

These terms may have changed since you last reviewed them

These terms were last updated on [13th May 2022].

Where to find information about us and our products

You can find everything you need to know about us (My Instant Stylist Ltd) and our products in **our mobile app** (the **App**) and **on our website** (the **Site**) before you order. We also confirm the key information to you in writing after your order by e-mail.

We only accept orders from consumers over the age of 18 and in the UK

By placing an order, you are confirming to us that you are:

- over the age of 18;
- located in the UK;
- not purchasing products from us in connection with your trade, business, craft or profession. In other words, you are confirming that you are a consumer.

When you buy from us, you are agreeing that:

- we only accept orders when we've checked them;
- sometimes we reject orders;
- we charge you when you order;
- when we deliver your products;
- we charge interest on late payments;
- we pass on some increases in VAT;
- we're not responsible for delays outside our control;
- products can vary slightly from their pictures;
- for gift orders, our contract is with the person that placed the order (you);
- you're responsible for making sure your measurements are accurate;
- you have a legal right to change your mind but we offer more generous terms;
- you can pause or end an ongoing contract (subscription);
- you have rights if there is something wrong with your products;
- we can change products and these terms;

- we can suspend supply (and you have rights if we do);
- we can withdraw products;
- we can end our contract with you;
- we don't compensate you for all losses caused by us or our products;
- we use your personal data as set out in our privacy notice
- you have several options for resolving disputes with us;
- other important terms apply to our contract.

We only accept orders when we've checked them

We contact you to confirm we've received your order and then we contact you again (normally within [\[24\]](#) hours) to confirm we've accepted it.

Sometimes we reject orders

Sometimes we reject orders. For example, because:

- a credit reference we have obtained is unsatisfactory;
- we can't verify your age;
- you are (or we believe that you may be) located outside the UK; or
- you are not (or we believe that you may not be) a consumer.

When this happens, we let you know as soon as possible and refund any sums you have paid.

We charge you when you order

We charge you when you place your order. If you have opted for a subscription, as explained to you during the order process, we take payment once each month on/around the same day of the month that you placed your order.

You will own your products once we have received payment in full. If you return any products to us, we will own them once we have issued a refund to you.

When we deliver your products

Subject to the exceptions discussed in other parts of these terms (for example, we're not responsible for delays outside our control), we will usually deliver your products within 30 days of your order and often it will be in less time than this. For subscriptions, we will deliver your products each month on/around the same day of the month.

We charge interest on late payments

If we're unable to collect any payment you owe us, we charge interest on the overdue amount at the rate of 1% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on some increases in VAT

If the rate of VAT changes between your order date and the date we supply the products, unless you have already paid in full before the change in the rate of VAT takes effect, we adjust the rate of VAT that you pay.

We're not responsible for delays outside our control

If our supply of your products is delayed by an event outside our control (e.g. if our delivery service or other suppliers' workers go on strike or if a shipment to us is delayed), we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but you can contact our customer service team (via info@myinstantstylist.com or the chat function in the App) to end the contract and receive a refund for any products for which you have paid but not received.

For gift orders, our contract is with the person that placed the order (you)

If you order products or a subscription as a gift, our contractual relationship is with you and not with the gift recipient. For example, if the gift recipient returns a product, we will refund you and not them.

This means that, when we refer to 'you' elsewhere – where relevant – this should be understood as meaning the gift recipient. For example:

- the gift recipient may need to provide measurements to us;
- you may need to arrange for the gift recipient to take certain steps on your behalf (e.g. returning unwanted products to us);

- we may reduce any refund if the gift recipient has used or damaged a product.

If you place a gift order, you are confirming to us that the gift recipient is over the age of 18 and is located in the UK.

You're responsible for making sure measurements are accurate

Where we supply products to measurements and specifications that you provide, you're responsible for making sure those measurements and specifications are correct. Find information and tips on how to measure here or contact our customer service team (via info@myinstantstylist.com or the chat function in the App).

You have a legal right to change your mind but we offer more generous terms

Your legal right to change your mind. For most of our products, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

When you can't change your mind. You can't change your mind about products:

- sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- that are made to your specifications or are clearly personalised; and
- that become mixed inseparably with other items after their delivery.

The deadline for changing your mind. We offer our customers a deadline to change their mind that is more generous than their legal rights, as described below. This does not affect your legal rights if there is something wrong with your products (for more on those rights, see you have rights if there is something wrong with your products).

Your legal rights	How our terms are more generous
14 days to change your mind, from the date the products are delivered to you.	30 days to change your mind, from the date the products are delivered to you.
For subscriptions, you can only change your mind about the first delivery.	For subscriptions, you can change your mind about any delivery.

How to let us know. To let us know you want to change your mind:

- contact our customer service team (via info@myinstantstylist.com or the chat function in the App); or
- complete a copy of the Model Cancellation Form and send it to us at The Old Barn, Wood Street, Swanley, Kent, BR8 7PA or info@myinstantstylist.com.

You have to return the products at your own cost. You have to return your products to us within 14 days of you telling us that you have changed your mind. Returns are at your own cost. To begin a return, see our returns process or contact our customer service team (via info@myinstantstylist.com or the chat function in the App).

We only refund standard delivery costs. We don't refund any extra where you have paid for express delivery or delivery at a particular time.

We reduce your refund if you have used or damaged a product. If you handle any product in a way which would not be acceptable in-store, we reduce your refund to compensate us for its reduced value. For example, we reduce your refund if:

- the product's condition is not 'as new';
- price tags have been removed;
- the packaging is damaged;
- accessories are missing.

In some cases, because of the way you have treated a product, no refund may be due.

When and how we refund you. If you tell us you've changed your mind about products that haven't been delivered, we refund you as soon as possible and within 14 days. If you're sending your products back to us, we refund you within 14 days of receiving them (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

We only accept returns of whole deliveries (boxes). Each delivery box will contain multiple products. If you decide to change your mind, you must return all of the products from that delivery box to us.

You can pause or end an ongoing contract (subscription)

Where you have a subscription, you can pause or cancel the subscription at any time by informing us using the link here or contacting our customer service team (via info@myinstantstylist.com or the chat function in the App).

If you pause or cancel a subscription where products are already being processed for delivery or have recently been shipped, should you wish, you can obtain a refund by returning those products to us as discussed above.

You have rights if there is something wrong with your products

If you think there is something wrong with your products, you must contact our customer service team (via info@myinstantstylist.com or the chat function in the App). We honour our legal duty to provide you with

products that are as described to you in the App and on the Site and that meet all the requirements imposed by law.

Your legal rights are summarised below. These are subject to certain exceptions. For detailed information, please visit the Citizens Advice website. Remember too that you have several options for resolving disputes with us.

Summary of your key legal rights

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the products, your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get a refund;
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases;
- up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.

We can change these terms

We will only make changes to these terms where we give you advance notice and an option to terminate. We'll notify you at least 28 days in advance and, if you wish, you can then contact our customer service team (via info@myinstantstylist.com or the chat function in the App) to end the contract before the change takes effect and receive a refund for any products for which you've paid but not received.

We can suspend supply (and you have rights if we do)

We can suspend the supply of products. We do this to:

- deal with technical problems or make minor technical changes;
- update the products to reflect changes in relevant laws and regulatory requirements; or
- make changes to the products (see we can change products and these terms).

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend supply for any reason, we will adjust your payments so that you don't pay while it's suspended.

If we suspend supply (or tell you we're going to suspend supply) for more than seven days, you can contact our customer service team (via info@myinstantstylist.com or the chat function in the App) to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

We can withdraw products

We can stop providing certain products as well as subscriptions for products. In this case, we will let you know at least 28 days in advance and we refund any sums you've paid in advance for products which won't be provided.

We can end our contract with you

We can end our contract with you and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within seven days of our reminding you that payment is due;
- you don't allow us to deliver the products to you within a reasonable time.

We can end our contract with you for any gift order that you place where the gift recipient does not provide any necessary details (including their measurements, where relevant) to us within 28 days of your placing the order. In this case, we will not claim any compensation.

We don't compensate you for all losses caused by us or our products

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in law, the loss was 'unforeseeable');
- caused by a delaying event outside our control. As long as we have taken the steps set out in the section we're not responsible for delays outside our control;
- avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use;
- a business loss. It relates to your use of products for the purposes of your trade, business, craft or profession.

We use your personal data as set out in our privacy notice

How we use any personal data you give us is set out in our privacy notice. For gift orders, we will process the gift recipient's personal data on the same basis.

You have several options for resolving disputes with us

Our complaints policy. Our customer service team (via info@myinstantstylist.com or the chat function in the App) will do their best to resolve any problems you have with us or the products as per our complaints policy.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your products. We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer, you can contact our customer service team (via info@myinstantstylist.com or the chat function in the App) to end the contract within 28 days of us telling you about it. In this case, we will refund any payments you've made in advance for products that have not yet provided.

You can only transfer your contract with us to someone else if we agree to this. We may not agree if:

- that person is not (or we cannot verify that they are) over the age of 18, located in the UK and a consumer;
- we reasonably believe that that person may not pay us any amounts owed to us or which may become due to us (e.g. in the case of a subscription).

We can require the new owner to prove that you transferred the contract to them.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To My Instant Stylist Ltd, The Old Barn, Wood Street, Swanley, Kent, BR8 7PA and info@myinstantstylist.com):

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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