

# WDP Group Ltd - Terms and Conditions

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'We', 'us' or 'our' means WDP Group Ltd; and
- 'You' or 'your' means the person using our site to buy goods from us.

WDP Group Ltd (WDP) is registered in the United Kingdom at 13 Montpelier Avenue, Bexley, Kent, DA5 3AP / Company No: 06346625 / VAT No: 924 0092 53.

When buying anything from our DermaSan Pro website you agree to be bound by these terms and conditions and any other documents referred to in them.

Before you place an order, if you have any questions relating to these terms and conditions, please contact us.

## Ordering Goods

By placing an order via our website ([www.dermasan.co.uk](http://www.dermasan.co.uk)) you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Please read and check your order carefully before submitting it. If you need to correct any errors you can do so before submitting it.

When you place an order at the end of the check-out process (by clicking "Pay Securely"), we will send you an acknowledgement e-mail confirming receipt of your order. This email is an order acknowledgement and does not mean that we accept your order. We may reject your order for the following reasons:

- the goods are out of stock or unavailable;
- we cannot authorise your payment;
- we reasonably believe that your order contravenes our Fair Purchase Policy (set out below);
- we are not allowed to sell the goods to you;
- you are not allowed to buy the goods from us; or
- there has been a mistake on the pricing or description of the goods.

A contract between us for the purchase of the goods will be formed when your payment has been approved, the prices have been verified, and the order has been processed and dispatched. A second email will be sent confirming these arrangements and you will not have ownership of the goods until they have been dispatched.

In order to contract with WDP you must be over 18 years of age. WDP retains the right to refuse any request made by you.

# Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and cancel your order. We will then update our website with the correct price as soon as possible so the order can be replaced if needed. If you cancel the order and you have already paid for the goods, you will receive a full refund.

The website may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fulfil any orders that you may place based on information on the website that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

# Payment

Payment can be made via our secure check out pages using your credit or debit card (details of accepted credit or debit cards are provided during the checkout process). You can also pay using PayPal. Card charges will appear on your statement as "WDP Group Ltd".

When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card, bank account or PayPal account used to place your order and that there are sufficient funds to cover the cost of the goods.

All prices are quoted in pounds sterling (£) and include Value Added Tax (VAT) where applicable.

Due to the nature of the clearing system your credit card payment will be taken at the point of processing. If a problem in supply should occur, your payment method will be refunded as soon as possible. The refund may take a couple of days to show as cleared funds on your account, depending on payment provider.

If your delivery address is outside of the UK, you may be required to pay import duties and taxes when your order reaches your destination country. These and any additional charges for customs clearance are your responsibility. All orders are fulfilled and despatched from the UK.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Grand Total'.

Note: By linking a payment card to your account, you give us continuous permission to automatically charge that card for the required value to cover the payment amount when you use your account to place an order specifying the use of this payment card.

We may charge the payment card again if the previous attempt failed.

You can stop the permission by unlinking the card from your account at any time.

# Personal Information

Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

# Returns and Cancellation Rights

We offer a very helpful and hassle-free returns policy, after all, we are here to help you, see full details of our returns policy.

You also have rights under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 which state that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund. You have the right to cancel this contract within 14 days from delivery without giving any reason. This right does not apply to any customised or personalised goods bought through our website. To exercise this right please Contact Us prior to the expiry of the cancellation rights period.

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than:

- 14 days after the day we received back from you any goods supplied; or
- (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
- if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

- up to 30 days: if your goods are faulty, then you can get a refund;

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

Please contact us, if you want:

- us to repair the goods;
- us to replace the goods;
- a price reduction; or
- to reject the goods and get a refund.

## Product Suitability

The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

- are of satisfactory quality;
- are fit for purpose;

- match the description;

We must provide you with goods that comply with your legal rights.

The packaging of the goods may be different from that shown on the site.

You are responsible for ensuring any products purchased are necessary for the repair or upgrade of an item. We shall not be held responsible for the accuracy of any advice given regarding the suitability (or otherwise) of any products. If you have ordered an item that has an unsuitable product description we will remedy this by providing you a full refund upon the return of the item. Please see Returns and Refunds for details.

## Dispute Resolution

We will try to resolve any disputes with you quickly and efficiently.

If you are unhappy with:

- the goods;
- our service to you; or
- any other matter;

please contact us as soon as possible.

If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know. In such circumstances The European Commission provides a platform for online dispute resolution which is available at the following link: <http://ec.europa.eu/consumers/odr/>.

If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract. The laws of England and Wales will apply to this contract.

## Privacy Policy

WDP Group Ltd are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998 and General Data Protection Regulations 2018). We collect information about you for 2 reasons: firstly, to process your order and secondly to provide you with the best service possible. We will not email you in the future unless you have given us your consent. We will give you the chance to refuse any marketing email from us in the future.

The type of information we will collect about you when you place an order or register on our web site includes:

- Name
- Address
- Phone Number
- Email Address
- Credit/Debit card details
- IP Address

This information is already stored on our internal systems and our website simply verifies you as a customer of WDP. We will never collect sensitive information about you without your explicit consent. The information we hold will be accurate and up to date. You can check the information that we hold about you by visiting your account or emailing us. If you find any inaccuracies we will delete or correct it promptly. The personal information that we hold will be held securely in accordance with our internal security policy and

the law. We will not transfer or sell your information. We may use technology to track the patterns of behaviour of visitors to our site. If you have any questions/comments about privacy, you should email us at [info@dermasan.co.uk](mailto:info@dermasan.co.uk).

### **Use of personal information**

We use the information you provide for the following purposes:

- To send updates regarding the status of your enquiry or order
- To send newsletters and details of offers and promotions in which we believe you will be interested
- To improve the design and content of the [dermasan.co.uk](http://dermasan.co.uk) website
- To understand the buying behaviour of our registered users
- To perform other general marketing and promotional activities focused on our products and services
- To work with social media providers - such as Facebook, Instagram and Twitter – where we interact with you on social media
- We use cookies to give you the best experience on our website and also to allow us and third parties to tailor ads you see on our website. For more information, please see our full cookie policy.
- To deliver advertising across various social media and other online platforms (e.g. Google, Facebook)
- To work with professional service providers, such as marketing agencies & advertising partners to share relevant and appropriate marketing content via social media advertising

When you place an order we need to know your name, email address, delivery address, credit or debit card number and the card's expiry date. This allows us to process and fulfill your order and to notify you of the status of your request. We may also ask for your telephone number which enables us to contact you urgently if there is a problem with your order.

### **Your Consent**

By submitting information to WDP you consent to the collection and use of this information by WDP and its Service Provider (if any). If we decide to change our privacy policy, we will post those changes on this page so that you are aware of what information we collect, how we use it and under what circumstances we disclose it.

### **Your Email Address**

Your e-mail address will be used to communicate with you about your order and products purchase. Your e-mail address will be used for our marketing purposes unless you unsubscribe. It is possible to unsubscribe at any time by clicking the unsubscribe link.

### **Data Security**

We have designed our site to protect the information we collect online from unauthorised access. We safeguard your private information by implementing the appropriate physical, electronic and managerial procedure necessary to protect your privacy. To further protect your security, we also take the reasonable steps to verify your identity before granting access to your personal profile or making data changes. We are committed to protecting your privacy and have security measures in place to prevent unauthorised access to and disclosure of your personal information.

### **Improving Our Service**

WDP does not sell, trade or rent your personal information to others. To better tailor our services to our customers' needs, we use non-identifying and aggregate information to help us make decisions on how to improve Wiggle. We also share this generic information with our advertisers and other interested, reputable parties with whom we have established a formal business relationship. For example, we may tell advertisers which areas of the site have received the most customer traffic overall, or more specifically,

how many customer types have visited certain pages. However, we do not disclose the identifying information of individual customers with advertisers. We also do not use or share the personally identifiable information submitted to us by any other means without providing our customers the choice to opt-out or otherwise bar such unrelated uses.

## **Cookies**

Cookies are alphanumeric identifiers that are transferred to your computer's (or alternative web browsing device's) hard drive through your Web browser to enable our systems to recognise your browser and to provide rich shopping features such as recommend products and loyalty discounts, as well as the storage of items in your Store Cart between visits. The Help menu in most common browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. However, because cookies allow you to take advantage of some of WDP's essential features, we recommend that you leave them turned on. For instance, if you block or otherwise reject our cookies, you will not be able to add items to your Shopping Cart, proceed to Checkout, or use any Dermasan.co.uk features that require you to Sign in. If you do leave cookies turned on, be sure to sign off when you finish using a shared computer.

## **Analytic Tools**

Google Analytics is a system used by many websites to record information about visits to their website. Google set six different cookies with expiry dates ranging from 30 minutes to 2 years. These cookies are used mainly to differentiate between first time visitors to a website and repeat visitors. They also allow us to ensure our website performs as well as possible for our users. The cookies are able to collect an anonymous customer number when a user is logged into the website, allowing our backend systems to ensure accuracy of Google Analytics data and help us ensure your website experience remains relevant across devices. They do not contain any personally identifiable information. You can find out more about how Google use cookies at <http://www.google.co.uk/policies/privacy/> (English only). These cookies may be used to help us target advertising on platform providers such as Google and Facebook.

WDP may from time to time share your details with third party analytical resources for the purposes of better understanding customer behaviour and performance, website performance, improved ad relevance and any other analytical process to give WDP a better understanding of how to develop its offering to its customers. These third parties will be employed solely for the purpose of the aforementioned analytical purposes, and as such WDP will ensure that the third party is contractually obliged to use the data only for the analytical purposes set out in the agreement between WDP and the third party, and WDP will also ensure that the third party is contractually required to maintain a level of security around the shared data, at least as safe as WDP itself employs. Failure on the part of the third party to meet its contractual obligations will result in WDP recovering the data, and taking all reasonable actions to ensure the third party no longer has access to the shared data. Any third party cookies used on WDP will adhere to the same standards as first party cookies and not collect any personally identifiable information.

## **Social Media Plug-ins**

Social Media Plug-ins for Facebook and Twitter obtain data for tracking purposes. This included the ability to track an audience across device for advertising purposes in line with the Terms of each social media platform.

## **International Privacy**

The above privacy statement may not be applicable in all countries of DermaSan Pro visitors or registered community users, as security policies may vary according to the individual Internet laws in each host country.

## **Disclosures**

We will not pass your information to any third parties. You can also email us to stop receiving any information about us and our services at [info@dermasan.co.uk](mailto:info@dermasan.co.uk). If you have any queries about our Privacy Statement you should contact us by e-mail at [info@dermasan.co.uk](mailto:info@dermasan.co.uk).

# Privacy, Copyright and Disclaimer

WDP maintains a strict privacy policy in full accordance with the Data Protection Act 1998.

We expect you to maintain the confidentiality of your username and password for your WDP account if applicable.

We will never sell or pass on your name and address to any other organisation without your consent. Your details are confidential and you will never receive unsolicited mail as a result of ordering from WDP.

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## Exceptions and Acknowledgments

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