

General Terms and Conditions

Terms and Conditions

Welcome to the HAIREXTENSIONSHOP.IE website.

Company Details: GV SOLUTIONS EXIM LIMITED

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Registration Number: 593916

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Last Updated: Wednesday 30th, August 2018 - Hairextensionshop® website - This website is owned and managed by GV Solutions ExIm Ltd.

By using this website and our services you (user / customer) agree to be bound by the terms and conditions listed below and throughout the website. We (Hairextensionshop ®) reserve the right to amend these Terms and Conditions at any time without notice so we encourage customers and users to regularly check for updates. These Terms and Conditions constitute our terms of sale.

We encourage you to contact us directly at info @ hairextensionshop . ie if you have any questions regarding these Terms & Conditions.

Code of Conduct: Our team will always treat customer communication with politeness, kindness and honesty. In support of this, we will not offer any response to rude, aggressive or violent communication.

Copyright: The Hairextensionshop® website, any material contained within and any other rights associated with the website are protected under copyright and trademark law. Nothing may be reproduced for public or commercial use without the express written permission of a partner of Hairextensionshop®. If you wish to reproduce, store, transmit or use in any way the content that appears on our website please contact us via email.

Customer Information & Privacy Policy: We may from time to time use automatically retrieved information from anonymous sources to update the content and/or operation of our website. In addition, we may from time to time use personal information submitted by you at any location on our website.

We may use technology to aid the processing of your order and/or track the browsing patterns of our site visitors which can include "cookies" which would be temporarily stored on your computer during the order process. Information collected in this way can't be used to identify you unless you modify your internet browser settings.

If you have any difficulty ordering from our website after making modifications to your online security settings please contact us.

We will only use information collected about you lawfully and in accordance with the Data Protection Act (1998). We will not share any of your information with any 3rd party without first obtaining your consent or unless required under law. Under no circumstances will hairextensionshop sell or donate your information to any 3rd party.

If you have subscribed to receive notifications and information from us directly, you may cancel these subscriptions at any time by notifying us by email that you no longer wish to receive such communication. You may also request at anytime that we delete your account details and we will do so in accordance with the Data Protection Act.

Customer Returns and the HeavenlyHair Guarantee (Retail Customers Only - Wholesale customers see further down)

A customer may return any item within 7 days of delivery, for a refund or exchange - provided the item(s) meets with the following criteria:

All goods must be returned in the original condition they were received.

Any goods returned outside the original condition will be reviewed by us to determine whether it is eligible for a refund or exchange as outlined in this section. A refund or exchange will not be provided for products returned in a used condition or if it has been tampered with.

Used condition and tampering includes but is not limited to:

hair extensions that have

(i) been cut

(ii) been coloured, dyed, or permed

(iii) had heat applied for the purposes of straightening or curling effect

(iv) that have any damage inflicted as a result of tampering including traces of scents such as cigarette smoke or burning.

(v) extensions that have been removed from the cardboard backing in the original packaging. While we appreciate any assurance they have not been used, these are hygienic goods and cannot be accepted back under such condition. Under the rules of distance selling, hair extensions are considered "for the supply of goods made to the consumer's specifications or clearly personalized or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly;". We fully support and enforce this legislation when it comes to items removed from their packaging.

If an item is determined to be used or tampered with, you will be notified via email within 7 days of its return. You will be granted the option to pay for its return to you. If you do not reply or refuse to make payment for its return to you, the item will be held for 30 days and then destroyed.

Returns must be requested within 7 days of receipt of delivery. Returns will not be accepted after 7 days unless goods are faulty. Goods are not considered faulty if their condition deteriorates due to poor hair management or poor application of extensions.

Our goods are not shipped faulty. In the event that a Halo wire breaks, please contact us for a replacement wire As this is a hygienic product we cannot accept back items simply because a clip isn't working after the product is removed from its packaging. We will however replace any broken clips or supply extra pieces to replace a weft with a broken clip.

The buyer is responsible for all postage costs when returning items to us for refund or exchange. All items are dispatched from and must be returned to our head office address.

We ask that you contact us at info @ hairextensionshop . ie for specific returns instructions before posting your item to us.

We will certainly reimburse any postal costs if the buyer is returning goods or items that were delivered in error. Once the goods are returned to our premises you will receive either the refund or exchange as you have requested and reimbursement of postage costs.

We will not accept liability for products lost or damaged during transit returned by you. We advise insuring all items returned to us and sending returns via recorded delivery. This service provides a tracking number should any delivery dispute arise. If a tracking number show delivery of an item but our offices haven't received it, we reserve the right to contact An Post to confirm the exact delivery address used. If the address is different to the one directed by HairExtensionShop, no refund or exchange shall be given.

If you choose to send back your return or exchange via unrecorded post, we will not be held liable for any delay or loss. This is in accordance with all Irish legislation.

All refunds will be auctioned to the original payment method provided unless otherwise expressly agreed between you and HeavenlyHair. This will occur within and no more than 28 days after we receive your return.

If a refund occurs after an exchange(s) the cost of posting out the exchanged items will be deducted from your refund total.

Any item returned that is determined to have been tampered or used will be offered to be returned to the customer via email. This return is at the customer's expense.

All returns must be received within 7 days of notifying us you would like an exchange or refund. It is up to the discretion of the directors to allow returns outside this time period.

HairExtensionShop reserves the right to deduct postage costs from any refund amount for goods returned outside the time frames required by the rules of distance selling.

Delivery of products, associated costs and timelines

Delivery prices for orders within the Ireland are charged by the weight and value of the order. Prices may also vary due to the international destination of the order. We ensure that all orders placed are dispatched to customers within 1 business day, depending on stock availability.

The majority of our orders are sent via our courier service.

International orders (outside of Ireland) may attract custom and duties which are payable by the customer in accordance with the rules and regulation of your country. We shall not be liable for any customs or duty charges.

At our discretion

1) Lost or delayed parcels

Once we have dispatched your items it is then the responsibility of the courier to deliver. We ask that our Irish customers allow 7 working days for the delivery items due to unforeseen circumstances such as strike action or chronic weather conditions.

We do not consider items to be "lost in transit" until a certain amount of time has passed in accordance with the independent regulations of the courier service. If an item is lost we will provide an immediate replacement or refund, as directed by you, at no further cost to you.

2) Items Returned To Sender

If we courier your item to your nominated delivery address and it is returned to sender we will contact you upon its return to us. For Irish addresses we are happy to make as many courier attempts as you require, however this will be at your expense. If you require a refund, the cost of postage will be deleted from the amount initially paid at point of sale.

If you provide an address to us that is incorrect or undeliverable, we will need to wait for it to be returned to sender before a refund or new parcel can be sent to the correct address.

3) Delays due to weather or strike action

HairExtensionShop will not be held responsible for any delay caused by weather, unsafe travel conditions or strike action held by transport companies or associated business. Customers are welcome to return items at their expense for a full refund if an item arrives late - in accordance with our returns policy.

Disclaimer - Warranties

Unless expressly stated to the contrary, the fullest extent permitted by law, our website, its content providers, advertisers or linked sites shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failure of this web site or the linked sites, even if HairExtensionShop had been advised of the possibility of such damages and irrespective of whether such damages arise in contract, tort, equity, restitution, by statute, at common law or otherwise. You have read this disclaimer and agree to it on the basis that you agree it is reasonable.

Disclaimer - Trademarks, Images, 3rd party copyright

Except where expressly stated to the contrary all persons including their names and images, third party trademarks and images of the third party products, service and locations featuring on the HairExtensionShop website. Furthermore, unless it is expressly stated on our website that certain product, service or location is connected, associated, linked or affiliated to the maker, right owners or broadcasters of a film or program you should not make such an assumption, or rely in any way on the existence of such a connection, association or affiliation with them. Where a trademark (brand name) is referred to it is used to describe or identify the products, services or locations or else it is used to identify the film or program where such goods appeared, but that is in no way an assertion or claim that such goods are endorsed by or connected, associated, linked or affiliated to the makers of the relevant film or program

Disclaimer - Images

HairExtensionShop makes every effort to maintain clear descriptions and endeavor to use such "up to date" images that are representative and truly reflect the item to be purchased. However HairExtensionShop cannot be held responsible for the following: any perception you may have in product representation.

It is also important to note that some colors may vary slightly from what you see on screen to the product ultimately received, depending on your monitor screen resolution and color/display settings. We are aware that our site looks different on different PC's using different browsers and having different color and screen resolution settings. This is why we allow your to return your product within 7 days of receipt for a full refund.

Detail of Products and Services

By making a request or order you are offering to purchase a product which we will accept to sell to you in accordance with these Terms and Conditions. All requests are subject to availability and confirmation of the order price by us. Dispatch times may vary according to the availability and any guarantee warranties or representations made as to delivery times are limited to the rules of the courier service we choose. We are not responsible for any delay due to postal strikes, weather conditions or similar circumstances beyond our immediate control.

We are entitled to refuse any request made by you. If your order is accepted online you will be informed via email.

When making a request you undertake that all details you provide to us requesting goods or services or bids made at auction are true and accurate, that you are an authorized user of the credit or debit card used to make your request or bid and that there are sufficient funds to cover the cost of goods, service or bid. It is your responsibility to inform us of any change to these details as soon as possible.

All prices are subject to changes without notice.

Entire agreement

These Terms & Conditions constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and HairExtensionShop. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by a partner of HairExtensionShop. Your statutory right are not effected.

Hair Products

HairExtensionShop is not responsible for the way in which you use any product you purchase from our business. We do not accept responsibility if any hair is installed or cared for incorrectly. This includes damage due to color treatments, cutting, any products that damage your hair or skin as a result of misuse.

Coloring Hair Extensions

Human Hair Extensions can be dyed, however this is solely at the discretion of the client. HairExtensionShop cannot guarantee the results or lifespan of colored Hair Extensions.

Hair Care & Hair Installation

HairExtensionShop is not responsible for the methods you choose to install and care for your new products. We recommend all hair is installed following our specific instructions issued by us on the Halo Hairpiece. If any other hair extensions are to be applied this should be by a qualified hair Extension Expert only.

Indemnity

You are agreed to indemnify, defend and hold harmless HairExtensionShop, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including but not limited to legal fees) arising from, without limitation, your use of our website or services, your breach of the Terms of service, your infringement of any intellectual property right or any other right of any person or entity, or you breach of any duty of confidence or privacy, or any defamatory statements made by you in any form.

Jurisdiction

These Terms & Conditions are governed by the Laws of Ireland and any arising disputes resulting from the use of our website or services shall be dealt with in the Irish courts. These terms and conditions are to be construed in accordance with the laws of Ireland and irrespective of your place of domicile.

Any dispute in any way referable to the content of this site whether in respect of its trademarks, copyright or image content shall be resolved exclusively by arbitration. The terms of which are to be agreed between Hairextensionshop and yourself and provide no right or recourse to any relief of the Irish courts whether interim or otherwise and that by accessing this site you waive your right for all time to such right.

Limitation of Liability

HairExtensionShop, its partners or affiliates or any party involved in creating, producing or delivering our services, or any website linked to our site or services, shall not be liable in any manner whatsoever for any direct, incidental, consequential, indirect, special or punitive damages arising out of your access, use or inability to use this service or any site linked to this service or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure.

We shall also not be liable for any damages or losses arising in contract, tort or otherwise: including lost profits, loss of business, or date: business interruption, damages and/or other consequential losses that result from your use of or inability to use the service and/or from any action taken by you as a direct result of using material provided on the HairExtensionShop website. This includes sites accessed through links from the HairExtensionShop website.

Payment & Currencies

All prices are quoted and provided in EURO. Upon checkout a breakdown of all fees will be shown including VAT and courier costs.

We accept most major credit & debit cards. Please note that your credit card company may charge you a percentage surcharge in addition to this transaction.

Please do not send cash, cheques, money orders or credit card information via the post to us. We do not accept this as a payment method and all non-cash will be destroyed.

Prohibition

You will not: commit or encourage a criminal offense, send or receive any material which is any way offensive or obscene, or in breach of confidence, copyright, privacy or any other rights; act contrary to the acceptable use policies of any linked sites or community standard generally: transmit or distribute a virus; hack into any aspect of our services; corrupt data; cause annoyance to others users of our site or services; infringe upon the the right of any other person's trademarks or other proprietary rights; send any unsolicited advertising or other promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through our website.

HairExtensionShop reserves the right to void any transaction. Any voided transaction will have funds returned to the original credit or debit card within 5 business days or at the discretion of the merchant facility.

HairExtensionShop may and will ship to the billing address of the payment card if the delivery address is determined to be possible fraudulent or unsafe.

HairExtensionShop works actively with local law enforcement to prevent online fraud. Any customer suspected of committing a fraudulent transaction will have their registered details provided to national and international police.

Submissions

All information and material submitted by you to HairExtensionShop or that you publish on any public area of the HairExtensionShop website shall be provided by the submitter and accepted by the HairExtensionShop website on a non-confidential basis subject to our Terms & Conditions. Furthermore, we shall be granted a perpetual royalty-free non-exclusive license in the copyright of any material submitted and we shall be free to use, edit, copy, republish and distribute (for any legal purpose) and authorize others to do the same, any such information or material and any ideas contained in such information or material.

Termination

HairExtensionShop may at any time terminate or suspend any part of our services without notice.

Variation of Content

HairExtensionShop shall have the right and absolute discretion at any time and without notice to amend, remove or vary any of the content supplied in connection with our services or which appears on any page of the HairExtensionShop website.

VAT & Customs

Value Added Tax (VAT) is charged at the current rate. The buyer is solely responsible for any import fees, taxes or other charges applied specifically within their country or state. VAT will be changed in accordance with any increase or decrease directed by the Irish government and legislative bodies.

Wholesale Terms & Condition (Wholesale Customers Only)

Customers who purchase from HairExtensionShop at our wholesale prices do so agreeing to these terms and conditions. We reserve the right to amend these Terms & Conditions at anytime without notice so we encourage customers and users to regularly check for updates. These Terms & Conditions constitute our conditions of wholesale.

All wholesale purchases are not eligible for refund, however we will happily accept back goods for exchange or a credit note if they are returned.

All goods must be returned in the original condition and packaging they were received.

Any goods returned outside the original condition will be reviewed by us to determine whether it is eligible for return as outlined in this section. An exchange or credit note will not be provided for products returned in a used condition or been tampered with.

Used condition and tampering includes but is not limited to:

hair extensions that have

(i) been cut

(ii) been colored, dyed, or permed

(iii) had heat applied for the purposes of straightening or curling effect

(iv) that have any damage inflicted as a result of tampering including traces of scents such as cigarette smoke or burning.

(v) extensions that have been removed from the cardboard backing in the original packaging. While we appreciate any assurance they have not been used, these are hygienic goods and cannot be accepted back under such condition. Under the rules of distance selling, hair extensions are considered "for the supply of goods made to the consumer's specifications or clearly personalized or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly;". We fully support and enforce this legislation when it comes to items removed from their packaging.

If a return is determined to be used or tampered with, you will be notified via email within 7 days of its return. You will be granted the option to pay for its return to you. If you do not reply or refuse to make payment for its return to you, the item will be held for 30 days and then destroyed.

Goods are not considered faulty if their condition deteriorates due to poor hair management or poor application of extensions. If goods are faulty this must be reported within 7 days of receipt of delivery or they will not be accepted back for return.

Goods are not considered faulty if the final result of coloring, perming or dyeing isn't as expected or hoped for by a customer. We cannot guarantee results to any of these processes.

As this is a hygienic product we cannot accept back items simply because a clip isn't working. We will however replace any broken clips or supply extra pieces to replace a weft with a broken clip.

The wholesaler is responsible for all postage costs when returning items to us for refund or exchange. All items are dispatched from and must be returned to our nominated delivery address.

We ask that you contact us at [info @ HairExtensionShop](mailto:info@HairExtensionShop) . ie for specific returns instructions before posting your item to us.

We will certainly reimburse any postage costs if the buyer is returning faulty goods or items that were delivered in error.

We will not accept liability for products lost or damaged during transit returned by you. We advise insuring all items returned to us and sending returns via recorded delivery. This service provides a tracking number should any delivery dispute arise. If a tracking number show delivery of an item but our offices haven't received it, we reserve the right to contact Royal Mail (or other courier) to confirm the exact delivery address used. If the address is different to the one directed by HairExtensionShop, no refund or exchange shall be given.

If you choose to send back your return or exchange via unrecorded post, we will not be held liable for any delay or loss. This is in accordance with all UK legislation.

All refunds will be actioned to the original payment method provided unless otherwise expressly agreed between you and HairExtensionShop. This will occur within and no more than 28 days after we receive your return, in accordance with DSR legislation.

The cost of posting will be deducted from your final total.

Any item returned that is determined to have been tampered or used will be offered to be returned to the customer via email. This return is at the customer's expense.

Xmas - Lost or delayed parcels

Once we have dispatched your items it is then the responsibility of the courier or to deliver. We ask that our Irish customers allow 7 working days for the delivery items due to unforeseen circumstances such as strike action or chronic weather conditions.

We do not consider items to be "lost in transit" until a certain amount of time has passed in accordance with the independent regulations of the courier or postal service. If an item is lost we will provide an immediate replacement or refund, as directed by you, at no further cost to you.

We shall not be held responsible for any delays due to weather conditions or the typical increase in traffic during the holiday seasons.