

Terms & Conditions

Your statutory customer rights are not affected.

Definitions

“Seller/we/our/us/Timeless Beauty Boutique” means Timeless Beauty Boutique, 23, St.Martins Walk, Dorking Surrey. RH41UT and the company's website www.timelessbeautyboutique.co.uk

“Customer” means the person or company to whom this document is addressed.

“Website” shall mean, www.timelessbeautyboutique.co.uk or any other subdomains of www.timelessbeautyboutique.co.uk which may be accessible unless expressly excluded by their own terms and conditions.

“Order” shall mean the submission of an order for products on the “Website” by the “Customer”

General

1.1 These terms and conditions are applicable to the supply of products made by the Seller, hereafter referred as Timeless Beauty Boutique or us, to the buyer hereafter referred as the Customer.

Price

2.1 The prices of the goods will be as quoted on the Website from time to time. Except in the case of Environ products. See clause 5.2 We take reasonable care to ensure that the prices of goods are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 2.4 for what happens in this event.

2.2 Prices for our goods may change from time to time, but changes will not affect any order which we have confirmed.

2.3 All prices are quoted in GB Pound Sterling and include VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the products in full before the change in VAT takes effect.

2.4 The Website contains a large number of products. It is always possible that, despite our reasonable efforts, some of the products on the Website may be incorrectly priced. If we discover an error in the price of the products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the product at the correct price or cancelling your order. We will not process your order until we have your instructions.

Payment

3.1 Payments must be made by PayPal only, unless otherwise specified, or by paying over the telephone at Timeless Beauty Boutique salon, telephone (01306) 889000.

Passing of Property

4.1 We shall retain the property of the goods until full payment has been made by the Customer and has been received. The Customer will own the goods once full payment has been received by us.

Orders

5.1 All Orders are subject to acceptance and availability.

5.2 We will take all reasonable care, in so far as it is in its power to do so, to keep the details of the Customer's Order and payment secure, but in the absence of negligence on its part Timeless Beauty Boutique cannot be held liable for any loss suffered if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

5.3 Products purchased from us are not for re-sale or distribution. We can at our sole discretion restrict ordering to a maximum of 3 pieces of any individual products and reserve the right to cancel any Orders which are suspected are being purchased for re-sale or distribution.

Delivery

6.1 Any date or period for delivery shall be considered as indicative only, although it is our policy to try to dispatch all orders within 3 working days. Any products not available at the time of your order will be sent to you, as soon as possible, when received from the supplier. we cannot be held responsible for delays in the delivery caused by the supplier, the carrier or any other third party.

Shipping

7.1 All Orders will be shipped using Royal Mail 1st class 'signed for' postage. We have the right

to fluctuate any prices in proportion with its costs for shipping.

7.2 First Class service aims to be delivered next working day, including Saturdays from date of dispatch but this is not guaranteed and is the service offered by Royal Mail.

7.3 Once dispatched, we cannot be held responsible for late delivery or items lost by any courier(or Royal Mail) but will replace the item if the courier(all Royal Mail) confirms that the item is lost and has not been signed for.

Passing of Risk

8.1 Customer will assume risk of the products ordered once they have been delivered to the address specified on the Order. We accept no liability for undelivered parcels where the Customer provides an incorrect or invalid delivery address and/or fails to collect the Order from the delivery address specified.

8.2 In the event of an order being lost by a third party, Timeless Beauty Boutique bears no risk once it has left their trading premises. Where goods have been received damaged, a refund/exchange application will only be acknowledged if the goods are returned together with their original packaging within 14 days of receipt to the Timeless Beauty Boutique trading address, also see clauses 9 and 10, below.

8.3 All goods must be signed for, and the customer bears the risk once signed for. If a customer believes that a parcel has been tampered with, it is their responsibility to refuse to sign for the goods.

8.4 In the event of either of the circumstances detailed in clause 8.2 or 8.3, we will forward a

claim to the carrier on the behalf of the customer. Before this can be processed, WE will require any loss to be advised in writing before any claim can be pursued.

8.5 This is not a guarantee and we have the right to refuse any application. Any refund/exchange given is at the discretion of the management of Timeless Beauty Boutique. Failure to give accurate information while making a claim may lead to a prosecution.

Acceptance

9.1 The Customer shall inspect the goods within a reasonable time after their receipt and shall be deemed to have accepted the goods unless within 14 days after their receipt the Customer shall have notified the seller in writing or by email that the goods are rejected (this does not however affect the customer's statutory rights). If no such action has been taken, we shall consider the products being as described, of satisfactory quality and fit for their purposes, and may not accept any reject at a later date.

Returns Procedure

10.1 If the goods are to be rejected in the time limit set in clause 9 above, the Customer shall comply with the return procedure as defined in clause 10.2, below. We will not accept any returned goods should the return not follow the aforementioned return procedure.

10.2 The Customer must follow the returns policy set out as detailed This requires emailing to us at:- beauty@timelessbeautyboutique.co.uk to notify their intention to return any goods.

10.3 In cases where the rejection of the goods is due to a defect or discrepancy in the order, the Customer is entitled to a full refund or

replacement. The faulty or damaged product must be returned to us before the refund or replacement can be issued. We will examine the returned product and will notify you of your refund within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirm to you that you were entitled to a refund for the defective product. Products returned by you because of a defect will be refunded or replaced in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

10.4 In cases where the rejection is due to an incorrect order from the Customer or to dissatisfaction, the Customer is entitled to a partial refund (full refund of the goods less any postage costs), unless the order is cancelled within the cooling off period in accordance with clause 11, in which case a full refund will be given. However, the Customer will be responsible for the cost of returning the item to us. Goods must be returned to us before the partial refund can be issued.

Cancellations

11.1 Cancellations which are not due to a defect or discrepancy are only accepted if the Customer complies with the following cancellation procedure and the follows the Returns Procedure outlined in Clause 10.

11.2 Within 7 working days after receipt of the goods, the Customer must contact us in writing via the contact details below. The goods must be 'as new', unused and unopened, in original undamaged packaging, including all items and free gifts received. It is the Customer's

responsibility to take reasonable care of the products until their return to us. We will consider that the Customer has not taken reasonable care if the goods have been used in a way or extent, exceeding what a customer would similarly examine the goods in a retail shop prior to purchase.

Our Liability

12.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the contract.

12.2 We only supply the products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.3 We do not in any way exclude or limit our liability for:

12.3.1 death or personal injury caused by our negligence;

12.3.2 fraud or fraudulent misrepresentation;

12.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

12.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

12.3.5 defective products under the

Consumer Protection Act 1987.

12.4 As a consumer, you have legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

Privacy Policy

13.1 Any information passed through to us is managed in accordance with the Data Protection Act 1998 (registration number Z1734687) If a customer wishes for their information to be removed from our database, this should be requested in writing to beauty@timelessbeautyboutique.co.uk.

13.2 We may collect and process the following data about you:

13.3 Information that you provide by filling in forms on the Website. This includes information provided at the time of registering to use the Website and purchasing goods.

13.4 If you contact us, we may keep a record of that correspondence.

13.5 Details of transactions you carry out through the Website and of the fulfillment of your orders.

13.6 Details of your visits to the Website.

13.7 We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

13.8 We use information held about you in the following ways:

13.9 To ensure that content from the Website is

presented in the most effective manner for you and for your computer.

13.10 To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.

13.11 To carry out our obligations arising from any contracts entered into between you and us.

13.12 To allow you to participate in interactive features of our service, when you choose to do so.

13.13 To notify you about changes to our service.

13.14 We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these.

13.15 Please note, credit card details are not retained online. The only information stored is a customer's transaction history, name, address & e-mail address.

13.16 By submitting your email address in connection with the order/purchase process, you agree that we may use your email address to contact you for matters regarding your order and other promotional activity. If you wish to cancel your subscription to us, you can do so at any time by emailing beauty@timelessbeautyboutique.co.uk with a request to be removed.

Intellectual Property

14.1 The Customer shall respect all licence agreements delivered by the copyright owners. We cannot be held responsible or liable for any misuses conducted by the Customer or any third party.

14.2 All trademarks shown on the website belong to their registered owners and must not be copied without prior permission.

Reviews

15.1 Whenever you submit a review or make use of another feature that allows you to upload material to the Website, or to make contact with other users of the Website, you warrant that you will be accurate and that you will not submit content that is unlawful or otherwise objectionable. This includes, but is not limited to, content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist. You warrant that any such contribution complies with those standards and that you own or otherwise control all of the rights to the content that you post, and you indemnify us for any breach of these warranties.

15.2 Any material you upload to the Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content.

15.3 We have the right to use the name that you submit in connection with such content and to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

15.4 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the

Website.

15.5 We have the right to remove any material or posting you make on the Website if, in our opinion, such material does not comply with the content standards set out above.

International Customers

16.1 Customers from outside the UK can only pay by Paypal otherwise specified. All other terms and conditions apply.

Changes to Terms & Conditions

17.1 We reserve the right to change these terms and conditions at any time without prior notice.

Law

18.1 These terms and conditions are governed and shall be interpreted in accordance with English Law. Any person attempting to make fraudulent credit card transactions will be prosecuted with no exception.