



Amiwigs Ltd

Terms and conditions for the purchase of AmiWigs wigs and hair pieces.

PLEASE ENSURE THAT YOU READ THESE TERMS CAREFULLY, AND CHECK THAT THE DETAILS SET OUT IN THE "DESCRIPTION OF GOODS" ARE COMPLETE AND ACCURATE BEFORE PAYING YOUR DEPOSIT. IF YOU THINK THAT THERE IS A MISTAKE, PLEASE CONTACT US TO DISCUSS IT, AND PLEASE MAKE SURE THAT YOU ASK US TO CONFIRM ANY CHANGES TO YOUR ORDER IN WRITING TO AVOID ANY CONFUSION BETWEEN YOU AND US. ADVICE ABOUT YOUR LEGAL RIGHTS IS AVAILABLE FROM YOUR LOCAL CITIZENS' ADVICE BUREAU OR TRADING STANDARDS OFFICE. NOTHING IN THESE TERMS WILL AFFECT YOUR LEGAL RIGHTS AS A CONSUMER.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions in this clause apply in the terms and conditions set out in this document:

Amended Order Confirmation: has the meaning given in clause 3.3.

Delivery Costs: has the meaning given in clause 8.4.

Delivery Delay: has the meaning given in clause 6.4.

Deposit: has the meaning given in clause 8.6.

Discussion Materials has the meaning given in clause 2.6.

Events Outside Our Control: has the meaning given in clause 11.1.

Goods: the products that we are selling to you as set out in the Order Confirmation.

Goods Production Process: the entire process of creating and producing the Goods.

Order: your order for Goods that has been accepted by us and in respect of which we have given you an Order Confirmation.

Order Confirmation: has the meaning set out in clause 2.4.

Quotation: has the meaning given in clause 2.2.

Terms: the terms and conditions set out in this document.

Wig Maintenance: has the meaning given in clause 4.5.

Wig Restoration: has the meaning given in clause 8.3

Writing or Written Notice: a notice written by hand or by e-mail only.

1.2 Headings do not affect the interpretation of these Terms.

2. OUR CONTRACT WITH YOU

2.1 The Terms are the terms on which we supply the Goods to you.

2.2 Any quotation for the Goods shall not constitute an offer and shall be valid for a period of thirty (30) calendar days from its date of issue, unless we notify you in Writing that we have withdrawn the quotation during this period (the "**Quotation**").

2.3 Your payment to us of the Deposit as specified in clause 8.6 represents an offer by you to enter into a binding contract which we are free to accept or decline at our absolute discretion. If we are unable to supply you with Goods, we will inform you of this in Writing and return the Deposit (less any expenses reasonably incurred by us as a result of processing your Order).

2.4 Subject to clause 2.3, these Terms shall become binding on you and us when we issue you with a Written Notice that confirms the details of your Order and specifies the order number that we have assigned to your Order (the "**Order Confirmation**"), at which point a contract shall come into existence between us. Please quote the order number in all subsequent correspondence with us relating to the Order.

2.5 We consider that these Terms and the Order Confirmation constitute the whole agreement between you and us. Any terms implied by trade, custom or course of dealing are excluded.

2.6 Any samples, drawings, or advertising we issue at any time (including during a consultation), and any illustrations contained in our catalogues or brochures (the "**Discussion Materials**"), are produced solely to provide you with an approximate idea of the Goods they describe and should be regarded as indicative only. Although we have made every effort to display colours accurately in the Discussion Materials, we cannot guarantee that Discussion Materials will accurately reflect the colour of Goods and your Goods may vary slightly from the Discussion Materials.

2.7 If any of these Terms are inconsistent with the Order Confirmation, the Terms shall prevail.

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time due to:

- (a) changes in how we accept payment from you; or
- (b) changes in relevant laws and regulatory requirements.

3.2 If we revise these Terms under clause 3.1, we will give you fourteen (14) calendar days written notice of any changes to these Terms before they take effect and you can choose to cancel the contract in accordance with clause 12.5(b).

3.3 You may, within fourteen (14) calendar days of the day after we send you the Order Confirmation, amend an Order by providing us with Written Notice of the changes you require. If you amend an Order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment. We will then notify you in Writing of the details of the amended Order and specify any changes to the price of the Goods and any increase or decrease in the Deposit amount resulting from the amendment of the Order (the "**Amended Order Confirmation**"). Having received the Amended Order Confirmation, you may cancel your amended Order in accordance with clause 12.1 as if the Amended Order Confirmation was an Order Confirmation.

4. THE GOODS

4.1 Subject to clause 4.3, we warrant that upon collection or delivery by our agent, the Goods shall:

- (a) conform in all material respects with the Order Confirmation;
- (b) be of satisfactory quality;
- (c) be fit for any purpose we say the Goods are fit for;
- (d) be free from material defects in design, material and workmanship; and
- (e) comply with all applicable statutory and regulatory requirements.

4.2 The warranty in clause 4.1 is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. As a consumer, you have legal rights in relation to Goods 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.

4.3 The warranty in clause 4.1 does not apply to any defect in the Goods arising from:

- (a) fair wear and tear;
- (b) wilful damage, accident, negligence by you or any third party;

- (c) your use of the Goods in a way that we do not recommend;
- (d) your failure to follow our instructions (including any "care" information that we have provided you with); or
- (e) any alteration or repair you carry out without our prior written approval.

4.4 These Terms apply to any repaired or replacement Goods we supply to you in the event that the original Goods are faulty or do not otherwise conform with the Order Confirmation.

4.5 Upon request to us, we will provide you with details of maintenance services that we may be able to provide you in connection with your purchase of Goods ("**Wig Maintenance**"). For the avoidance of doubt, any provision of Wig Maintenance shall be at an additional cost and is not included in the price of the Goods.

5. DEFECTIVE GOODS AND RETURNS

5.1 If Goods do not conform with these Terms, please let us know as soon as possible after delivery. We will ask you to return the Goods to us at our cost and once we have checked that the Goods are actually faulty, we will:

- (a) provide you with a full or partial refund;
- (b) replace the Goods; or
- (c) repair the Goods,

depending on what we (acting reasonably) determine in the circumstances.

5.2 Goods that conform to the Order Confirmation in all material respects may not be returned to us. No replacement, repair or full or partial refund will be offered in such an event.

6. COLLECTION AND DELIVERY

6.1 Where the Order Confirmation specifies that Goods are to be collected by you, you may collect the Goods from our premises during our working hours from the date on which we notify you that they are ready.

6.2 Where the Order Confirmation specifies that Goods are to be delivered to an address designated by you, we will despatch the Goods within seven (7) calendar days of the date on which the Order is completed. We will contact you with an estimated delivery date when we despatch the Goods. We will take reasonable steps to meet the delivery date. However, occasionally delivery may be affected by Events Outside Our Control and so cannot be guaranteed. Please see clause 11 for our responsibilities when this

happens. We will inform you if we become aware of an unexpected delay and will arrange a new delivery date with you.

6.3 Fulfilment of your order shall be carried out in accordance with the details of your Order, as confirmed by us to you in the Order Confirmation as specified in clause 2.4, and the Order shall be completed either: (a) when you collect the Goods from us; or (b) when the Goods are despatched for delivery to the address designated by you, depending on what is specified in the Order Confirmation with regards to collection and delivery.

6.4 If you fail to take delivery of the Goods within seven (7) calendar days of the date on which we notify you that the Goods are ready ("**Delivery Delay**"), except where this failure is caused by our failure to comply with these Terms or by an event beyond your control:

- (a) we will store the Goods until delivery takes place; and
- (b) we shall have no liability to you for late delivery.

6.5 We will notify you in the event that the Delivery Delay will incur a cost and inform you of the amount of the cost.

6.6 We will take reasonable steps to pack the Goods properly and to ensure that you receive the Goods in good condition.

7. TITLE AND RISK

7.1 The Goods will be your responsibility: (a) from the time of delivery; or (b) from when you collect the Goods from us, depending on what is specified in the Order Confirmation with regards to collection and delivery.

7.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including Delivery Costs.

8. PRICE AND PAYMENT

8.1 Subject to clauses 8.2 and 8.4, the price of the Goods will be as set out in the Order Confirmation. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in Writing.

8.2 Our prices do not include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

- 8.3 For the avoidance of doubt, damage to the Goods caused by:
- (a) wilful damage, accident, negligence by you or any third party;
 - (b) your use of the Goods in a way that we do not recommend;
 - (c) your failure to follow our instructions (including any "care" documents that we have provided you with); or
 - (d) any alteration or repair you carry out without our prior written approval,
- shall not constitute fair wear and tear.
- 8.4 The price of the Goods supplied under these Terms shall exclude the price of delivery, which will be added to the total amount due (the "**Delivery Costs**"). Delivery Costs shall be set out in the Order Confirmation. Please note that timescales for delivery and Delivery Costs may vary depending on the Goods to be delivered, the form of delivery requested by you in your Order and your address.
- 8.5 It is possible that, despite our best efforts, some Goods we sell may be incorrectly priced. We will normally check prices as part of our despatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when despatching the Goods to you. If the Goods' correct price is higher than our stated price, we will contact you to tell you and ask for your instructions. 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 Goods to you at the incorrect (lower) price.
- 8.6 A deposit of fifty (50) percent of the price of the Goods (the "**Deposit**") must be paid to us no later than seven (7) calendar days after the day we send you the Order Confirmation. If any part or all of the Deposit payment is dishonoured, we may, within seven (7) working days of being notified that the Deposit payment has been dishonoured, contact you to inform you that your Deposit payment has been dishonoured and we shall stop processing your Order until full payment of the Deposit is received by us.
- 8.7 Payment for all Goods (excluding payment of the Deposit, which must be paid in advance of collection or delivery, as specified in clause 8.6) supplied in accordance with the Order Confirmation in all material respects must be made: (a) on Collection of the Goods; or (b) where the Goods have been ordered for Delivery, when the Goods have been despatched, whichever is specified in your Order Confirmation. For the avoidance of doubt, where the Goods have been ordered for delivery, although payment details will be required in advance, we will not charge your credit or debit card until we despatch the Goods.

- 8.8 Payment of the Deposit and price may only be made by cash, cheque, credit card or bank transfer, or any other electronic money transfer system that we may specify from time to time and in full and in cleared funds to a bank account specified by us.
- 8.9 If you do not make any payment due to us by the due date for payment (as specified in clause 8.7), without limiting our cancellation rights under clause 13 or any other remedies or rights we may have, we shall charge interest to you on the overdue amount at the rate of three (3) percent a year above the base rate of National Westminster Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay us interest together with the overdue amount.
- 8.10 Without limiting any other remedies or rights that we may have, if you do not pay us in the manner specified in clause 8.8 and/or by the time specified in clause 8.7, we may cancel or suspend any other outstanding Order of yours until you have paid the outstanding amounts owing to us.
- 8.11 Clause 8.9 and clause 8.10 shall not apply for the period of the dispute if you, in good faith, dispute a payment owed to us and let us know promptly after you have received the relevant invoice that you dispute it.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The copyright, design right and all other intellectual property rights in the Goods and the Goods Production Process, any materials and other documents or items that we prepare or produce for you in connection with the Goods and the Goods Production Process will belong to us absolutely.
- 9.2 You may not use the Goods, materials, documents or other items detailed in clause 9.1 for any commercial purpose.

10. OUR LIABILITY TO YOU: CUSTOMER'S ATTENTION PARTICULARLY DRAWN HERE

- 10.1 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 the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. For the avoidance of doubt, loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 10.2 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business

opportunity that may result from your use of the Goods for any purpose other than domestic and private use.

- 10.3 We do not exclude or limit in any way our liability for:
- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) defective products under the Consumer Protection Act 1987.

11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("**Events Outside Our Control**").

11.2 Events Outside Our Control means any act, event, non-occurrence, omission or accident beyond our reasonable control and include, in particular, but is without limitation to, the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) the acts, decrees, legislation, regulations or restrictions of any government;
- (g) pandemic or epidemic; or
- (h) failure of public or private telecommunications networks.

11.3 If Events Outside Our Control take place that affect the performance of our obligations under these Terms:

- (a) we will contact you as soon as reasonably possible to notify you; and

- (b) our obligations under these Terms shall be suspended for the period that the Events Outside Our Control continue for, and we will have an extension of time to perform these obligations equal to the duration of that period. We will take reasonable steps to bring the Events Outside Our Control to a close or to find a solution by which our obligations under these Terms can be performed despite the Events Outside Our Control. Where Events Outside Our Control affect our delivery of Goods to you, we will arrange a new delivery date with you after Events Outside Our Control are over.

11.4 You may, as specified in clause 12.5(a), cancel the contract if Events Outside Our Control take place and you no longer wish us to provide the Goods. We will only cancel the contract if Events Outside Our Control continue for longer than 3 weeks, in accordance with our cancellation rights, as specified in clause 13.1.

12. YOUR CANCELLATION RIGHTS

12.1 You may cancel any Order within seven (7) calendar days of the day after the day you receive the Order Confirmation by contacting us in Writing. We will confirm your cancellation in Writing to you and your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive cancellation. Where the Deposit amount is sufficient, we will deduct any such payment from the Deposit.

12.2 Subject to the deduction from your Deposit of our reasonable costs as specified in clause 12.1, if you cancel an Order under clause 12.1 and you have made any payment in advance for the Goods that have not been delivered to or collected by you, we will refund these amounts to you.

12.3 Where the amount of the Deposit is less than the amount of all costs we reasonably incur in fulfilling the Order until we receive your Written Notice of cancellation as required by clause 12.1, you shall be liable to pay to us any outstanding amounts we inform you are due to us by you as a result of us having processed your Order.

12.4 Unfortunately, if you cancel an Order under clause 12.1 and we have already despatched your Goods to you, we will not be able to cancel your Order until it is delivered to you. In this case, if you return the Goods to us, we will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to us. This will not affect your refund for the Goods, but any charge for collection may be deducted from the refund that is due to you.

12.5 Notwithstanding clauses 12.1, 12.2 and 12.3, you may cancel this contract:

- (a) subject to clause 11.4, at any time, if Events Outside Our Control occur; or
- (b) we change these Terms pursuant to clause 3.2.

If the events stated in 12.5(a) or 12.5(b) occur, upon request, we will refund any amounts you have paid to us to fulfil your Order (including the Deposit).

- 12.6 Cancellation of the contract by you will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

13. OUR CANCELLATION RIGHTS

- 13.1 We may have to cancel an Order before the Goods are delivered due to Events Outside Our Control or the unavailability of stock. We will promptly contact you if this happens.

- 13.2 If we have to cancel an Order pursuant to clause 13.1 and:

- (a) you have made payment in advance for the Goods that have not been delivered to you (including the Deposit), we will refund these amounts to you; and
- (b) where we have already started work on your Order by the time we have to cancel, we will not charge you anything and you will not have to make payment to us.

- 13.3 Cancellation of the contract by us will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

14. DATA PROTECTION

- 14.1 We will only use the personal information you provide to us to provide the Goods, process your payment for the Goods, and to inform you about similar Goods which we provide (unless you tell us that you do not want to receive this information). We will not pass your data to third parties.

15. NOTICES AND COMMUNICATIONS

- 15.1 We are a company registered in England and Wales. Our Company registration number is 07867957 and our registered office is AmiWigs Limited, Second Floor,1 Union Court, Richmond, Surrey, England TW9 1AA.

- 15.2 If you have any questions or if you have any complaints, please contact us by emailing us at info@amiwigs.co.uk. Please use the subject line "Complaint" or "Query" as relevant.

15.3 If you wish to contact us in Writing, or if any clause in these Terms requires you to give us notice in Writing (for example, to cancel the contract), you can send this to us by notice in Writing to AmiWigs Limited, Second Floor, 1 Union Court, Richmond, Surrey, England TW9 1AA or info@amiwigs.co.uk. We will confirm receipt of this by contacting you in Writing. If we have to contact you or give you notice in Writing, we will do so to the address you have provided to us and that we have confirmed in the Order Confirmation. If any of the details you have provided to us in the Order change after you have received the Order Confirmation, it is your duty to inform us of this change and we will not be responsible for any loss or damage suffered by you as a result of your failure to inform us of this change.

16. GENERAL

16.1 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

16.2 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

16.3 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you in relation to these Terms, that will not mean that we will automatically waive any subsequent default by you in relation to these Terms. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in Writing.

16.4 A person who is not party to these Terms shall not have any rights under or in connection with these Terms under the Contracts (Rights of Third Parties) Act 1999.

16.5 These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts.