

This page details the terms and conditions on which we supply the product as listed on our web site [www.rapidlash.co.uk](http://www.rapidlash.co.uk) to you. Please read these Terms & Conditions carefully before ordering the Product from our Site. You should understand that by ordering our Product, you agree to be bound by these Terms & Conditions. You should also read our Privacy Policy below.

## 1. Information about us

The Site is operated by RapidLash (we/us). We are registered in England and Wales and with our registered office at Unit F, Ascot Business Park, Lyndhurst Road, Ascot, Berkshire, SL5 9FE.

## 2. How the contract is formed between you and us

- 2.1** You may place an order to purchase the Product advertised for sale on the Site by following the onscreen prompts after clicking on the item you are interested in. You will have an opportunity to check and correct any input errors in your order up until the point at which you submit your order by clicking the "Pay Now" button on the "Order Summary" page.
- 2.2** After placing an order, you will receive an e-mail from us acknowledging that we have received your order and giving an order number and a summary of your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy the Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been despatched (the Despatch Confirmation). The contract between us will only be formed when we send you the Despatch Confirmation.
- 2.3** The Contract will relate only to those Products whose despatch we have confirmed in the Despatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the despatch of such Products has been confirmed in a separate Despatch Confirmation.
- 2.4** We may choose not to accept your order for any reason and we will not be liable to you or to anyone else in those circumstances.
- 2.5** We may be unable to process your order if:
  - (a) the Product you ordered is out of stock or discontinued; or
  - (b) there is a problem with the authorisation of the payment on your credit card.

## 3. Delivery

- 3.1** We deliver anywhere within the United Kingdom and Ireland. For customers outside the UK, please email [rapidlash@custservdirect.com](mailto:rapidlash@custservdirect.com)
- 3.2** We will deliver the Product/s to you in accordance with the delivery option specified by you when you placed your order (e.g. standard or express delivery).

- 3.3** We will aim to deliver all Product/s comprised in your order in one delivery. We will deliver directly to the delivery address specified in your order. Please see the delivery details at the checkout stage for details of where we deliver and the available delivery options. We cannot deliver items within the same order to multiple addresses. Deliveries will be made to your door. We are not responsible for any additional carrying or positioning of Product/s ordered.

## 4. Risk and Ownership

- 4.1** Once delivered, the Product/s ordered will become your responsibility and, except in relation to Product/s that are damaged or faulty when delivered or have been incorrectly delivered, we will not accept any liability for their loss, damage or destruction after they have been delivered.
- 4.2** Ownership of the Product/s will only pass to you on: delivery of the Product/s to you; or us receiving full payment of all sums due in respect of the Product/s-, (including delivery charges) whichever is the later.

## 5. Price and Payment

- 5.1** The price of the Product will be as quoted on our Site from time to time, except in cases of obvious error.
- 5.2** These prices include VAT but exclude delivery costs, which will be added to the total amount due once you have selected a delivery service from the available options as set out at the checkout stage.
- 5.3** Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Despatch Confirmation.
- 5.4** We cannot complete your order until you have paid for it in full. Payment can be made by most major credit or debit cards, by completing the relevant details on the "Order Summary" page.
- 5.5** By using a credit/debit card to pay for your order, you confirm that the card being used is yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order.

**5.6** It is always possible that, despite our best efforts, the Product listed on our Site may be incorrectly priced. We will rectify any such errors as soon as possible once we become aware of them. If a Product's correct price is different from the price stated on our Site, we will normally, at our discretion, either contact you for instructions before dispatching the Product/s, or reject your order and notify you of such rejection.

## 6. Our cancellation, returns and refund policy

**6.1** Except in relation to the Product specified in the next paragraph, you may cancel your order (or any part of it) at any stage before the Product/s are delivered to you, and up to 30 days afterwards. You may do so by simply returning the Product/s in accordance with the provisions below (see section 6.2) or by contacting our Customer Services team at [enquiries@rapidlash.co.uk](mailto:enquiries@rapidlash.co.uk) or by calling 01344 878180.

**6.2** Where you decide to cancel an order after we have despatched the Product/s, you will be under a duty to return them to us, at your own risk. All such Product/s should be returned within 14 days after the Product/s have been delivered to you. Until such time as they are returned, you must retain possession of the Product/s and take reasonable care of them. You should return the Product/s to us unused and in the same condition in which you received them together with the original Product packaging, by one of the means set out in our Returns/Exchange Procedure.

**6.3** After you cancel your order and return the Product/s, any sum debited by us to your credit/debit card will be refunded in full. We will notify you of your refund via e-mail within a reasonable period of time. We will usually refund any money received from you using the same method originally used by you to pay for your purchase. Refunds for Product/s purchased as gifts can only be given to the credit/debit card of the person who placed the order. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of you cancelling your order.

**6.4** If any Product you purchase is damaged, faulty or incorrect when delivered to you, we may offer an exchange or refund as appropriate, in accordance with your legal rights. If you believe a Product is faulty, you should return the Product to us in accordance with the Returns Procedure. If you have any questions regarding returns, please contact us at [enquiries@rapidlash.co.uk](mailto:enquiries@rapidlash.co.uk)

**6.5** Our policy on cancellations, returns and refunds does not affect your statutory legal rights.

## 7. Our liability

**7.1** We accept no liability for any loss which is not reasonably foreseeable or for any business loss (which includes loss of profits, contracts, goodwill, opportunity and other similar losses).

**7.2** This does not include or limit in any way our liability for death or personal injury caused by our negligence, or our responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.

**7.3** Nothing in this section 7 or elsewhere in our Terms & Conditions affects your statutory legal rights.

## 8. Notices

Any formal legal notices should be sent to us at our Customer Services address set out in the Contact section.

## 9. Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

## 10. General

**10.1** If any of these Terms & Conditions is declared invalid, unlawful or unenforceable, then that provision shall be deemed to be deleted from these Terms & Conditions and the remaining provisions shall remain in full force and effect.

**10.2** We have the right to revise and amend these Terms & Conditions from time to time without prior notice by changing them on the Site, provided that any such change will not affect any purchases you have made before the change is implemented.

**10.3** Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms & Conditions.

**10.4** You and we agree that English law applies to these Terms & Conditions and that any dispute between us arising out of or in connection with these Terms & Conditions will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there. We are required by law to inform you that purchases can be concluded in English only and that no public filing requirements apply.

## 11. Contact Us

If you experience problems with ordering from the Site or have any questions with regard to an order, please feel free to call us on 01344 878180 or email us at [enquiries@rapidlash.co.uk](mailto:enquiries@rapidlash.co.uk)

## 12. Updates

These Terms & Conditions were last updated in June 2011.

This privacy policy explains how we use information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.

## What information do we collect?

When you place an order we collect your name, e-mail address, mailing address, phone number and credit card information. We may record which products you are interested in and which products you purchase. We also monitor customer traffic patterns and site use which enables us to improve the service we provide. Please note we do not hold your credit card details after an order is processed for both your and our security, and hence you will be required to supply these details every time you order of the site.

Users can sign up as member to make shopping easier and retrieve this information with use of a unique username and password. Member information can be updated or deleted at any time by logging I to you account control panel.

## What do we do with the information?

We will use the information to process orders and to provide a more personal shopping experience. From time to time we may provide your information to our customer service agencies for security and analysis purposes only in the prevention of fraud, so that we can monitor and improve the facility we provide.

We may also wish to provide you with information about special features on our website or any other services or products we think may be of interest to you. If you would rather not receive this information, please send an e-mail message to [enquiries@rapidlash.co.uk](mailto:enquiries@rapidlash.co.uk), with the word remove in the subject field.

We do not sell, trade or rent your personal information to other companies.

## How we protect your information

In the interest of our customer's, we have taken all the necessary measures to register with the Data Protection Act. This means we are governed by law to hold your (our customer) data securely, only made available to authorised personnel and used solely for the purpose it was taken for, in this case the promotion of RapidLash the goods and the services available on our web site.

All information held by RapidLash on their customers is kept private and confidential.

## What about "cookies"?

This site does not make use of cookies.

## Your Consent

By submitting your information you can censor the use of that information as set out in this policy. If we change our privacy policy we will post the changes on this page, so that you may be aware of the information we collect and how we use it at all times. We will also e-mail you should we make any changes so that you may consent to the use of your information in that way. Continued use of our website will signify that you agree to any such changes.

## Further Info

Should you have any further queries regarding our privacy policy, please feel free to contact our Customer Services Team [enquiries@rapidlash.co.uk](mailto:enquiries@rapidlash.co.uk)