



## **InternetshopUK.Com Limited**

### **Terms & Conditions for Salon Pro Deluxe Commercial Hire Purchase Agreement**

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Every quotation, price list, or similar document made or issued by InternetshopUK.Com Limited is made or issued subject to these Terms & Conditions of Sale. These Terms & Conditions do not affect consumer's statutory rights as contained in current legislation governing the relationship between consumers and businesses.

Your contract is with InternetshopUK.Com Limited, of Unit 11a Provincial Park, Sheffield, S35 9ZX. Telephone 01142329006 InternetshopUk.Com Limited will not pass any of your details to any third party.

#### **Consumer Terms & Conditions:**

##### **Acceptance of Orders**

No contract for the sale or hire of any product is valid until all deposits (in the case of hire purchase) and or payments have been received and cleared via our bank. The acceptance will be deemed for all purposes to have been accepted on your signing of the Hire Purchase Agreement or Order Form.

You should check all the details are correct as soon as possible and keep a copy or in the case of ordering via the internet, print out and keep a copy of it. The web site has a link to these terms & conditions, which may be amended from time to time.

InternetshopUk.Com Limited at its absolute discretion may accept or reject any order for any reason whatsoever.

##### **Product Specifications**

InternetshopUk.Com Limited warrants that the goods will at the time of delivery correspond to the description given by InternetshopUk.Com Limited. It is the responsibility of the customer to check and ensure that the product is the correct item on ordering. InternetshopUk.Com Limited hereby reserves the right to make without notice, minor modifications in specifications, designs or materials as it may deem necessary or desirable by experience.

##### **Dispatch Payment**

InternetshopUk.Com Limited's normal terms of business are for all deposits and or payments to be cleared via our bank before dispatch of goods. Delivery charges are liable to change due to distance and the courier available. The contract will be deemed active once a deposit or payment has been received by InternetshopUk.Com Limited.

You undertake that all details you provide to InternetshopUk.Com Limited for the purposes of ordering and purchasing goods are correct, that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the goods ordered.

Payment can be for the full purchase price or on receipt of a deposit under the terms and conditions laid out for the purpose of hire purchase.

InternetshopUk.Com Limited attempts to arrange shipment of all in stock items within **5 working days** of receiving your deposit and or payment. Your order may be delayed if the item is not in stock with our suppliers. Stock status is approximate.

##### **Delivery**

Whilst every reasonable effort shall be made to keep to any delivery date, InternetshopUk.Com Limited shall not be liable for any losses, costs, damages, or expenses incurred by the customer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date

InternetshopUk.Com Limited shall not be liable for any non delivery of goods. Any liability shall be limited to redelivery of the goods within a reasonable time.

##### **Damages, Shortages & Losses**

The customer shall report any damage to the product within **3 days of delivery**. InternetshopUk.Com Limited will replace the damaged part of the item (if appropriate), or supply a new machine FREE Of charge to the customer. Any issues or faults that the product may display after this period must be reported immediately, InternetshopUk.Com Limited will supply parts (if appropriate) or replace with a new vibration plate for a period of 12 months from delivery date on investigation of the fault and the nature of its outcome .

##### **Ownership and Risk**

The risk in goods shall pass from InternetshopUk.Com Limited to the customer on delivery of the goods . However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass from InternetshopUk.Com Limited to the customer until all instalments totalling the full amount payable have been received in cash or cleared funds by InternetshopUk.Com Limited, for goods delivered to the customer under this and all other contracts between InternetshopUk.Com Limited and the customer for which payment of the full price of the goods has not been paid. Payment of the full price shall include any sum payable under the terms of this and all other contracts between InternetshopUk.Com Limited and the customer under which the goods were delivered. The customer shall keep the goods in good condition whilst ever InternetshopUk.Com Limited is the rightful owner.

##### **Product Misuse**

Should any product malfunction, become damaged or breakdown as a result of abnormal environmental factors, such as chemical corrosive or humidity the customer would be liable and therefore payment in full would still be payable. Should any product malfunction, become damaged or breakdown as a result of misuse or damage caused by the customer or the customers third party clients, the customer would be liable and therefore payment in full would still be payable.

##### **Force Majeure**

InternetshopUk.Com Limited will not be liable for any breach of agreement, for delay or failure to deliver or perform if the delay or failure is due to acts of God, Civil commotion, terrorism, floods, riots, droughts, fire, legislation or other cause beyond InternetshopUk.Com Limited's reasonable control. This does not affect your statutory rights. InternetshopUk.Com Limited chooses not to enforce a right under this agreement, that decision will not prevent the enforcement of other rights, or the same right on a later occasion.

## **Liability**

Under no circumstance shall InternetshopUk.Com Limited be responsible for any indirect, incidental or consequential damages. InternetshopUk.Com Limited does not accept any liability (except as set out below) for any errors and or omissions and reserves the right to change information, prices, specifications and descriptions of goods, products and services. If an error is discovered in the price of the goods you have ordered, we will inform you as soon as possible. In the event that you order an item and the price published or given is incorrect for any reason, we will contact you to let you know the correct price and ask you whether you still wish us to fulfil your order at the corrected price. We shall be under no obligation to fulfil a product which was advertised at an incorrect price. We will give you the option of confirming the order at the corrected price or if you so choose, to cancel the order altogether. If you cancel and have already paid your deposit for the goods, in the circumstances described in this clause, we shall refund the full amount paid in accordance with these terms. InternetshopUk.Com Limited will do its best to correct errors and omissions as quickly and as practicable after being notified of them.

InternetshopUk.Com Limited do not accept any liability, indirect loss, consequential loss, loss of data, loss of income or profit, loss or damage to the product, or claims from you and or third parties arising from use of the product.

## **Distance Selling Regulations**

The terms and conditions of sale detailed below are provided for your information, in line with legislation contained in Consumer Protection (Distance Selling) Regulations 2000. This legislation covers items bought where there is no direct contact between the supplier and the consumer. InternetshopUk.Com Limited will endeavour to acknowledge queries or complaints within **5 working days**. The time it takes to reach resolution will be governed by the nature and complexity of the issue but we will ensure that customers are informed of progress as appropriate. Please ensure you print a copy of your order for information.

## **Agreement Terms**

Any Hire Purchase Agreement will commence on the date on which you the customer, accept the terms and conditions via the placing of an order. It will continue until either you or we terminate it in a manner permitted under this agreement or all monies due under this agreement are clear at bank. The length of time Hire Purchase Agreements are to be repaid in, is determined between the customer and InternetshopUk.Com Limited at the time of placing the order.

## **Waiver**

No waiver by us of any breach of these terms shall be considered as a waiver of any subsequent breach of the same or any other provision. If you breach these conditions and we take no action we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

## **Miscellaneous**

In these Terms, "Intellectual Property Rights" means patents, data base rights, copyright, design rights (whether registered or unregistered), trademarks, trade and business names and service marks under this agreement will vest in InternetshopUk.Com Limited as appropriate. All content included on the web site, such as text graphics logos, button icons, images audio clips, digital down loads, data compilations and software, is the property of InternetshopUk.Com Limited and is protected by United Kingdom and International Copyright and Database right laws. The compilation of all content on the web site is the exclusive property of InternetshopUk.Com Limited and protected. These Terms may be amended from time to time, the new version will be placed on the web site, posting the changes will constitute your acceptance of such changes.

If you do not agree to these changes then your only remedy is to stop using the site.

These Terms supercede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your Hire Purchase, whether oral or in writing and contain the entire agreement between InternetshopUk.Com Limited and you relating to your Hire Purchase. You are advised to read in full all the information on our web site.

If any provision of these terms shall be held by any competent authority to be invalid or unenforceable in whole or part, the remaining parts shall be unaffected.

## **Cancellations, Returns & Refunds**

If an error is discovered in the price of the item you have ordered, we shall give you the option of confirming the order at the correct price or if you so choose, to cancel the order altogether. In this instance any monies paid would be refunded in full.

Should you deem any item as faulty (after the initial delivery period) you must contact us as soon as possible either by email, telephone or in writing, InternetshopUk.Com Limited will arrange at a mutually convenient time and date to collect the product via our own couriers. Under no circumstances will we reimburse shipping costs for products returned by external courier. If the item needs to be returned, the customer will incur shipping costs which should the item be deemed to be faulty and confirmed (on return to us) to be so by our technical team, will be refunded in full. Products confirmed by InternetshopUk.Com Limited as faulty will be repaired (if applicable) or replaced with a new product for the duration of the Hire Purchase period of 6 months where ownership has passed to the customer.

Internet Sales Only - Distance Selling Regulations allow for a cooling off period of 7 days, from the day after delivery for goods which are not faulty. You must contact InternetshopUk.Com Limited **within 7 days**. Goods must be returned and insured at the customers own expense and in their original packaging. Refunds will only be authorised and processed after the goods are deemed to be in the condition that they were in when delivered to you. Should the goods not be in the appropriate condition we reserve the right to refuse to accept such goods, at its sole discretion. We reserve the right to charge a 15% handling charge. Your statutory rights are not affected.

## **Definitions**

Customer is the term used for the Hirer or Buyer. Terms and Conditions mean the conditions of Sale or Hire as set out in this document.

Goods /Product means any item that you Purchase or Hire.

## **Conditions**

These conditions shall apply to all contracts for the sale and hire of goods by InternetshopUk.Com Limited to the exclusion of all other Terms and Conditions including any which the customer may purport to apply under any purchase order, confirmation of order or similar document.

No variation or addition to these conditions shall be effective unless agreed in writing by InternetshopUk.Com Limited.

Acceptance of delivery of goods shall be deemed conclusive evidence of the customers acceptance of these conditions.

The seller reserves the right to revise prices prior to dispatch of goods to reflect any direct or indirect increase in cost prices may not include charges for shipping which may be paid in addition.

Payment or deposit must be in the sellers bank before goods are dispatched.

InternetshopUk.Com Limited makes no representation whatsoever as to the suitability of the product for the customers purpose.

InternetshopUk.Com Limited without prejudice to any other right the company may have, reserves the right to suspend delivery to the customer and or terminate the Contract without liability to the company if the customer fails to comply with any of the conditions.

All orders are subject to availability.

**These Terms and Conditions do not affect the statutory rights of the consumer.**