**The Hair Hut**

**TERMS AND CONDITIONS**

1. INFORMATION ABOUT US

This site is operated by and the goods you purchase will be supplied by The Hair Hut Our main trading address is 3 Vereland road , Hutton, Weston super mare, North Somerset. Bs24 9TE. VAT is included in our pricing. You can contact us by e-mail at johamlin@yahoo.co.uk, by telephone on 07969196346 calls charged at normal mobile rates, depending on supplier, or write to us at 3 Vereland road , Hutton, Weston super mare, North Somerset. Bs24 9TE.

The Hair Hut applies itself under the Trusted Shops Code of Conduct which can be viewed at www.trustedshops.co.uk Online dispute resolution according to Art. 14 (1) Regulation on consumer ODR:

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed under http://ec.europa.eu/consumers/odr/.

2. YOUR PERSONAL INFORMATION

We www.thehairhut.org is owned by the hair hut and the data controller is johamlin at the hair hut The data controller is responsible for and controls the processing of your personal data in accordance with the Data Protection Act 1998 Your personal data will be used to provide the information, goods and services offered

through our website to you, for billing and order fulfilment.

PRIVACY POLICY

We are committed to protecting your privacy online. We appreciate that you do not want the personal information you provide to us distributed indiscriminately and this policy explains how we collect information about you, what we do with it and what controls you have. Personal data we may collect about you We can only provide the goods and services ordered by you if you provide us with your personal

data. For the purpose of providing these services, we collect personal data about you such as your name, address, e-mail address, telephone and mobile phone numbers, payment card information,

We will use the information you provide for the purposes described in this privacy policy to which you agreed to at the time your data was obtained. Your personal data will be used to provide the information, goods and services offer Your personal data will be used to provide the information, goods and services offered

through our website to you, for billing and order fulfilment

3. ORDERING

You may place an order to purchase goods advertised for sale on this site by following the onscreen prompts after clicking on the item you wish to purchase. You will have an opportunity to check and correct any input errors in your order up until the point at which you place your order by clicking the "buy" button on the checkout page. If you submit an order for goods via this site by clicking the buy

button, your order is an offer to us to buy the goods you have ordered on this site. We will acknowledge receipt of your order by sending you an automatically generated email

accepting your order. With this e-mail the contract will be concluded. If the details in the e-mail confirming your order are not correct, or if you are not satisfied with the details in the e-mail, please contact us at johamlin@yahoo.co.uk or post 3 Vereland road , Hutton, Weston super mare, North Somerset,. BS24 9TE

The contractual language is English. Where we accept your order, we have a legal duty to supply goods that are in conformity Terms and Conditions 35 Guidelines e-commerce law with these Terms and Conditions.

4. PRICE AND DELIVERY COSTS

Information displayed on this site relating to pricing is subject to change by us without notice,

but those on the site at the time of any order placed will be the prices applicable to that order.

Occasionally, an error may occur and goods may be incorrectly priced in which circumstances

we will not be obliged to supply the goods at the incorrect price or at all. We will (at our discretion)

either cancel your order and refund the price you have paid or use reasonable endeavour

to contact you and ask you whether you wish to continue with the order at the correct

price. If we are unable to contact you or you do not wish to continue with the order at

the correct price, we will cancel your order and refund the price you have paid. However,

where the correct price of the goods is less than our stated price, we may (at our discretion)

continue with your order and charge the lower amount on dispatch.

Unless stated otherwise, all prices include VAT

5. AVAILABILITY AND DELIVERY

Information displayed on this site relating to availability is subject to change by us without

notice. We cannot guarantee permanent or continuous availability of all products on this site.

All orders are subject to availability at all times.

We deliver within the United Kingdom only.

We will deliver the goods ordered by you to the address you give us for delivery at the time

you make your order on this site.

Delivery will be made according to the information on the product pages after your order is

accepted.

We will use reasonable endeavour to deliver the goods on any specified date we agree, or if

no date is specified, within 30 days after the day on which we accept your order. In the case

of unforeseen circumstances beyond our reasonable control (for example, adverse weather

conditions, unpredictable delays caused by traffic congestion, road works, diversions or mechanical

breakdowns, in each case to the extent beyond our reasonable control) we may not

be able to deliver the goods within these timescales and we will not be liable for any delay or

failure to deliver the goods if the delay or failure is wholly or partly caused by such circumstances.

In the event that a delivery does not take place, we and you will agree an alternative

delivery date.

We are also not responsible for any delay in delivery caused by the unavailability of someone

to take delivery of the products. It is your responsibility to contact the post office or courier

company as applicable to arrange the collection or delivery of products that could not be delivered

because you were unavailable.

6. PAYMENT

We must receive payment in advance before your order can be processed and the goods can

be dispatched, unless we have agreed otherwise in advance in writing. Payment for goods can

be made by one of the following payments

 Credit card ([choose appropriate: Your credit card will be charged following our acceptance of your order Terms and Conditions 36 Guidelines e-commerce law

 Debit card ([choose appropriate: Your account will be charged following our acceptance of your order

Payment for goods must be made in accordance with the procedure explained in the information page "payment methods".

7. RIGHT TO CANCEL

Right to cancel

You have the right to cancel your order without having to give a reason at any time before your goods are dispatched or within 14 days after delivery, such 14 day period beginning on the day after you receive the goods. Where your order comprises multiple delivery shipments, the 14 day cancellation period for the goods in your order begins on the day after you receive the delivery of the last shipment to you.

You can also cancel an appointment 48 hours before it commences without a given reason and without incurring any costs, please see cancellation policy for this in particular.

To exercise your right to cancel, you must inform us of your decision to cancel by phone, mail, text

or e-mail using the contact details set out above. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation. Please make sure you receive a response before presuming it has been received.

Cancellation consequences

You must send the goods back to us to our 3 Vereland road , Hutton, Weston super mare, North Somerset,. BS24 9TE at your own cost (unless we delivered the item to you in error or the item is damaged or defective) without undue delay and in any event within 14 days after the day of the cancellation.

You will not have any right to cancel a purchase for the supply of any of the following goods:

* The supply of goods for which the price is dependent on fluctuations in the financial market

which cannot be controlled by us and which may occur within the cancellation period

* The supply of goods that are made to your specifications or are clearly personalised
* The supply of goods which are liable to deteriorate or expire rapidly

 (i) their price has been agreed at the time of the conclusion of the sales contract,

(ii) delivery of them can only take place after 30 days, and Terms and Conditions 37 Guidelines e-commerce law

(iii) their value is dependent on fluctuations in the market which cannot be controlled by us

* In the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery
* In the case of a contract for the supply of sealed audio or sealed video recordings or sealed computer software, if the goods become unsealed after delivery
* If the goods become mixed inseparably (according to their nature) with other items after delivery

8. REFUNDS POLICY

Following cancellation, we will refund you the price paid for the cancelled order (or part of

the order cancelled), less any collection or return charges (if any). We will also refund any

standard delivery charges paid, or an amount equal to those charges if you elect to use a

more expensive delivery method. We will pay the refund within 14 days after the day:

* You notified us to cancel your order, where you have not received the goods (and the

goods have not been dispatched to you) or where we have agreed to collect the goods; or,

* We receive the goods you returned to us, where you are in receipt of the goods; or
* You provide us with a proof of return for the goods, where you have returned the goods but we have not yet received them.

We will refund you using the same means of payment as you used to pay for your order. We

reserve the right to make a deduction from the amount of the refund for loss in value of the

goods returned where the goods show signs of unreasonable use; for these purposes, unreasonable

use means handling the goods beyond what is necessary to establish the nature,

characteristics and functioning of the goods, in particular if it goes beyond the sort of handling

that might reasonably be allowed in a shop. We may withhold any refund until we have

received the goods or you have supplied proof of return for the goods. Without limiting your

cancellation rights in Clause 7, if you are not satisfied with a product for any reason e.g. if it is

not what you ordered, it is damaged or defective, or we have delivered an incorrect quantity,

please return the product to us. Once we have confirmed the product defect or other problem,

we will:

* Provide a full refund for any product that is not what you ordered;
* Provide a full refund for any goods that are damaged or defective, if this is within a reasonable time following the sale; or at your option, repair or replace the goods at our cost (including the cost of postage), unless this would not be possible or would be disproportionately costly in the circumstances, in which case we will refund to you the amount paid for the goods in question

We will notify you of your refund via e-mail 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 confirmed to you via e-mail that you were entitled to a refund for defective goods.

9. CANCELLATION BY US

We reserve the right to cancel the contract between us if, for example:

* We have insufficient stock to deliver the goods you have ordered;
* we do not deliver to your area; or Terms and Conditions 38 Guidelines e-commerce law
* One or more of the goods you ordered was listed at an incorrect price.
* If we do cancel your contract, we will notify you by e-mail and will re credit to your account any sum deducted by us from your credit or debit card as soon as possible.

10. TITLE AND RISK

You will become the owner of the goods you have ordered when they have been delivered to

you and we have received clear funds in full payment for the goods. Once goods have been

delivered to you or a person nominated by you they will be held at your own risk and you will

be responsible for them.

11. LIABILITY

To the extent not prohibited by law, we accept no liability for any:

* Loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our contract);
* Loss which arises when we are not at fault or in breach of these Terms and Conditions; and
* Business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses, as well as business interruption) Nothing in these terms will affect any liability we may have:

(a) for fraudulent misrepresentation;

(b) for death or personal injury arising from our negligence:

(c) under Part I of the Consumer Protection Act 1987;

(d) for breach of any condition as to title or quiet enjoyment of or in relation to any goods

supplied by us; or

(e) in relation to any other liability, including any liabilities under sale of goods or supply of

services legislation, that may not by applicable law be excluded or limited.

12. EVENTS BEYOND OUR CONTROL

We will have no liability to you for any delay in delivering goods you have ordered that is

caused by any event or circumstance beyond our reasonable control (including, without limitation,

accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural

disaster, failure of telecommunications networks, inability to use transport networks, acts of

God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes,

acts or restraints of Government, and imposition of restrictions on imports or exports).

13. GENERAL

If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable,

the validity, legality or enforceable of any other part of these Terms and Conditions and the

remainder of the provision in question will not be affected.

No person other than you and us shall have any rights to enforce our agreement, whether

under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

If we fail to insist that you perform any of your obligations under our agreement, or if we do

not enforce our rights against you, or if we delay in doing so, that will not mean that we have

waived our rights against you and will not mean that you do not have to comply with those

obligations. If we do waive a default by you, we will only do so in writing, and that will not

mean that we will automatically waive any later default by you.

Terms and Conditions 39

Guidelines e-commerce law

You may not assign or transfer your rights or obligations under our agreement, unless we

agree in writing.

We may update, vary and amend these Terms and Conditions from time to time without prior

notice. Each time you order or otherwise purchase any goods from us, the Terms and Conditions

in force at that time will apply (as set out on this site). Please check this site to ensure

that you understand which Terms and Conditions apply.

14. LAW AND JURISDICTION

These terms are governed by English law. Any contract for the purchase of goods from this

site and any dispute or claim arising out of or in connection with any such contract will be

governed by English law. You and we both agree that the courts of England and Wales will

have non-exclusive jurisdiction. Northern Island will come under northern Island jurisdiction.