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# THE EYELASH DR

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## TERMS OF USE

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### BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us to consumers through this website, **[www.theeyelashdr.co.uk](http://www.theeyelashdr.co.uk)** ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms of Sale when ordering Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Goods through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

### 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Contract"</b>	means a contract for the purchase and sale of Goods, as explained in Clause 8;
<b>"Goods"</b>	means the goods sold by Us through Our Site;
<b>"Goodwill Guarantee"</b>	means the goodwill guarantee offered by The Eyelash Dr of The Fulham Clinic, 137 Dawes Road, London, SW6 7EB, which exists to enhance the legal rights of Our customers in the United Kingdom to change their mind and return Goods to Us;
<b>"Order"</b>	means your order for Goods;
<b>"Order Confirmation"</b>	means our acceptance and confirmation of your Order;
<b>"Order Number"</b>	means the reference number for your Order; and
<b>"We/Us/Our"</b>	means The Eyelash Dr of The Fulham Clinic, 137 Dawes Road, London, SW6 7EB.

### 2. Information About Us

2.1 Our Site, [www.theeyelashdr.co.uk](http://www.theeyelashdr.co.uk) is owned and operated by The Eyelash Dr of The Fulham Clinic, 137 Dawes Road, London, SW6 7EB.

### 3. Access to and Use of Our Site

3.1 Access to Our Site is free of charge.

3.2 The medical questionnaires submitted are read and approved by a qualified NHS GP prior to each order being sent out. The questionnaire must be filled in

as this acts the same as a consultation with your local GP practice. We need to know your condition, the medication you're taking, allergies and any other information you deem relevant for the GP to be aware of. Once our GP has approved the questionnaire, the medication will be prescribed and sent out upon receipt from the pharmacy.

- 3.3 Please ensure you answer the questions honestly, you are 18 years old or over and living in the United Kingdom (we do not currently ship overseas).
- 3.4 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.5 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

#### **4. Age Restrictions**

- 4.1 Consumers may only purchase Goods through Our Site if they are at least 18 years of age.

#### **5. International Customers**

Please note that we only sell to customers in the United Kingdom following a face to face consultation with Dr Tamsin Hayward at The Fulham Clinic. We do not accept orders from, or deliver to, customers outside the United Kingdom.

#### **6. Goods, Pricing and Availability**

- 6.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:
  - 6.1.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays and lighting conditions;
  - 6.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary.
- 6.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 11 if you receive incorrect Goods (i.e. Goods that are not as described).
- 6.3 As this is a prescription only product, delivery will be made within 7 days of order (if out of stock in the clinic at the time of your consultation) providing the product is in stock with the pharmacy.
- 6.4 Minor changes may, from time to time, be made to certain Goods between your Order being placed and Us processing that Order and dispatching the Goods, for example, to reflect changes in relevant laws and regulatory requirements, or to address particular technical or security issues. Any such changes will not change any main characteristics of the Goods and will not normally affect your use of those Goods. However, if any change is made that would affect your use of the Goods, suitable information will be provided to you.

- 6.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary.
- 6.6 All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 7 days We will treat your Order as cancelled and notify you of this in writing.
- 6.7 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 6.8 Delivery charges are not included in the price of Goods displayed on Our Site. Delivery charges will be presented to you as part of the order process.

## **7. Orders – How Contracts Are Formed**

- 7.1 Our Site will guide you to book a face to face consultation with Dr Tamsin Hayward. Before the consultation you need to fill in a medical questionnaire.
- 7.2 If, during the consultation and order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the Contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding Contract between Us and you.
- 7.4 Order Confirmations shall contain the following information:
  - 7.4.1 Your Order Number;
  - 7.4.2 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
  - 7.4.3 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
- 7.5 In the unlikely event that We do not accept or cannot fulfil your Order for any reason, We will explain why in writing. No payment will be taken under normal circumstances.
- 7.6 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Goods.

## **8. Payment**

- 8.1 Payment for Goods and related delivery charges must always be made at the time of your consultation with Dr Tamsin Hayward.

## **9. Faulty, Damaged or Incorrect Goods**

- 9.1 For security and sanitary reasons, we are unable to accept any returns for items that have been used or are unpackaged.

## **10. Cancelling and Returning Goods if You Change Your Mind**

- 10.1 If you are a consumer in the European Union, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once your Order is complete and We have sent you your Order Confirmation, i.e. when the Contract between you and Us is formed. You may also cancel for any reason before We send the Order Confirmation.
- 10.2 Please ensure that you return Goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel under this Clause 12.
- 10.3 Refunds under this Clause 12 will be issued to you within 14 calendar days of receipt of goods returned.
- 10.4 If our GP decide that the treatment is not suitable, we will explain this to you and refund all monies paid within 7 days of receipt.

## **11. Our Liability to Consumers**

- 11.1 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 11.2 Your personal information will remain secure, including data protection in line with our Privacy Policy.

## **12. Events Outside of Our Control (Force Majeure)**

- 12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 12.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 12.2.1 We will inform you as soon as is reasonably possible;
- 12.2.2 We will take all reasonable steps to minimise the delay;
- 12.2.3 To the extent that we cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be

suspended and any time limits that We are bound by will be extended accordingly;

12.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

### **13. Communication and Contact Details**

13.1 If you wish to contact Us with general questions or returns, you may contact Us by email at [info@theeyelashdr.co.uk](mailto:info@theeyelashdr.co.uk).

### **14. Complaints and Feedback**

14.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

### **15. How We Use Your Personal Information (Data Protection)**

15.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.

15.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy ([www.theeyelashdr.co.uk](http://www.theeyelashdr.co.uk)).

### **16. Other Important Terms**

16.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.

16.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

16.3 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

16.4 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

16.5 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with

them.

**17. Law and Jurisdiction**

17.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.