service. You are also entitled to cancel or amend an order before it has been posted to you. To do this, you must inform us in writing, or in another durable medium such as email, fax or letter, that you wish to cancel (or and/or amend) your order. We cannot accept cancellations/amendments by telephone, because the law requires that they be in writing, but we are happy to discuss them with you on the telephone. It is your responsibility to pay for the postage on any returned goods. Your legal rights under **Consumer Contracts Regulations (2014)**, upon which most of the above points about returns and cancellations are based, are summarised here: You have the right to cancel your order for any items apart from ones made to your specifications or which are otherwise clearly personalised ones, and which by reason of their nature cannot be returned. This includes hair products (wigs, hairpieces and hair extensions) that have been and/or have been altered (such as cut or trimmed) or damaged, or allowed to smell of food, perfume or smoke, by you. Further details of this right, which may be exercised up to and including the fourteenth (14th) day, after the day of delivery, will accompany the delivery. If you wish to exercise your statutory right to cancel, you must notify us in writing within the statutory period, and immediately return the items that you do not wish to keep to us at your cost (unless the goods were substitute goods which we selected for you). You must take reasonable care of the goods. The goods must be returned in the original packaging with the manufacturer's(s') **HANG TAGS(S)** attached. All goods are inspected prior to despatch and must be returned in the same new condition as received by you and must be complete with the hang tags attached and not cut, hair nets and all packaging. If you cancel within the statutory period you may claim a refund of any sum that

you have paid concerning the goods. (For more details of actions needed to return goods see the Delivery and Returns section of this website).

Website security, privacy and data protection are achieved as follows. Once you start using our payment pages the information that you send to us is encrypted automatically by PayPal for your privacy and security, and thus unable to be seen by anyone else. All client details remain encrypted. We never pass your email address on, and nor do we sell it to third parties. Our computers do gather information about the identity of your internet service provider and computer and very basic details of when you accessed our site, as do most web servers on the internet, but these almost entirely concern the technical details of the process, and it is impossible to discover the actual identity of an individual website user from this information. We only use details of your name, email address, addresses for shipping and billing, and your credit/debit card number, to complete transactions that you request, or to give you information about our products and services.

Changes to This Agreement

Fine Hair Designs reserves the right to make changes to its site and its policies, and to these terms and conditions, at any time. If any of these conditions shall be deemed invalid, void, or for any reason unforeseen, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.