

TERMS & CONDITIONS

Welcome to the 'ASPhair.com website (the 'website').

This website is owned and operated by International Hair Cosmetics Limited ('IHC Ltd' or 'us' or 'we'). Registered office: 3 Acorn Business Centre, Northarbour Road Cosham, Portsmouth, Hampshire, PO6 3TH.

REGISTERED NUMBER. 03150196

If you want to ask us anything about these terms & conditions or have any comments on or about our website, please email our customer services team at customerservices@ASPhair.com.

These terms & conditions incorporate our privacy policy and set out the basis on which you can visit and use the ASP website. Please read them carefully as they contain important information.

ORDERS

You are able to correct errors on your order up to the point at which you click on 'submit order' on the final page of our ordering process.

If your order has been dispatched, and you have recognised an error in your delivery address, please email customerservices@ASPhair.com where a member of the team will try to rectify the issue for you.

If your order is still in transit within the UK with a courier service, the delivery address should be able to be updated depending on the status of the delivery.

ACKNOWLEDGEMENT AND ACCEPTANCE OF YOUR ORDER

Upon placing your order with ASPhair.com, you will be sent an automatic purchase of summary.

Please retain this for your records. Please note, that we take payment upon placing your order to authorise dispatch.

You will receive a confirmation of dispatch summary. Please note that we reserve the right to reject any orders at our discretion and a refund would be offered. This does not affect your statutory rights.

OWNERSHIP OF RIGHTS

All rights, including copyright, in this website are owned by or licensed to IHC Ltd.

Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without our permission.

You may not modify, delete, distribute or post anything on this website for any purpose.

COMPETITIONS AND PRIZES

These rules apply to all prize promotions including free draws, prize competitions and instant win offers:

1. IHC Ltd. will run competitions, free prize draws and promotions on this website. These may be subject to additional terms that will be made available at the time.
2. Prize draws are open to all residents of the UK, except employees of IHC Ltd., the promoter and their immediate families and anyone else connected with the creation and administration of the promotion.
3. Prizes are non-transferable, non-negotiable and no cash alternatives will be offered.
4. IHC reserve the right to substitute the prize for another prize of equal value.
5. NO PURCHASE NECESSARY to enter the competitions unless otherwise stated on the promotional activity with a specific competition.
6. By entering the prize draw, the entrant agrees to be bound by the rules and by any other requirements set out in the promotional material accompanying the promotion.
7. By entering the promotion, the entrant agrees to the terms of the privacy policy.
8. Winners will be notified by email within a month of the end of the promotion. Winners have five (5) business working days to respond in full to the email or another winner will be drawn.
9. By entering the promotion, the winner(s) consent to any publicity generated as a result of the promotion, and use on websites, magazines or mobile services at any time.
10. The Sites' Editors' decision is final and no correspondence will be entered into. Odds of winning depend on the number of eligible entries received.
11. Only one entry per person. Spammers will be disqualified.
12. IHC Ltd. will not accept responsibility for lost through technical fault, incomplete, illegible or other damaged entries. Proof of entry is not automatically proof of receipt.

PRICING POLICY

We have taken great care in the preparation of the content of this website, in particular to ensure that the details, descriptions and prices quoted are correct at the time of publishing. However, we will only accept orders if there are no material errors in the description of the merchandise or its price as advertised on this website.

All prices are displayed including VAT and exclusive of delivery charges for customers placing an order in the United Kingdom, or to those placing an order which will ship to the United Kingdom. The total cost of your order is the price of the merchandise ordered plus VAT at the current rate and delivery charges as set out in the delivery options section of this website which applies to customers placing an orders.

If a product's correct price is higher than our stated price, we will cancel your order and notify you of that cancellation to give you the opportunity to replace if you are unhappy to purchase at the higher price. Items in your Shopping Basket will always reflect the most recent price displayed on the item's product detail page.

VAT & INTERNATIONAL TAX LAW

UK VAT currently stands at 20% and our prices reflect this. Customers paying from the United Kingdom and EU are required by law to pay VAT. All customers purchasing from European Union, United States of America, and the Rest of the World are required to pay VAT when shipping to the United Kingdom.

CONTENT

The packaging may vary from that shown. The weights and dimensions are approximate only. We have made every effort to display as accurately as possible the colour of the products that appear on the website.

However, as the actual colours you see will depend on your personal computer equipment, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the merchandise on delivery.

To the extent permitted by applicable law, IHC Ltd disclaims all warranties, expressed or implied, as to the accuracy of the information contained in any of the materials on this website. We are not responsible for the content of any off-website pages or any other websites linked to or from this website. Links appearing on this website are for your convenience only and are not an endorsement by us of the content, products, services or suppliers connected therewith.

We shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this website, in any off-website or in any linked websites.

AVAILABILITY

ALL ITEMS ARE SUBJECT TO AVAILABILITY. Validly stated prices on our website remain in effect for so long as the merchandise is available or as otherwise stated on our website. We will inform you as soon as possible if the goods you have ordered are not available.

DELIVERY

ASPhair.com only delivers orders to the United Kingdom at this time. We will deliver the merchandise in accordance with the delivery schedule. Please view our terms of delivery for details. Whenever referred to, working days exclude Saturday, Sunday and Bank holidays.

It is not possible to specify delivery to more than one address at this time when placing your order. Any delivery timescales are indicative only.

Upon delivery of the merchandise to you, we will provide you with sufficient information to enable you to exercise your statutory right to return or exchange your merchandise. For further information please see the returns and the cancellation right sections within these terms and conditions.

SECURITY CHECKS

You should inspect the merchandise upon receipt and check that everything specified on the delivery note is included. You will be deemed to have accepted the order unless you notify us upon receipt that there is a problem or you cancel the order in accordance with your cancellation right and/or you return the goods in accordance with our returns policy and procedure. If you fail to take such action, we are not obligated to accept any rejection by you of the merchandise at a later date. Your statutory rights are not affected.

PAYMENT

Payment can be made by any of the following methods: Visa, Visa Debit, Visa Electron, Mastercard, Maestro, Delta, American Express and PayPal. Payment will be debited and cleared from your account at the point at which your order is dispatched. Please note that all credit/debit card holders are subject to validation checks and authorisation by the issuer of the card.

Website payments are taken through these 3rd party websites: Paypal.

If the issuer of your payment card refuses to pay or does not for any reason authorise payment to IHC Ltd., we will not be liable for any delay or non-delivery of merchandise. We retain the legal ownership of all merchandise until full payment has been made by you and received by us and legal ownership of the merchandise will immediately transfer back to us if we refund any payment for the merchandise to you. Risk in the merchandise transfers to you upon delivery.

LEGALLY BINDING CONTRACT

Please remember that when we accept your submitted order for merchandise on this website, there will be a legally binding contract.

CANCELLATION RIGHT

In the event that you wish to cancel your order, please email customerservices@ASPhair.com as soon as possible. We cannot guarantee that we will be in the position to cancel your order before dispatch. If this is the case please refer to our Returns & Refunds section below. Your statutory rights are not affected.

RETURNS & REFUNDS

We hope that you will be delighted with your order. Unfortunately due to hygiene reasons we cannot offer any refunds or exchanges on products unless they are deemed as faulty.

Refunds are usually processed within 7-10 working days from when they arrive back to us. They will be assessed and accepted if a manufacturing fault is found.

Once the refund has been processed any funds due should appear on your bank statement within 5-21 working days (Please note that refund times are dictated by the card issuers and are outside our control).

This does not affect your statutory rights.

When returning your faulty products please include the invoice with the details of the products you are returning and enclose a detailed note with your returned parcel.

Please always include a convenient telephone number and your email address in case we need to contact you regarding your return. We strongly recommend that you obtain a postage receipt from the Post Office with a tracking number. We are responsible for your parcel only once it has been received into our warehouse.

Items lost in transit will not be treated as returned. Please note that delivery charges are not refunded. Your statutory rights are not affected.

PRIVACY POLICY

IHC Ltd. values its customers and respects their privacy. Any information we collect about you is held with the utmost care and security. Your visit to our website and your use of any of the services or features we provide is subject to our terms and conditions of which this privacy policy is part. You will be asked to register if you would like to use some of the services and features we offer on our website. In order to register you will have to provide details including your name, address, telephone number and email address. When you register with us your information is stored in 'my account'.

You can access 'my account' directly to amend any personal details, for example if you change your address. If you wish to place an order on our website you will also be required to provide credit or debit card details. We use the latest strong encryption technology to ensure that all transactional information is protected to the highest standard. Transactional information includes any credit or debit card details, your personal contact information, together with any other names and addresses you provide when you place an order for delivery to another address, and your purchasing history.

WHEN YOU GIVE US INFORMATION, IT MAY BE USED FOR:

- 1. Administration of Our Site;** The information you give us is necessary to enable us to fulfil your order, make sure it is delivered correctly and to maintain your account.
- 2. Customer Service;** We ask for your contact details, such as your email address and telephone number, to enable us to answer any questions you have about using our website and to notify you about the status of your order.
- 3. Direct Marketing;** We want to keep you up to date on our latest products, promotional offers and events. If you have agreed when you registered, we can inform you about these and other services and events we offer by email, post or telephone.

We do not provide your personal details to other companies or individuals for their marketing purposes unless you have indicated when you registered that you wish to receive information about other companies' products, offers and services. From time to time we retain the services of other carefully selected and monitored companies and individuals to perform functions on our behalf in connection with the successful operation and continuous improvement of this website.

Examples of these functions would include the processing of data to process your order and maintain your account including the authorisation and validation of credit or debit card transactions, the provision of delivery services, the analysis of data, etc. These companies or individuals may be provided with access to your personal details in order to fulfil their function but may not use such information for any other purpose.

- 4. Cookies:** We use cookies on our site to provide a better user experience. Cookies used; Order Processing Cookies - IHC Ltd. uses cookies to record a unique reference on your computer. This means that we can recognise your computer when you access ASPhair.com and log into your account with your user name and password. We will not use cookies without your prior consent so you have the option of choosing whether or not you would like our website to remember your details before you enter the delivery options section of our ordering process. The use of cookies allows us to remember the goods that you placed in your shopping bag and saves you having to enter the basic contact information that you provided us with on setting up your ASPhair.com account. Our cookies do not remember your credit card details. You may experience technical difficulties in using our website if you have disabled cookies. If you have disabled JavaScript you will not be able to use this website. You can alter your cookie and JavaScript settings in your browser's preferences which is usually found in the Edit menu. Site Analytics Cookies - We use analytic cookies on our site to better understand how our customers are using our site so we can continually improve and optimise.

- 5. Data Protection:** IHC Ltd. complies with and is registered under the Data Protection Act. You may see the personal data that we hold on you by sending a written request to: Customer Services, IHC Ltd., Premier Way, 8-9 The Quadrangle, Romsey, Hampshire, SO51 9DL.

We are committed to protecting the information we collect from you, which we use to enhance your experience of using our site and to provide you with the merchandise and services you request from us. The above section of our

terms & conditions comprises our privacy policy and enables you to understand how we retain and use your personal information. You can at any time change and update the information you have provided by logging into 'my account.'

6. Data Sharing with Distribution Partners: ASP products are sold in the UK to exclusive regional distribution partners. In order for ASP products to be sold online direct to our salon customers we operate a transparent commercial framework with our distribution partners, as such we share sales data within the exclusive regions, including salon name and salon address. If you would like to see the list of distribution partners we work with these can be found via our trade locator - [ASPHair.com/trade-locator](https://www.asphairstylists.com/trade-locator).

LIMITATION OF LIABILITY

IHC Ltd. makes no representations or warranties in connection with this website, whether express or implied, including but not limited to warranties of satisfactory quality, non-infringement or fitness for a particular purpose, except to the extent such warranties are not legally excludable.

To the fullest extent permissible IHC Ltd. will not be liable for interruption of business; loss or damages of any kind incurred as a result of dealings with or the presence of the website or off-website links; access delays or access interruptions to the website; computer viruses, system failure or any malfunction which may occur in connection with your use of our website; any inaccuracies or omissions or misleading, false or deceptive statements in the content; or, any events beyond IHC Ltd's reasonable control.

Furthermore, to the fullest extent permitted by law we will not be liable for any direct, indirect, special, incidental, consequential or other damages of any kind related to your use of the website and in no event shall our maximum aggregate liability exceed one hundred pounds sterling.

EXCLUSIONS OF LIABILITY

Any disclaimers and exclusions of liability in these terms & conditions shall not apply to any damages arising from death or personal injury caused by the negligence of IHC Ltd. or any of its employees or agents or fraud.

These disclaimers and exclusions shall be governed by English law. If any provisions of these disclaimers and exclusions are deemed to be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

COMPLAINTS & SUBMISSION OF INFORMATION

If you wish to contact us to complain about any matter in regard to the merchandise, please email us at customerservices@ASPHair.com or write to us at: Customer Services, International Hair Cosmetics Ltd., 8-9 The Quadrangle, Abbey Park, Premier Way, Romsey, Hampshire, SO51 9DL.

INTELLECTUAL PROPERTY

The trade marks, logos and service marks ('intellectual property') displayed on our website are the registered and unregistered marks of IHC Ltd., our affiliates, our licensors and/or our suppliers in the UK, US and other countries and are protected by UK and international trade mark laws. Except in connection with placing an order for merchandise or as required by applicable law, you may not use, reproduce, duplicate, copy, sell, resell, access, modify or otherwise exploit our intellectual property or that of our suppliers without our or their prior written consent.

NON-WAIVER

No failure to exercise and no delay on the part of IHC Ltd. in exercising any right, remedy, power or privilege of IHC Ltd. under these terms & conditions and no course of dealing between us shall be construed or operate as a waiver, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege on the part of IHC Ltd.

CHANGES TO LEGAL NOTICES

We reserve the right to change these terms & conditions from time to time and we encourage you to review them as often as possible. Any changes are effective immediately upon posting to the website. This website, any content contained herein and any contracts entered into as a result of usage of this website are governed by English law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

TERMS OF DELIVERY

STANDARD DELIVERY CHARGES

UK Mainland & Isle of Wight (Excluding Rural Scotland):

Flat rate - £4.95 + VAT (FREE DELIVERY - For orders over £50)

Rural Scotland, UK Offshore, Channel Islands & Isle of Man:

0 to 2kg - Flat rate - £4.95 + VAT (FREE DELIVERY - For orders over £50)

Over 2kg - Flat rate - £14.85 + VAT (FREE DELIVERY - For orders over £150)

ASPHair.com only covers deliveries to the United Kingdom at this time

FREE DELIVERY

Order total excludes VAT, training courses & delivery charges do not count toward this free delivery threshold.

DELIVERY TIMES

We aim to dispatch order within 1 working day, provided the products ordered are in stock. A working day is classified

as Monday to Friday, excluding bank holidays.

Please note: Goods cannot be delivered during weekend or public holidays and these do not count as working days.

UK Mainland (excluding Rural Scotland): 1 day

Isle of Wight: 2 days

Rural Scotland: 2 days

UK Offshore, Channel Islands & Isle of Man: 2 days

Delivery times are shown from time of dispatch (transit time only). All delivery dates are quoted in good faith and we cannot accept liability for any expenses or other costs incurred due to failed or late deliveries.

GOODS LEFT WITH A NEIGHBOUR

It is our couriers policy to leave with a neighbour if you're not in. Please enter 'do not leave with a neighbour into the delivery instructions when placing your order if you prefer the courier didn't do this.

DELIVERY ADDRESS

You have the option to give a different delivery address to the billing address. Please try to give an address where there will be someone present to sign for your order between 7.30am and 5.30pm Monday to Friday.

DELIVERY NOTIFICATION SERVICE

To keep you up-to-date and to help delivery your goods at the most convenient time for you, we'll pass your email address and mobile number (where provided) on to our courier company so they can email/text you throughout the stages of delivery. These message will also include an hour time slot where delivery is estimated to take place and will give you the opportunity to delay your delivery for between 1 - 3 working days if more convenient for you. Please note that this service is only available for goods dispatched by us through our courier company (DPD) to UK addresses.

CUSTOMER REVIEWS POLICY

Opinions expressed on this site are those of the relevant contributors. We do not necessarily share those opinions.