



## TERMS AND CONDITIONS

### **DEFINITIONS**

“**Seller/we/our/us/Joanne fox hair**” means **Joanne fox** trading as Joanne Fox hair extensions, Silver birch road, Hartlepool, TS26 0BD, (registered in England) and the company's website [www.joannefoxhairextensions.com](http://www.joannefoxhairextensions.com)

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

“**International Customer**” shall mean, “**Customer**” from outside the United Kingdom.

“**Website**” shall mean [www.joannefoxhairextensions.com](http://www.joannefoxhairextensions.com) or any other subdomains of [samplebeauty.com](http://samplebeauty.com) which may be accessible unless expressly excluded by their own terms and conditions.

“**Online Store**” shall mean the method by which the Customer browses and purchases the products from Joanne fox hair, being the Website and/or the App.

“**Order**” shall mean the submission of an order for products on the “Online Store” by the “Customer”.

### **GENERAL**

1. These terms and conditions are applicable to the supply of products made by the Seller, hereafter referred as Joanne fox hair, to the buyer hereafter referred as the Customer.
2. The Online Store is for use by individuals aged 15 and over. You should not use the Online Store if you are under this age.

## ***PRICE OF PRODUCTS SUPPLIED***

1. The prices of the products will be as quoted on the Online Store from time to time. We take reasonable care to ensure that the prices of products 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. Prices for our products may change from time to time, but changes will not affect any order which we have confirmed.
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 amend the amount of VAT you pay to the then prevailing rate, unless you have already paid for the products in full before the change in the VAT rate takes effect.
4. The Online Store contains a large number of products. It is always possible that, despite our reasonable efforts, some of the products on the Online Store 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 with the purchase of the product at the correct price or cancelling your order.

We will not process your order until we have your instructions, confirmed in writing by e-mail, fax or letter. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the products to you at the incorrect (lower) price.

You must provide us with your contact details, and it is your responsibility to ensure that these are correct and accurate at all times.

## ***PAYMENT***

1. Payments may be made by one of the following payment methods for the products, (except International Customers see clause 16) unless otherwise specified:

Major credit cards as listed: **Visa, MasterCard, Maestro, Visa Electron and PayPal.**

2. You may select to view the price of the products on our Online Store in any currency supported by us and the relevant exchange rate at the date you make payment shall be applied on checkout so payment is received by us in GB Pounds Sterling.
3. Any discount or other promotional codes issued by Joanne Fox Hair from time to time are strictly subject to the individual terms and conditions with which they were issued, which may include, amongst other things, eligibility of use and maximum order value. Certain products may be excluded and you will not be able to use discount codes in respect of such brands/products.
4. We reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card has been charged (and will refund in full any amounts paid by you in respect of the order).

Discount codes are non-transferable and bear no cash value. Any discount code sent to you by email or any other method is confidential and the Customer shall not share this with any other person.

## ***PASSING OF PROPERTY***

1. Joanne Fox Hair shall retain title and ownership of the products until full payment has been made by the Customer and has been received as cleared funds by the seller. The Customer will own the products once full payment has been received by Joanne Fox Hair as defined above.

## **ORDERS**

1. All Orders are subject to acceptance and availability. Upon placing an Order with Joanne Fox Hair, the Customer will receive an order acknowledgement and subsequent update email(s). Receipt of the acknowledgement and these emails does not confirm that the Order has been accepted by Joanne Fox Hair.

Order acceptance and the creation of the contract between Joanne Fox Hair and the Customer will start at the time the products ordered by the Customer are despatched from Joanne Fox Hair's warehouse to be delivered to the address supplied by the Customer.

2. Joanne Fox Hair will take all reasonable care in accordance with applicable laws, 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 (and, subject to applicable laws, including laws relating to data protection and privacy) Joanne Fox Hair cannot be held liable for any loss suffered by Joanne Fox Hair if a third party procures unauthorised access to any data you provide when accessing or ordering from the Online Store.

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 Online Store; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

3. Products purchased from Joanne Fox Hair are not for re-sale or distribution. Joanne Fox Hair can at its sole discretion restrict ordering to a maximum of 5 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**

1. Any date or period for delivery shall be considered as indicative only. It is our policy to try to despatch 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. In any case, delivery will be made within 30 days after the date we accept your order.

If there are delays in the delivery caused by the supplier, the carrier or any other third party then Joanne Fox Hair will contact you as soon as possible to let you know and, provided we do this, we will not be liable for such delay. If there is a substantial delay you may end the contract using the procedure at clause 10 below and will be entitled to receive a refund for any products you have paid for but not received.

2. We deliver to the countries listed on the Online Store, subject to our absolute discretion, ("International Delivery Destinations"). However there are restrictions on some products for certain International Delivery Destinations, so please review the information on the Online Store carefully before ordering products.
3. If you order products from the Online Store for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount and therefore accept no liability or responsibility in this respect.
4. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
5. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.
6. If Joanne Fox Hair deliver your products late then you may treat the order as at an end in any of the following circumstances: if Joanne Fox Hair have refused to deliver the products, if delivery within the delivery deadline was essential (taking into account all the relevant circumstances), or if you told Joanne Fox Hair before the order was accepted that delivery within the delivery deadline was essential. If you do not want to end the order, you can set another delivery deadline (which must be reasonable) and end the order if Joanne Fox Hair don't meet the new order deadline. Otherwise, you can cancel the order and we will refund any amounts paid for the products and delivery.

Where products have been delivered, you must return these to Joanne Fox Hair at the address above and we will refund the costs of such return.

## ***SHIPPING***

1. All Orders will be delivered using the service as detailed at the time of ordering. Joanne Fox Hair has the right to fluctuate any prices in proportion with its costs for shipping but the cost of delivery will always be notified to you prior to completion of your order. The Customer must request any other delivery method at the time of order.

## ***PASSING OF RISK***

1. Customer will assume risk of the products ordered once they have been delivered to the address specified on the Order. Joanne Fox Hair 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 following our reasonable efforts to contact you to deal with this.
2. In the event of an order being lost by a third party which has either been authorised by you to accept the products or a courier commissioned by you to deliver the products, Joanne Fox Hair bears no risk once it has been delivered to them. Where products have been received damaged, a full refund will be made if we are notified of the problem within 30 days of delivery by phone, email or otherwise in writing. You will then be required to return the products together with their original packaging to the Joanne Fox Hair trading address, also see clauses 9 and 10, below.
3. Where the products are signed for, the customer bears the risk once the products are signed for (provided they are signed for by the customer or a person identified as authorised by you). If a customer believes that a parcel has been tampered with, it is their responsibility to refuse to sign for the products (for the avoidance of doubt, signature for the parcel does not affect your rights of return under clause 10).

## ***TITLE AND DEFECTS***

1. The Products shall be owned by you once we have received payment in full for the Products. The Customer shall inspect the products within a reasonable time after their receipt. The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. The Customer shall notify

the seller in writing or by email if the products are faulty or miss-described and shall be entitled to a full refund, to get the product repaired or replaced or to get some of their money back (please see clause 10 below).

### ***RETURNS PROCEDURE***

1. If the products are to be rejected, the Customer shall comply with the return procedure as defined in this clause 10. Joanne Fox Hair will not accept any returned products should the return not follow the aforementioned return procedure.
2. The Customer must follow the returns policy set out at This requires emailing Joanne Fox Hair ([jofoxhair@outlook.com](mailto:jofoxhair@outlook.com)) to notify their intention to return any products.
3. In cases where the rejection of the products is due to a defect or discrepancy in the order, the Customer is entitled to a full refund within 30 days of the date of delivery of the products. The Customer must notify Joanne Fox Hair within 30 days of delivery and return the product to Joanne Fox Hair before the refund can be issued.

We will examine the returned product and will notify you of and process your refund within a reasonable period of time and, in any case, within 14 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 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.

4. In cases where rejection of products is due to a defect or miss-description, in addition to the right at clause above, for up to 6 months following the date of delivery, the Customer shall be entitled to a refund (at our discretion). You must notify us that a refund is required in accordance with our returns policy and return the product to us. Following expiry of this period and for up to 6 years from delivery, you may be entitled to a partial refund.

The rights described in clauses 3 and 4 are a summary of your key legal rights. For more detailed information please visit the Citizens Advice website at [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

5. In cases where the rejection is due to an incorrect order from the Customer or to dissatisfaction (where we are not at fault), the Customer is entitled to a partial refund (full refund of the products 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 Joanne Fox Hair. Products must be returned to Joanne Fox Hair before the partial refund can be issued.
6. If any problems with your products cannot be satisfactorily resolved through our returns procedure, you may want to submit your issue for online resolution.
7. In cases where you wish to cancel due to something we have done or are going to do, you should notify us in accordance with our returns procedure and we will refund you in full for any products not provided (including delivery costs). This includes the following:
  1. Section:1 Joanne Fox Hair have told you about an upcoming change to the product or these terms which you don't agree to;
  2. Section:2 Joanne Fox Hair have told you about an error in the price or description or the product and you don't want to proceed;
  3. Section:3 Delivery of the products has been substantially delayed by an event outside of our control; and
  4. Section:4 The Customer has a legal right to end the order because of something Joanne Fox Hair has done.
8. Where the Customer wishes to return a Product it must either return them in person, post them back to Joanne Fox Hair or (only if they are not suitable for posting) allow us to collect them from you. Where you are returning products pursuant to clauses in sections 3, 4 or 7 then we will pay the costs of postage or collection.

## **CANCELLATIONS**

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



2. Within 14 days after receipt of the products, the Customer must contact Joanne Fox Hair in writing via the contact details above and, following which, they must be returned to us within 14 days of you telling us you want to change your mind. The products must be 'as new' and unused, 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 Joanne Fox Hair. Joanne Fox Hair will consider that the Customer has not taken reasonable care if the products have been used in a way or extent, exceeding what a customer would similarly examine the products in a retail shop prior to purchase and will be entitled to deduct an amount reflecting any such reduction in value due to your use. Any refund will be made within 14 days of receipt of the Customer's returned products.

### ***OUR LIABILITY***

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.
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.
3. We do not in any way exclude or limit our liability for:
  1. Death or personal injury caused by our negligence;
  2. Fraud or fraudulent misrepresentation;
  3. Defective products under the Consumer Rights Act 2015.
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***

1. We will only use your personal data as set out in our privacy policy.
2. The Customer shall respect all licence agreements delivered by the copyright owners. Joanne Fox Hair cannot be held responsible or liable for any misuses conducted by the Customer or any third party.
3. All trademarks shown on [www.joannefoxhairextensions.com](http://www.joannefoxhairextensions.com) belong to their registered owners and must not be copied without prior permission.
4. You must not use, adapt, adopt or replace any part of the materials, information and wording on the Online Store for commercial purposes without obtaining a licence to do so from us or our licensors.

## ***REVIEWS***

1. Whenever you submit a review or make use of another feature that allows you to upload material to the Online Store, or to make contact with other users of the Online Store, 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, that such post shall not breach or infringe the rights of any third party and you indemnify us for any breach of these warranties.
2. Any material you upload to the Online Store 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.
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 Online Store constitutes a violation of their intellectual property rights, or of their right to privacy.
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 Online Store.

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

### ***CHANGES TO TERMS & CONDITIONS***

1. We reserve the right to change these terms and conditions at any time but will notify you in advance of such changes.

### ***LAW AND JURISDICTION***

**19. These terms and conditions are governed and shall be interpreted in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. Any person attempting to make fraudulent credit card transactions will be prosecuted with no exception.**