

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information. For information regarding our web site please see our web site policy under the menu heading "shop information".

This site is owned and operated by Face Paints Direct of 19 Brantwood, Clayton-le-Moors, Accrington, Lancashire, BB5 5QR. If you have any queries about these terms and conditions or if you have any comments or complaints about our website, you can contact us at [customerservices@facepaintsdirect.co.uk](mailto:customerservices@facepaintsdirect.co.uk) or on 07957 713153.

## **SHOPPING HELP**

If you need assistance with your order please contact us by e-mail or telephone us on 07957 713153. Please do not call after 9.00 pm at night if at all possible.

## **ORDERING**

You can order using the online shop and pay via Nochex, Paypal or bank transfer. Alternatively, you can pay by cash and collect in person. Cheques and postal orders can be accepted for both collect in person orders and orders to be delivered and should be made payable to JEM Body Art. (Face Paints Direct is part of the JEM Body Art Group). If you pay by cheque and wish the goods to be posted they will be posted on receipt of the cheque payment, so please allow 3-4 days before despatch.

Cheques must be made payable to JEM Body Art.

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide on your order form. Our acceptance of your order brings into existence a legally binding contract between us.

## **Availability**

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order. We may also fill the order if we have the same item available in a bigger size. We will never give you less than you ordered.

## **Ordering Errors**

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

## **Price**

The prices payable for goods that you order are as set out in our website. All prices are excluding VAT and are correct at the time of entering information.

## **Acknowledgement and Acceptance of Your Order**

You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. An acceptance of your order will take place on despatch of the good(s) ordered.

## **Payment**

We will charge your account for payment upon receipt of your order. We accept no liability if a delivery is delayed because you did not give us the correct payment details and payment failed. If it is not possible to obtain full payment for the goods from your account then we can cancel the order and or suspend any further deliveries to you. This does not affect any other rights we may have.

## **Special Orders**

We can order items in specially if requested. There may be a delay while we source them from the supplier. Please note that anything ordered as a special delivery cannot be returned unless faulty.

Please also note that some products are imported and can incur a delay of up to 28 days.

## **Error Message in Cart**

If you receive the message below when trying to checkout it is because the IP address for your computer has been blocked and may be for a number of reasons. If it is a dynamic IP address it may be because someone else has had this IP address in the past and used it to buy goods fraudulently. Please contact us immediately for help.

**"Unable to add to the cart. Please contact the merchant and quote code AZ5199".**

## **LOYALTY DISCOUNTS**

Loyalty discounts are available once you have placed 5 orders with us. After 5 orders have been successfully placed we will send you a promotional code for 5% of your next order. Thereafter, when you reach landmarks ie 10 orders, 20 orders, 30 orders and so on you will be sent further

promotional codes offering you 10% discount on your next order. It does not matter how much you have spent with us. These promotional offers will be issued on a single use basis.

This is not available if you are shopping with us through Ebay.

## **DELIVERY/POSTAGE AND PACKING**

Delivery charges vary according to the weight and type of goods ordered. If you live outside the UK you are responsible for your own customs charges. Also see under liability. We also charge for packaging.

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver - this will also be up to your Royal Mail postman whether he is prepared to leave where specified. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence).

You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

**We usually take all parcels to the post office at 4.00 pm so if you order after this time your parcel will be posted the next working day.**

**We aim to post same day where possible. However, if you require items for a specific day and specific time it would be wise to select guaranteed next day delivery at checkout, otherwise items are posted by the method selected and will be with you depending upon the speed of Royal Mail service.**

**Please note that if we are out face painting, airbrush tattooing or balloon modelling it may not be possible for us to post your parcel the day you order in which case it will be sent the following day. No guaranteed next day delivery will be available at checkout if this is the case.**

## **United Kingdom Postage Rates**

Postage and packing are divided into bands based on the weight and total cost of the items ordered.

Orders valued at £70.00 or over will be shipped free of charge. Excludes shipping costs in your total. Free delivery parcels are sent recorded delivery. This does not include high director's chairs, tables (if eligible) and kit boxes from AMPS International as these items are shipped direct from our suppliers and the cost is out of our control. Excludes guaranteed next day shipping and courier services.

Heavy parcels over 2 kg may be sent using DHL for which there is a flat rate.

Recorded delivery is available for UK orders. This is a signed for service.

Next day by 1.00 pm delivery is available for UK orders. Orders taken after 4.00 pm Monday to Friday, after 9.00 am on Saturday, or when the Post Office is shut, will be posted the next available working day for 1.00 pm delivery the following day. Please note that this is a signed for service and somebody must be in to receive the parcel.

Royal Mail delivery by 5.30 pm next day for some areas. Please see Royal Mail's web site ([www.royalmail.co.uk](http://www.royalmail.co.uk)) to see if you fall into this category.

Please ensure when selecting GUARANTEED NEXT DAY on THURSDAY NIGHT after 4.00 pm or FRIDAY you select the option for Saturday delivery. If you don't select the Saturday option we will post for Guaranteed arrival on Monday before 1.00 pm.

Please see postage rates for more information.

### **Channel Islands**

Postage and packing are divided into bands based on the weight and total cost of the items ordered.

Orders valued at £150.00 or over will be shipped free of charge. Excludes shipping costs in your total. Free delivery parcels are sent recorded delivery. This does not include high director's chairs, tables (if eligible) and kit boxes from AMPS International as these items are shipped direct from our suppliers and the cost is out of our control. Excludes guaranteed next day shipping and courier services.

Heavy parcels over 2 kg may be sent using DHL for which there is a flat rate.

Recorded delivery is available for UK orders. This is a signed for service.

Next day by 1.00 pm delivery is available for Channel Island orders to Jersey and Guernsey and after 5.30 pm to Alderney, Sark and Herm. Orders taken after 4.00 pm Monday to Friday, after 9.00 am on Saturday, or when the Post Office is shut, will be posted the next available working day for 1.00 pm delivery the following day. Please note that this is a signed for service and somebody must be in to receive the parcel.

Please ensure when selecting GUARANTEED NEXT DAY on THURSDAY NIGHT after 4.00 pm or FRIDAY you select the option for Saturday delivery. If you don't select the Saturday option we will post for guaranteed arrival on Monday before 1.00 pm.

Please see postage rates for more information.

## **European Union and Rest of the World Postage Rates**

Postage and packing are divided into bands based on the weight and total cost of the items ordered. All items posted airmail are now sent International Signed For™. If you prefer you can select the Airsure® service which costs slightly more, but is more secure for your parcel. This does not include high director's chairs, tables (if eligible) and kit boxes from AMPS International as these items are shipped direct from our suppliers and the cost is out of our control.

Heavy parcels over 2 kg may be sent using DHL for which there is a flat rate.

Orders valued at over £170.00 will be shipped free of charge. Excludes shipping costs in your total.

Please see postage rates for more information.

## **Collection in Person**

Although we are an online store if you live within a reasonable distance of Accrington and wish to collect your items in person this can be done by prior arrangement. Please telephone 07957 713153 to arrange collection.

## **Note: Guaranteed Next Day Delivery**

Items despatched direct from our supplier, which are the kit boxes, may not be sent next day guaranteed as I am dependent upon their availability to send the product. Also, some Temptu products are not stocked, but our supplier will endeavour to ship next day for you if required. Please ensure we have as much notice as possible.

## **DELIVERY TIMES**

All items will be posted using Royal Mail first class post or parcel post. We try to ensure that stock items are delivered for next day delivery. Provided the items ordered are in stock they will be posted where possible same day or the next available working day. Orders taken after 4.00 pm may miss same day postage. If your order arrives with us between mid-morning on Saturday and 8.00 am on Monday, your order will be dispatched on the Monday morning. Please note we are not responsible for Royal Mail delivery times. If any item is not in stock for any reason we will send you what we have and the other items will follow later. You will not be charged any extra postage cost. We will email you to inform you if this is the case. Some larger items are not held in stock and may be sent out by our supplier on our behalf. These are indicated on the web site. We are not responsible for our supplier's delivery times.

**Royal Mail does not accept an item is lost or late until after 15 working days.**

## **DELIVERY DISCREPANCIES**

Although we try to ensure that orders are 100% correct we are human after all and do occasionally make a mistake. If you receive your order and an item is missing and have not been notified otherwise, please ensure you contact us within 7 days of receipt to enable us to rectify the problem. Any notification after the 7 days will be considered, however, it may not be possible after 7 days to rectify any problems.

## **LOST POST**

On rare occasions the Post Office has been known to lose parcels. All post is sent 1st class, or the next nearest alternative depending upon weight. If your parcel does not arrive within a reasonable timescale please advise Face Paints Direct of non arrival. The Post Office does not deem an item lost until after 15 working days for UK post and up to 25 working days for post outside the UK, after which we can take it up with the Post Office. All replacement parcels will be sent Recorded Delivery, or a refund may be issued whichever you prefer, after the 15 working days have passed provided the parcel is not urgent. We will make arrangements for any items required urgently for specific jobs.

**We cannot be held responsible, refund or replace free of charge lost post where an incorrect postal address has been supplied. In this instance items will have to be replaced at the client's expense.**

## **UNDELIVERED PARCELS BY POSTAL SERVICE**

Should your Items be returned to us by any postal service worldwide as "unclaimed" or "undeliverable" we will contact you to see if you still require the items. If the parcel has to be sent again all postage costs for resending the parcel are the responsibility of the purchaser and must be paid for before the parcel is resent.

## **RETURNS POLICY**

If you have any problems please email in the first instance, and we will try to resolve your problem. There is a statutory right to a 7 working day "cooling off" period, which starts the day after the day you receive the goods. Inform us and return the goods as outlined below, notifying us of cancellation within the cooling off period.

If you wish to return any item you have purchased, for any reason, please notify us within 7 working days and return the item within 14 days of your receiving it.

Please inspect all items immediately upon arrival, if the goods are faulty, we will either refund the original cost of the goods (including postage) plus return postage costs within 7 days of receipt of goods or replace the item.

If you wish to return a product for any other reason the item must not be damaged or used (customer's statutory rights not affected). Returned items must be in their original packing. In this

instance we will not pay for return postage. Customers will be liable for all postage costs. We will refund goods within 7 days of receipt, by the original payment method or supply an alternative. We advise customers to use registered mail or a delivery requiring a signature, as we cannot deem goods as returned until they have been delivered to us. Proof of postage is not proof of delivery. All refunds will be made within 30 days or when the goods are received, whichever is the soonest.

### **Special Orders**

Special orders cannot be returned or refunded.

### **CANCELLING AN ORDER**

Under the Distance Selling Regulations you have the legal right to cancel your order within seven days of receipt of your goods (with the exception of any special order items). You do not need to give us any reason for cancelling your order. However, you will be liable for return postage in this instance. Please notify us if you wish to cancel your order.

If you wish to cancel an order please e-mail [customerservices@facepaintsdirect.co.uk](mailto:customerservices@facepaintsdirect.co.uk) at your earliest possible opportunity or telephone us on 07957 713153 to advise you wish to cancel. If your order has already been despatched you still may cancel and the item will be refunded in 30 days or on its return, whichever is the soonest.. Please see returns policy above for information on how to return your parcel.

Once you have notified us that you are cancelling your order, any sum debited to us from your account will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

### **CANCELLATION BY FACE PAINTS DIRECT**

We reserve the right to cancel the contract between us if:

We have insufficient stock to deliver the goods you have ordered.

- We do not deliver to your area.
- One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

If we do cancel your order we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order.



## **RISK AND OWNERSHIP**

Risk of damage to or loss of the goods passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when Royal Mail tried to deliver. You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

## **LIABILITY**

If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us by telephone, e-mail or in writing at our contact address of the problem within 60 days of the date on which you ordered the goods (unless this is not reasonably practicable). If you notify a problem to us under this condition, our only obligation will be, at your option:

- To make good any shortage or non-delivery.
- To replace or repair any goods that are damaged or defective.
- To refund to you the amount paid by you for the goods in question in whatever way we choose.

Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## **SECURITY**

Protecting the safety of your credit card information is important to us. Secure Sockets Layer (SSL) technology is used to protect the security of your credit card information as it is transmitted. To make sure you are accessing a secure server before you submit personal financial information, look at the top bar of your browser at the URL or location line of your browser. If you have accessed a secure server, the first characters of the address in that line should change from http to https or show the text <https://secure.romancart.com/payment/checkout.asp>. The tool bar also changes to green.

## **VAT**

Our prices include VAT. How much VAT is charged is shown at checkout.

VAT No: 127 4144 31

## **COLOUR CHARTS**

Please note that colour charts may vary slightly in shade to the actual product. We do, however, try to get the colours as close to the product as possible.

## **PICTURES**

Please note that not all pictures may be representative of size of a product. They are available in order that you may ascertain an idea of what you are purchasing.

## **ORDERING OUR STOCK**

We usually order new stock around the 10th of the month from our suppliers. However, this is not set in concrete and if demand is high we do make additional orders from the wholesalers. If you are interested in an item that is out of stock it is possible to select the "email me when back in stock option" to be sent an automated e-mail when the item is re-stocked.

## **OWNERSHIP OF RIGHTS**

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## **ACCURACY OF CONTENT**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

## **LAW, JURISDICTION AND LANGUAGE**

This website, any content contained therein and any order brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

## **COMPLAINTS**

If you should have a complaint we would prefer to resolve this as quickly as possible. You may either telephone 07957 713153 or e-mail [customerservices@facepaintsdirect.co.uk](mailto:customerservices@facepaintsdirect.co.uk) in the first instance. However should you wish to make a formal complaint you may write to Mrs Jane Snell, Face Paints Direct, 19 Brantwood, Clayton-le-Moors, Accrington, Lancashire, BB5 5QR.

## **DISCLAIMER**

Face Paints Direct sells all products in good faith for your enjoyment and use, but cannot be held liable or responsible for the deliberate misuse of face paints, cosmetics and/or any other products we sell. In other words, please read and follow all instructions carefully to avoid problems or injury!

## **NOTE**

The above policies are reviewed periodically and are subject to change by Face Paints Direct without prior notice. Any changes will be posted immediately on this web site. Continued use of this web site will be seen as acceptance of any changes. These terms and conditions should be looked at from time to time.