PASODAY PRODUCTS LIMITED

ONLINE CONSUMER TERMS AND CONDITIONS OF SUPPLY

This page (together with our Privacy Policy, Terms of Use and Acceptable Use Policy) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our Site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our Site. Please note that before placing an order you will be asked to agree to these Terms.

Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you refuse to accept these Terms, you will not be able to order any Products from our Site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 5. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were created on 3 July 2014.

These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the websites http://www.flipinhair.co.uk, http://www.shop.flipinhair.co.uk & http://.flipinhair.com along with other websites. We are Pasoday Products Limited, a company registered in England and Wales under company number 06731955 and with our registered office at Chartwell House, 4 St. Paul's Square, Burton upon Trent, Staffordshire DE14 2EF. Our VAT number is 946 0088 18.

1.2 To contact us, please see our Contact Us page http://www.flipinhair.co.uk, http://www.shop.flipinhair.co.uk & http://.flipinhair.com or email admin@flipinhair.com.

2. OUR PRODUCTS

2.1 The images of the Products on our Site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 The packaging of the Products may vary from that shown on images on our Site.

2.3 All Products shown on our Site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.

3. USE OF OUR SITE

3.1 Your use of our Site is governed by our Terms of Use and Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

3.2 We only use your personal information in accordance our Privacy Policy. For details, please see our Privacy Policy, http://www.flipinhair.co.uk/privacypolicy. Please take the time to read this, as it includes important terms which apply to you.

3.3 If you are a consumer, you may only purchase Products from our Site if you are at least 18 years old.

3.4 Certain Products on our Site can only be purchased if you satisfy the legal or recommended age requirement for that product. We are not allowed by law to supply these Products to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order these Products through our Site.

3.5 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.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 For the steps you need to take to place an order on our Site, you will be guided through our order process during checkout.

4.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

4.3 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 4.4.

4.4 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

4.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our Site as referred to in clause 9.5, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

5. OUR RIGHT TO VARY THESE TERMS

5.1 We may revise these Terms from time to time in the following circumstances:

5.1.1 changes in how we accept payment from you;

5.1.2 changes in relevant laws and regulatory requirements[; and

5.1.3 if we change or remove any of our Products or introduce any new products; or

5.1.4 if any of our suppliers affect the way we do business and we need to reflect that in our Terms.

5.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

5.3 Whenever we revise these Terms in accordance with this clause 5, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

6. YOUR CONSUMER RIGHT OF RETURN AND REFUND

6.1 If you are a consumer, you have a legal right to cancel a Contract during the period set out below in clause 6.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

6.2 However, this cancellation right does not apply in the case of:

6.2.1 any made-to-measure or custom-made products;

6.2.2 newspapers, periodicals or magazines;

6.2.3 perishable goods, such as food, drink or fresh flowers;

6.2.4 software, DVDs or CDs which have a security seal which you have opened or unsealed.

6.3 You may cancel a Contract from the date you receive the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.

6.4 To cancel a Contract, please contact our administration telephone line or e-mail us at admin@flipinhair.com to tell us. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

6.5 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible

and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 6.4. If you returned the Products to us because they were faulty or mis-described, please see clause 6.6.

6.6 If you have returned the Products to us under this clause 6 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

6.7 We refund you on the credit card or debit card used by you to pay.

6.8 If the Products were delivered to you:

6.8.1 you must return the Products to us as soon as reasonably practicable;

6.8.2 unless the Products are faulty or not as described (in this case, see clause 6.6), you will be responsible for the cost of returning the Products to us;

6.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

6.9 We reserve the right to reject any cancellation by you if the Product returned to us following your notice of cancellation has, in our reasonable opinion, been used or tampered with.

6.10 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.

6.11 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 6 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

7. DELIVERY

7.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

7.2 Delivery will be completed when we deliver the Products to the address you gave us.

7.3 If no one is available at your address to take delivery, we will leave you a note that the Products may be collected from a specified collection point.

7.4 The Products will be your responsibility from the completion of delivery.

7.5 You own the Products once we have received payment in full, including all applicable delivery charges.

8. INTERNATIONAL DELIVERY

8.1 We deliver to the countries listed on this page http://www.shop.flipinhair.co.uk/checkout/cart/ **International Delivery Destinations**). However there are restrictions on some Products for certain International Delivery Destinations, so please review the information on that page carefully before ordering Products.

8.2 If you order Products from our Site 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.

8.3 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.

8.4 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.

9. PRICE OF PRODUCTS AND DELIVERY CHARGES

9.1 The prices of the Products will be as quoted on our Site from time to time. We take all 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 9.5 for what happens in this event.

9.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.

9.3 The price of a Product includes 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.

9.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our Site from time to time. To check relevant delivery charges, please refer to our Delivery Charges page within the checkout process.

9.5 Our Site contains a large number of Products. It is always possible that, despite our best efforts, some of the Products on our Site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

9.5.1 where the Product's correct price is less than the price stated on our Site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakeable 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; and

9.5.2 if the Product's correct price is higher than the price stated on our Site, we will contact you in writing as soon as possible to 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. 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.

10. HOW TO PAY

10.1 You can pay for Products using PayPal, and all major debit cards and credit cards (excluding American Express).

10.2 Payment for the Products and all applicable delivery charges is in advance.

11. MANUFACTURER GUARANTEES

11.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

11.2 A manufacturer's guarantee is in addition to your 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.

12. OUR WARRANTY FOR THE PRODUCTS

12.1 For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 3 (three) months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 12.2.

12.2 The warranty in clause 12.1 does not apply to any defect in the Products arising from:

12.2.1 fair wear and tear;

12.2.2 wilful damage, abnormal storage conditions, accident, negligence by you or by any third party;

12.2.3 if you fail to use or apply the Products in accordance with the user instructions; or

12.2.4 any alteration or repair by you or by a third party.

12.3 If you are a consumer, this warranty is in addition to your 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.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The trade mark PASODAY®, and written copy, images and other graphical material in our literature, our Site or Product labelling and/or packaging referring to the Products are protected by our and/or others' trade mark, copyright and other intellectual property rights. Such rights are reserved and no licence is granted or may be implied to be granted to you.

13.2 You shall not copy the Products, or manufacture, have manufactured or purchase for onward sale, or create or provide to any person any products that imitate the Products or otherwise infringes the design or other intellectual property rights we own in the Products.

13.3 You shall not under any circumstances remove, alter or tamper with any trade mark or copyright notices present on the labelling or packaging of the Products.

13.4 You shall do nothing to impair our or any third party's proprietary rights in relation to the Products or seek to acquire or register any rights in relation to the Products or use any trade marks or other words or symbols that are confusingly similar to PASODAY®, in any language or alphabet.

14. OUR LIABILITY TO YOU

14.1 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. 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.

14.2 We are only supplying the Products to you 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.

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

14.3.1 death or personal injury caused by our negligence;

14.3.2 fraud or fraudulent misrepresentation,

or any other liability which cannot be excluded at law.

15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.

15.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, 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, or failure of public or private transport and/or telecommunications networks.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

15.3.1 we will contact you as soon as reasonably possible to notify you; and

15.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16. COMMUNICATIONS BETWEEN US

16.1 When we refer, in these Terms, to "in writing", this will include e-mail.

16.2 To cancel a Contract in accordance with your legal right to do so as set out in clause 6, please contact our administration telephone line or e-mail us at admin@flipinhair.co.uk. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

16.3 If you wish to contact us in writing for any other reason, you can send this to us by e-mail at admin@flipinhair.co.uk.

16.4 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

17. OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on this webpage if this happens.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 12 to the recipient of the gift without needing to ask our consent.

17.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms. However, if you have purchased a Product as a gift, the recipient of your gift of a Product will have the benefit of our warranty at clause 12, but we and you will not need their consent to cancel or make any changes to these Terms.

17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 If we fail to insist that you perform any of your obligations under these Terms, 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.

17.6 These Terms are governed by English law. This means a Contract for the purchase of Products through our Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

17.7 We will not file a copy of the Contract between us, however we do keep records of all transactions with our customers and suppliers and we do keep a record of all versions of these Terms.