

Samantha Dene's

Dance and Fitness



Online Store Terms and Conditions

1. Ordering

1.1 When you place an order you confirm that all details provided are accurate and you have permission to provide them. You enter a contract with Samantha Dene's Dance and Fitness when you place an order. Payment will be taken when the order is placed. You will receive an email confirming your order once the order has been processed. Please check all details are correct, including ordered items and address details. Should you need to amend your order, please contact us as soon as possible after placing your order:

07598 430454

samanthadenes@outlook.com

We at Samantha Dene's Dance place our orders with our suppliers on the 15th of each month; this is subject to change if the 15th lands on a school holiday and you will be notified via email/social media should the date change.

1.2 To place an order through the site you must be older than 18 years and above and have valid card details to a registered bank. Orders must be placed by the card holder or with the card holders permission.

2. Payments

2.1 Payment can be made:

- 2.1.1. directly through the online store using Stripe;
- 2.1.2. via cash on delivery; or
- 2.1.3. via bank transfer.

2.2 To add additional items after you have placed an order please place a new order through the website or contact us (see 1.1 above for contact details.)

3. Shoes:

Ballet shoes are true to normal sizes and are available in half sizes. We will try to accommodate changes for sizes where possible. Please return them to Samantha in class and an exchange will be made at the earliest possible time when the new size is in stock. Any difference in the amount will need to be paid via one of the payment options in paragraph 2.1 above.

4. Availability:

4.1 We at Samantha Dene's Dance place our orders with our suppliers on the 15th of each month; this is subject to change if the 15th lands on a school holiday and you will be notified via email/social media should the date change. Orders will be available for collection from class as soon as the stock is available. If the suppliers are out of stock you will be notified and approximate timescales for the availability of the items will be communicated to you where possible. Any available items in your order will be available for collection as normal.

4.2 Samantha Dene's Dance and Fitness reserves the right to reject or cancel any orders, in the event of:

- Product out of stock / discontinued
- Incorrect address / outside of delivery zone
- Incorrect billing information
- Fraudulent activity
- Errors on the website
- Force majeure

5. Delivery

5.1 Your order will be available for collection from class once available. We will notify you if any of the items ordered are out of stock (please note 5.1 above).

6. Our Returns Policies and Your Statutory Rights:

6.1 Refunds or exchanges may be possible within 30 days of the delivery date. No refunds or exchanges are available once this period has lapsed. Items eligible for return are listed below. Please follow the returns process set-out below should you wish to return or exchange your item(s).

6.2 What Items Can You Return?

Eligible items:

- Unwanted goods in perfect condition, unworn/unused state, with undamaged original packaging;
- Tights and underwear in original unopened packaging, not worn or tried on;
- Any items that are faulty on arrival.

Not eligible for return:

- Any item not in its original condition, is damaged or missing parts for reasons not due to our error.
- For hygiene reasons, we are unable to accept tights and underwear back for refund or exchange if the packaging has been opened.

6.3 How To Return Items (if applicable)

- Please contact us (see 1.1 above). Please note that no refunds or exchanges will be discussed during teaching hours.
- When returning your item(s) for a refund, the amount will be credited back via the original payment method.

7. Late or missing refunds (if applicable)

If you haven't received a refund yet, first check your bank account again. Then contact your credit card company, it may take some time before your refund is officially posted. Next contact your bank. There is often some processing time before a refund is posted. If you've done all of this and you still have not received your refund yet, please contact us (please see 1.1 above for contact details).

8. Exchanging Items:

If you wish to change your item(s) for an alternative (size, colour, style etc) please give your item(s) back during class time and your alternative item(s) will be brought into the next class or as soon as the items are in stock (subject to eligibility at 7.2 above).

9. How long to process a return?

Your returns will be received and processed within 10 working days. If you are due a refund, the funds will usually be available in within 3-5 refund days. Cash returns will be available in the next class you/your child(ren) attend.

Online Store Privacy Policy**1. What we do with your information:**

When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address.**2. Consent:**

2.1. When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, or for any other purposes, you consent to us collecting it and using it for that reason only. Your personal information will not be used for secondary reasons such as marketing without your consent.**2.2. How do I withdraw my consent?**

If you have previously provided your consent as per 2.1 above and you subsequently change your mind, you may withdraw your consent at any time by contacting us on 07598 430454 or at samanthadenes@outlook.com.**3. Disclosure:**

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.**4. Payment Processing:**

The following extract is taken directly from the Webnode terms and conditions:*If You use Your credit card or PayPal to make a purchase, you authorise Webnode (either directly or through its affiliates, subsidiaries or other third parties) to collect the payment from Your card or account. We will store Your payment information during the checkout process for future use, making the automatic renewal and purchase of other services faster and more convenient. All payment processing is secure and PCI-compliant.*

5. Links:When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.**6. Cookies:**

How we use cookies:

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added, and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website. One our samanthadenedanceandfitness.com website we ask consent from our users to store/retrieve information on/from their computer or mobile device as soon as they access the site.

For further information visit www.aboutcookies.org or www.allaboutcookies.org.

7. Use of site by children:

If you are under 18, you may use our site only with consent from a parent or guardian. Any purchase(s) must be made by an adult.

8. Changes to this Privacy Policy:

We at Samantha Dene's Dance and Fitness reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

9. Questions and Contact Information: If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information regarding our Privacy Policy, please email us at samanthadenes@outlook.com. **Terms of service overview:** This website is operated by Samantha Dene's Dance and Fitness. Throughout the site, the terms "we", "us" and "our" refer to Samantha Dene's Dance and Fitness. Samantha Dene's Dance offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. Our store is hosted on Webnode. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

1. Online store terms: By agreeing to these Terms of Service, you confirm that you are aged eighteen (18) or over and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

2. General Conditions: We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

3. Accuracy, completeness and timeliness of information: We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

4. Modifications to the service and prices: Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

5. Products or services (if applicable) Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

6. Accuracy of billing and account information:

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Returns Policy.

7. Optional tools:We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

8. Third-party links:Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

9. User comments, feedback and other submissions:If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be

someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party. **10. Personal Information:** Your submission of personal information through the store is governed by our Privacy Policy. Please see our Online Store Privacy Policy.

11. Errors, inaccuracies and omissions: Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated. **12. Prohibited uses:** In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

13. Disclaimer of warranties; limitation of liability:

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Samantha Dene's Dance, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the

service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. **14. Indemnification:** You agree to indemnify, defend and hold harmless Samantha Dene's Dance, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

15. Severability: In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

16. Termination: The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof). **17. Entire agreement:** The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

18. Changes to terms of service: You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes. **19. Contact Information:** Questions about the Terms of Service should be sent to us at: samanthadenes@outlook.com.