

## TRADE ACCOUNT APPLICATION

Salon/Business name:	
Owner name:	
Address:	
Postcode:	City/town:
Tel. Salon:	
Tel. Personal:	
Fax:	Email:
VAT No.:	Website:

Please return this completed application form to the address below. Alternatively, you can sign, scan and email it across to the email address below. You must also include:

- A photocopy or scanned copy of your original certificate of completion of a recognised hair extension course.

Please note: Failure to include this document will render this application invalid.

With this signature, the 'salon/business owner' confirms that they have read the TRADE TERMS AND CONDITIONS OF SUPPLY ONLINE AND IN-STORE attached overleaf and agree to its contents.

Furthermore the salon owner confirms that he/she has successfully completed the necessary training in the art of hair extensions and includes a photocopy of an original and valid trade certificate in the required field.

Signature:

Date:

## TRADE CUSTOMERS TERMS & CONDITIONS OF SUPPLY ONLINE & IN-STORE

This document contains Terms and Conditions of Supply Online and In-store. **CrownCouture operates different returns & exchange policies for their online store and retail outlet. Please take note.**

This page (together with our Privacy Policy and Terms of Website Use) 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, [www.crowncouture.co.uk](http://www.crowncouture.co.uk) (our site) and in-store 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 or in-store. Please note that by purchasing any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

If you refuse to accept these Terms, you will not be able to purchase any Products from our site.

You should print a copy of these Terms for future reference. We amend these Terms from time to time as set out in Clause 8. These Terms were most recently updated on 01.04.15.

### **1. INFORMATION ABOUT US**

**1.1** We operate the website [www.crowncouture.co.uk](http://www.crowncouture.co.uk). We are CrownCouture, a partnership formed in Scotland and having its usual place of business at 6-8 Bread Street, Edinburgh, EH3 9AF. Our VAT number is 178 8716 48.

**1.2** To contact us, please see our Contact Us page.

### **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. This does not mean that the item is defective or mis-shipped. However, if you are confident that you have received the item in a wrong color, please contact our customer service team to see if an exchange is possible.

**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**

Your use of our site is governed by our Terms of Website Use. Please take the time to read these, as they include important terms which apply to you.

### **4. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our Privacy Policy. For details, please see our Privacy Policy. Please take the time to read these, as they include important terms which apply to you.

### **5. IF YOU ARE A BUSINESS CUSTOMER**

**5.1** This clause 6 only applies if you are a business.

**5.2** If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

**5.3** Goods purchased for resale cannot be repackaged or re-branded in any way.

**5.4** Where CrownCouture knows or is made aware or suspects that you are a dealer in or are a supplier of hair extensions or is otherwise engaged in the hair extension supplies business, then the Company reserves the right to refuse to sell to you in its sole discretion.

**5.5** These Terms and our Privacy Policy and Terms of Website Use, constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

**5.6** You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or our Privacy Policy or Terms of Website Use.

**5.7** You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

**5.8** If you are entering into a trade contact for purchase of CrownCouture hair pieces, you understand that there is a minimum spend of £100 per order. You also understand that should you purchase the Salon Starter Package, items may not be exchanged and the initial starter package itinerary is final.

### **6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

**6.1** For the steps you need to take to place an order on our site, please see our Shop page.

**6.2** Services on this Site may require registration and the creation of an account. Please ensure that the details you provide upon registration or at any time are complete and accurate, and inform us immediately of any changes to the details you provided when registering.

**6.3** When you register for an account on the Site, you will be asked to create a password. You agree to be responsible for maintaining the confidentiality of your account details and password, and for restricting access to your computer to prevent unauthorised access to your account. You agree to promptly notify us if you have reason to believe that your account details or password have been lost, or if they are likely to be used in an unauthorised manner. We will not be liable, directly or indirectly, for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section of the Terms of Conditions.

**6.4** 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.

**6.5** 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 6.6.

**6.6** 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.

**6.7** 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 12.5, 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.

### **7. OUR RIGHT TO VARY THESE TERMS**

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

- a) changes in how we accept payment from you; or
- b) changes in relevant laws and regulatory requirements.

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

**7.3** Whenever we revise these Terms in accordance with this clause 7, 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.

## **CROWNCOUTURE OPERATES DIFFERENT RETURNS & EXCHANGE POLICIES FOR THEIR ONLINE STORE AND RETAIL OUTLET. PLEASE TAKE NOTE.**

### **8. AS A BUSINESS CUSTOMER ONLINE - RIGHT OF RETURN & REFUND OR EXCHANGE RETURNS AND EXCHANGES**

**8.1** This clause 8 only applies if you are a business customer.

**8.2** As a trade/business customer benefiting from a discounted rate of supply Products, if you decide to return the Products purchased you will only be entitled to an exchange or credit note to the value of the Products ordered.

**8.3** If you are returning the Products to us because they are faulty or mis-described on arrival, we will refund the price of a defective Product in full or replace the item. Please note: 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. This does not mean that the item is defective or mis-described. However, if you are confident that you have received the item in a wrong color, please contact our customer service team to see if an exchange is possible.

**8.4** The right to an exchange or a credit note will not apply to any defect in the Products arising from:

- i) fair wear and tear;
- ii) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- iii) if you fail to operate or use the Products in accordance with the user instructions;
- iv) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- any specification provided by you.

**8.5** The right to a credit note or exchange is only applicable provided the product is returned in its original condition and packaging. Please note that any Product which has been detached from its packaging, and/or exposed to handling or wear and/or is visibly damaged due to handling will not be accepted due to hygiene reasons and will be returned to the buyer at the buyers cost.

**8.6** CrownCouture will not look at any hair extensions or pieces that have been coloured or tinted or chemically damaged. All hair must be returned in its original condition and product colour. Goods are not considered faulty or mis-described, if their condition deteriorates due to poor hair management or poor application of extensions. If no fault is present, or the hair has been damaged or coloured in any way by the customer, the goods will be returned to the customer and we will not credit or replace the goods.

**8.7** Please note that this cancellation right does not apply in the case of any custom-made products. All sales of custom-made items are final.

**8.8** Provided stock Products are returned in their original condition and packaging, you will (where applicable) receive and email from us with a credit note voucher code to be redeemed at a time convenient to you or your revised item will be dispatched as soon as possible. We will process the credit note due to you as soon as possible and, in any case, within 30 calendar days of the day on or receipt of your returned items. If you returned the Products to us because they were faulty or mis-described, please see clause 8.3.

**8.9** If you are returning a product for a credit note or exchange:

i) returns will not be accepted without prior approval from CrownCouture. You must contact us on [info@crowncouture.co.uk](mailto:info@crowncouture.co.uk) within 7 (seven) days of receipt of the Products should you wish to return them for an exchange or credit note to 6-8 Bread Street, Edinburgh, EH3 9AF.

ii) you must return the Products to us within 14 (fourteen) days of receipt of the item; 7 (seven) days after you have confirmed to us in writing that you are returning the goods

iii) you must return your items with original proof of purchase and the CrownCouture exchange/credit note form

iv) you will be responsible for the cost of returning the Products to us; the item/s must be delivered to us via a 'Signed For/Recorded' postal service to ensure the products are returned to us safely.

v) 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.

### **9. AS A BUSINESS CUSTOMER IN-STORE - RIGHT OF RETURN & REFUND OR EXCHANGE**

**9.1** For Hygiene, Health and Safety reasons no hair extensions, hair pieces, or hair care products may be accepted by return in store unless found to be defective at the date of sale.

**9.2** It is the responsibility of the buyer to check the quality and colour of the hair/product before leaving the store as CrownCouture offers a no refund policy for all in-store purchases.

**9.3** CrownCouture may consider an exchange on Products at their discretion; however, the buyer must return the item within 14 (fourteen) days, guaranteeing it is in its original condition- any item that has been opened and exposed to handling and worn and is visibly damaged due to handling will not be accepted for an exchange. Exchanges in-store can be made as long as the hair is returned with proof of purchase (receipt) and the relevant card is shown in store.

**9.4** If you are returning the Products to us because they are faulty at the point of purchase, we will refund the price of a defective Product in full or replace the product.

**9.5** The offer of refund in clause 9.4 (and/or exchange) does not apply to any defect in the Products arising from:

- i) fair wear and tear;
- ii) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- iii) if you fail to operate or use the Products in accordance with the user instructions;
- iv) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- v) any specification provided by you.

**9.6** Please note that this exchange right does not apply in the case of any custom-made Products. All sales of custom-made items are final.

## **10. DELIVERY**

**10.1** 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.

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

**10.3** Delivery of goods shall take place at the delivery location. It is the buyer's responsibility to ensure the address of the delivery location is accurate. CrownCouture will not be held responsible if the delivery location is incorrect.

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

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

## **11. INTERNATIONAL DELIVERY**

**11.1** We deliver internationally. However there are restrictions on some Products for certain International Delivery Destinations, so please contact us ([info@crowncouture.co.uk](mailto:info@crowncouture.co.uk)) directly before placing an order and we will be happy to help you with delivery to your required destination.

**11.2** If you order Products from our site for, 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.

**11.3** 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.

**11.4** 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.

## **12. PRICE OF PRODUCTS AND DELIVERY CHARGES**

**12.1** The prices of the Products will be as quoted on our site from time to time. The price of Products is shown in pounds sterling (GBP). We take 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 12.5 for what happens in this event.

**12.2** 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.

**12.3** 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.

**12.4** The price of a Product does not include delivery charges. Our delivery services available are below and are charged according to the weight of the Products orders:

- Royal Mail Special Delivery – Guaranteed by 1pm
- Royal Mail Signed For - First or Second Class

**12.5** Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will 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.

**12.6** 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. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing, we do not have to provide the Products to you at the incorrect (lower) price.

## **13. HOW TO PAY**

**13.1** You can only pay for Products using a debit card or credit card. We accept the following cards: Visa credit card, Visa debit card, DELTA debit card, Visa Electron, Mastercard debit/credit and Maestro debit.

**13.2** Payment for the Products and all applicable delivery charges is in advance and cleared funds must be received in our account prior to dispatch of your order.

**13.3** If you wish to use someone else's credit card to process an order, you must obtain the credit card holder's full consent. We reserve the right to request the prior written authorisation of the credit card holder before any payments are processed and Products are dispatched to you.

## **14. OUR LIABILITY IF YOU ARE A BUSINESS**

**14.1** This clause 14 only applies if you are a business customer.

**14.2** We only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes unless otherwise agreed in advance.

**14.3** Nothing in these Terms limit or exclude our liability for:

- i) death or personal injury caused by our negligence;
- ii) fraud or fraudulent misrepresentation;
- iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or defective products under the Consumer Protection Act 1987.

**14.4** Subject to clause 14.3, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- i) any loss of profits, sales, business, or revenue;
- ii) loss or corruption of data, information or software;
- iii) loss of business opportunity;
- iv) loss of anticipated savings;
- v) loss of goodwill; or
- vi) any indirect or consequential loss.

**14.5** Subject to clause 14.3 and clause 14.4, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products purchased by you to which our liability relates.

**14.6** Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

## **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 telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

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

- i) we will contact you as soon as reasonably possible to notify you; and
- ii) 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** If you are a business:

i) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid post or other next working day delivery service, e-mail, or posted on our website.

ii) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by e-mail, one Business Day after transmission; or, if posted on our website, immediately.

iii) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

**16.3** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **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.

**17.2** You may only transfer your rights or your obligations under these Terms to another person if we agree in writing

**17.3** This contract is between you and us. No other person shall have any rights to enforce any of its 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** If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

**17.7** If you are a business, we both irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).