

# **TERMS AND CONDITIONS**

## **BAMBI LASHES LTD – TERMS OF SALE**

**PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN LEGALLY BINDING OBLIGATIONS. PLEASE PRINT AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE.**

### **1. Contract**

These terms of sale apply to the sale of all products ('Products') by BAMBI LASHES LTD ('us', 'we', 'our') which are made via our website at [www.bambilashesltd.com](http://www.bambilashesltd.com) (our 'Site'). Where you purchase Products as a consumer (i.e. for your own personal use and not for resale or other use in the course of business) ('Consumer'), your statutory rights are not affected.

**1.1** Any order placed by you constitutes only an offer by you to buy the Products you have selected. Placing an order carries with it an obligation for you to pay but places no obligation on us to provide those Products. When we receive your order, we will send you an e-mail (or emails) acknowledging that we have received your order and/or setting out the details of your order (including the applicable charges). These e-mails only confirm the details of your order and the fact that your order has been received. They do not comprise acceptance of your order.

**1.2** A contract between you and us ('Contract') will only be formed if/when we (i) expressly accept your order in writing or (ii) despatch the ordered Products to you (each, 'Acceptance' or 'Accepted'). Each Contract will relate only to those Products we have Accepted. We will be under no obligation to supply any Products until Acceptance. All orders are subject to acceptance by us in our absolute discretion.

### **2. Your status**

By placing an order with us, you warrant that you are authorised and/or entitled to enter into legally binding contracts with us and that in doing so you will not breach any law or any obligation to any third party. If you are an individual, you represent and confirm that you are at least 18 years of age and that you will use the Products in strict accordance with all guidance and other requirements issued by us (including any set out on our Site) and (if applicable) any usage requirements or conditions specified by the Product manufacturer. We will only accept orders for any adhesives, or any Product containing any adhesives, from appropriately qualified Professionals and if you place an order for any such Product, you represent and confirm that you are a Professional and that you will use the adhesives in strict accordance with our requirements.

### **3. Our status**

We are a UK limited company (registered N 12695002 ) with our registered office and Trading Office at 17a Birkbeck Road, Mill Hill, NW7 4BP, UK

#### **4. Product description and price**

**4.1** We have taken reasonable care to describe all Products as accurately as possible. However, slight variations in description may occur.

**4.2** The price of any Products will be as quoted on our Site from time to time, except in cases of obvious error. Our prices exclude delivery costs, which will be added to the total amount due in accordance with our delivery charges in force from time to time.

**4.3** Prices are liable to change at any time, but subsequent changes will not affect accepted orders.

**4.4** It is always possible that, despite our best efforts, some of the Products listed on our Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures, so that where a Product's correct price is less than our stated price we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

**4.5** We are under no obligation to provide the Product to you at an incorrect (lower) price, even after Acceptance, if the pricing error is obvious and/or could have reasonably been recognised as a mis-pricing.

#### **5. Payment**

Payment for all Products must be by credit or debit card, PayPal or by any of the other payment options specified on our Site. We shall be entitled to withhold delivery and/or cancel the Contract if we do not receive full payment from you in cleared funds. We will not charge your credit or debit card until we despatch your order but you should be aware that our payment processing provider will allocate the required funds at the point at which you place your order, such that the allocation will count against your current credit limit, despite the fact that the funds have not yet been deducted.

#### **6. Availability and delivery**

**6.1** Your order will be fulfilled without undue delay and by any delivery date confirmed by us or, if no delivery date is specified, then within 30 days of our Acceptance of your order. Delivery will be made to the delivery address specified when you submit your order.

**6.2** If delivery is delayed we shall inform you but we will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery, save that if we do not deliver within the said delivery periods, we shall refund you the paid purchase price upon request. If delivery cannot be made to your chosen delivery address, you will be informed as soon as reasonably possible.

**6.3** If you refuse the delivery of your order for reasons under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('Regulations') or you fail to take delivery because you have cancelled your Contract under the Regulations, we will refund or re-credit you for any sum paid by you or debited from your credit card for the Products in accordance with clause 10 below.

**6.4** Upon delivery of your order you may be asked to sign for the Products received. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of the delivery then please ensure you sign for the parcel "unchecked".

## **7. Adhesive Products – Professionals Only**

**7.1** Adhesives are Products which carry a risk of personal injury if they are not used and applied properly by appropriately qualified professionals, by which we mean someone who (i) holds a certificate of competence in individual eyelash extension, and (ii) is proficient and knowledgeable in the use and application of all eyelash extension products, particularly adhesives, and (iii) is fully insured regarding the said use and application of eyelash products and adhesives (together, a 'Professional').

**7.2** We will only supply adhesive Products to Professionals and we might require anyone ordering such Products to provide proof (to our satisfaction) which demonstrates that they are appropriately qualified, comply with all relevant standards and requirements and are otherwise suitable to apply the adhesive Products correctly. Should you fail to provide such information, or information to our satisfaction, we will not supply you with adhesive Products. If we have any reason at all to suspect that you are not appropriately qualified and compliant, we reserve the right not to supply you with any adhesive Products and/or to cancel any order placed by you, whether or not Accepted by us.

**7.3** Without prejudice to the requirements set out in clause 7.2 above, you undertake and covenant to use any adhesive Products as follows:

(a) You will first conduct a careful and detailed client consultation in which you will check for any potential contraindications;

(b) If any contraindications are found or indicated you will provide the material safety data sheet to the client's GP and obtain sign-off from the GP before proceeding any further with the client consultation or treatment;

(c) Subject to (a) and (b) above, you will carry out a 48 hour patch test prior to any use of adhesive Products, in accordance with any recommendations set by us and in line with best industry practice, and only proceed with any treatment following a positive outcome to the patch test;

(d) You will use adhesive Products only for closed eye treatments;

(e) You will never use any adhesive Products on any client who has or has had any eye condition; laser eye correction, open wounds on the face, eczema, dermatitis, psoriasis, recent semi-permanent make up or facial surgery, or any condition which would otherwise make them unsuitable for the use of adhesive Products.

## **8. Consumer rights**

**8.1** Where you contract as a Consumer, each Contract is subject to your rights of cancellation set out in this clause.

**8.2** In case if you change your mind and would like to cancel your order and receive a refund:

a) Contact us as soon as possible and return the products back to us within 14 days from receiving them. Please make sure that it is within 14 days period of receipt (otherwise we reserve rights not to refund) and that the products are unused, unopened and in its original packaging.

(b) The cancellation period expires after 14 days from the day you (or anyone nominated by you) receive(s) the last of the Products;

(c) If you decide to cancel your order and it's already been sent out by us to you, we will need to receive it back first before proceeding with the refund. Please allow up 30 days for this to happen.

(d) Some banks charge fees for sending payments to overseas in their own currency.

Unfortunately these are fees that Bambi Lashes Ltd has no control over as they are standard bank fees charged by the sender's bank. Please note that in event of refund we can only refund the amount we have received for products and not the bank charges.

(e) In case if the order had been lost please allow up to 30 working days before declaring it lost and claiming the refund for it. We ship orders by Royal Mail who instructed us that in some cases it can take as long as that. We will be able to proceed with the refund if it's over that period.

**8.3** To exercise the right to cancel, you must inform us of your decision to cancel the Contract by a clear statement (for example, a letter sent by post or e-mail). For these purposes, our contact details are: Telephone 07931 428 065, email [info@bambilashesltd.com](mailto:info@bambilashesltd.com)

**8.4** Should you cancel within the above periods, you will receive a refund of the price paid for the Products in accordance with our refunds policy, set out in clause 10 below, provided that you comply with any other applicable terms.

## **9. Risk and title**

The Products will be at your risk from the time you (or anyone nominated by you) receive(s) the Products. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, inclusive of all delivery charges.

## **10. Returns and refunds**

**10.1** If you act as a Consumer and exercise your rights of cancellation under the Regulations but have received Products in connection with the Contract, you:

(a) shall send back the Products, or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the Contract to us – the said deadline being met if you send back the Products before the period of 14 days has expired;

(b) will have to bear the direct cost of returning the Products. If the Products cannot normally be sent by post, you will have to bear the direct cost of returning the Products, which we estimate will cost an approximate maximum of £20.00 if returning the products by courier.

(c) must take reasonable care of the Products whilst they are in your possession. You are liable for any diminished value of the Products resulting from the handling of the Products other than as required to establish the nature, characteristics and functioning of the Products.

**10.2** If you cancel the Contract in accordance with your cancellation rights under the Regulations, we will reimburse all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We will make the reimbursement without undue delay, and not

later than (a) 14 days after the day we receive back from you the Products supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the Products. We may withhold reimbursement until we have received the Products back or you have supplied evidence of having sent back the Products, whichever is the earliest.

**10.3** When you return a Product to us for any other reason (e.g. because you claim that the Product is defective), and whether or not you are a Consumer, we will examine the returned Product and 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 confirm to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full when we have verified the defect, including a refund of the delivery charges for sending the item to you and the reasonable cost incurred by you in returning the item to us by the most cost-efficient route reasonably available. You agree to return all Products by first class recorded delivery to ensure the tracking of all items. This right is limited to 30 days from the date you buy your product. After 30 days you will not be legally entitled to a full refund if your item develops a fault.

**10.4** When making any return(s) to us, you agree to comply with any returns process notified by us.

**10.5** We will refund any money received from you using the same method originally used by you to pay for your purchase unless you expressly agree otherwise. You will not incur any fees as a result of the reimbursement but we may make a deduction from the reimbursement for loss in value of any Products supplied if the loss is the result of handling of the Products other than as required to establish their nature, characteristics and function.

**10.6** Refunds are carried out by our payment processor and while we will endeavour to ensure refunds are paid in accordance with the timescales set out above, we will not be liable for any delays outside our control.

## **11. Our Liability**

**11.1** We are under a legal duty to provide Products which comply with the terms of the Contract. You should also be aware that consumer sales in the UK are subject to governance by organisations such as the OFT, the Department of Enterprise, Trade and Investment in Northern Ireland and the Trading Standards Institute, and subject to codes of conduct, further details of which can be found at <http://www.tradingstandards.gov.uk/advice/>.

**11.2** The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, officers, agents, suppliers or contractors) to you in respect of (a) any breach of these terms of sale or the terms of any Contract, (b) any use made or resale by you of any Products, or of any product incorporating any of the Products, and/or (c) any representation, statement or tortious act or omission including negligence arising under or in connection with any Contract.

**11.3** Nothing in these terms seeks to exclude or limit our liability (a) for death or personal injury caused by our negligence, (b) under section 2(3) of the Consumer Protection Act 1987, (c) for fraud or fraudulent misrepresentation, or (d) for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

**11.4** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. For the avoidance of doubt, no attempt is made to exclude (i) the terms implied by section 12 of the Sale of Goods Act 1979, or (ii) any terms implied for the protection of Consumers which may not be excluded under law.

**11.5** Subject to clauses 11.3 and 11.4, we are not responsible for (i) indirect losses which happen as a side effect or indirect consequence of the main loss or damage, including but not limited to loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, or waste of management or office time; in each case howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, or (ii) for any liability which arises from your misuse of the Products or your failure to comply with any Product guidelines or requirements provided by us, including (without limitation) any recommended pre-tests or patch tests before using the Products.

**11.6** Subject to clauses 11.2-11.5 above, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price (inclusive of any delivery charges).

## **12. Data protection & security checks**

**12.1** The collection, processing, storage and protection of any personal data you provide is of key importance to us and it will be treated securely in accordance with the Data Protection Act 1998.

**12.2** To ensure that your credit, debit or charge cards are not being used without your consent, we validate your name, address and other personal data against information held on appropriate third

party databases. This is done only to confirm your identity; a credit check is not performed and your credit rating will not be affected. By accepting these terms, you consent to us carrying out such checks, whereby registered credit reference agencies may retain a record of the data disclosed to them.

**12.3** All information given to us by you will be used only in accordance with EU GDPR regulations, and if, at any time, you wish to be removed from any of our mailing lists or records, you should write to us via email on [info@bambilashesltd.com](mailto:info@bambilashesltd.com)

### **13. Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **14. Notices**

All notices given by you to us must be given to Bambi Lashes Ltd office and training academy, 17a Birkbeck Rd, Mill Hill, NW7 4BP, or by telephone 07931 428 065 or email [info@bambilashesltd.com](mailto:info@bambilashesltd.com). We may give notice to you at either the e-mail or postal address you provide to us when submitting your order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **15. Transfer of rights and obligations**

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of any Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of any Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.



## **16. Events outside our control**

**16.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any Contract that is caused by events outside our reasonable control (Force Majeure Event).

**16.2** A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; problems with use of railways, shipping, aircraft, motor transport or other means of public or private transport; problems with the use of public or private telecommunications networks; and the acts, decrees, legislation, regulations or restrictions of any government.

**16.3** Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **17. Waiver**

**17.1** If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

**17.2** A waiver by us of any default shall not constitute a waiver of any subsequent default.

**17.3** No waiver by us of any of these terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13.

## **18. Severability**

If any of these terms or any other provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision

will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **19. Entire agreement**

**19.1** These terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

**19.2** We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

**19.3** Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms.

## **20. Our right to vary these terms and conditions**

**20.1** We have the right to revise and amend these terms from time to time, including to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

**20.2** You will be subject to the terms and policies in force at the time that you order Products from us, unless any change to the terms and/or the policies is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to these terms or the policies before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the changes unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **21. Law and jurisdiction**

These terms of use and/or any Contract(s) for the purchase of Products and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the same will be governed by and construed in accordance with English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales.

