

# Trading Terms

(applicable only if the Site can be used to purchase goods or services)

## 1. Introduction

**1.1** The terms contained in this document (**Trading Terms**) apply to all transactions for the purchase of products and services (each a “**Service**” or, two or more, the “**Services**”) from the Site. By ordering any Services from our Site you are indicating your acceptance to be bound by these Trading Terms. They form a legal agreement between you and us and can only be amended with our consent. You can print a copy of these Trading Terms by selecting the print option from the “File” menu of your browser.

**1.2** In the event that the Site contains separate terms of trading linked to via the Site homepage, in the case of conflict between those terms of trading and these Trading Terms the terms of trading shall prevail over these Trading Terms.

**1.3** We reserve the right to change these Trading Terms from time to time without prior notice to you, provided that any such change will not affect any purchases you have made before the change is implemented.

## 2. Ordering

**2.1** You may place an order to purchase a Service advertised for sale on our Site by following the onscreen prompts after clicking on the item you are interested in. You will have an opportunity to check and correct any input errors in your order up until the point at which you submit your order by clicking the “Place Order” button on the checkout page.

**2.2** All orders placed by you are subject to acceptance by us. We may choose not to accept your order for any reason and will not be liable to you or to anyone else in those circumstances.

**2.3** After submitting an order to us, you will be sent an order acknowledgement email with your order reference and details of the products you have ordered. Acceptance of your order and the formation of the contract between us will take place when we send you an email confirming that the products you have ordered are being dispatched to you, unless we have notified you that we do not accept your order or you have already cancelled it in accordance with the provisions below ([see Cancellations and Returns](#)).

**2.4** If your order includes Service(s) which are not available from stock, we will contact you by email or by telephone to ask you how you wish to proceed. You will have the option to wait until the Service(s) are available from stock, or cancel your order.

## 3. Prices and payment

**3.1** The prices of Services advertised for sale on our Site are as set out on our Site. All prices are in pounds (£) sterling, exclusive of VAT, and shipping charges. Shipping charges will be added to the total amount due once you have selected a shipping service from the available option as set out in Shipping Information.

**3.2** Prices may change at any time prior to (but not after) acceptance of your order.

**3.3** We cannot accept your order until you have paid for it in full.

**3.4** In the unlikely event that the price of an item has been incorrectly advertised on our Site, we will contact you by email or telephone to ask whether you wish to proceed with the order at the correct price. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the order. Unless we have already confirmed dispatch of your order, we will not be obliged to supply Services at the incorrect price.

## **4. Delivery/ Shipping**

**4.1** Subject to availability, we will use all reasonable endeavours to deliver the Services you have ordered as soon as possible after your order is accepted by us.

**4.2** We will deliver directly to the address specified in your order.

**4.3** The precise timing of a delivery cannot be specified. Certain deliveries may require a signature to confirm receipt.

**4.4** Once delivered, the Services ordered will become your property and your responsibility and, except in relation to Services that are damaged or faulty when delivered or have been incorrectly delivered, we will not accept any liability for their loss, damage or destruction after they have been delivered.

## **5. Cancellations and returns**

**5.1** Unless one of the exceptions listed in Clause 5.4, below applies, you may cancel your order (or any part of it) without giving any reason within fourteen (14) days. The cancellation period will expire fourteen (14) days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. To exercise the right to cancel, you must notify us, giving us your full name, address and order reference (if any) or, alternatively, by returning the Services, in accordance with the provisions below (see [Clause 5.4](#)).

**5.2** To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**5.3** If you cancel this contract, we will reimburse to you all payments received from you, including the cost of delivery/ shipping (except for the supplementary costs arising if you chose a type of delivery/ shipping other than the least expensive type of standard delivery/ shipping offered by us). 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. We may withhold the reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. Alternatively, you may ask us to substitute a Service, rather than provide you with a refund, but we can only do that if the Service you wish to substitute is of equivalent value to the order you are cancelling.

**5.4** You may not cancel your order if:

- i. you have taken any audio and/or visual recordings or computer software out of the sealed packaging in which they were delivered to you;
- ii. the Services consist of perishable items, or have been sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- iii. the Services have been customised or made to your own specifications;
- iv. any Services you have started to download or stream; or
- v. any Services which become mixed inseparably with other items after their delivery,

unless such Services were damaged or faulty when delivered to you or have been incorrectly delivered.

**5.5** All such Services should be returned within fourteen (14) days of you cancelling your order and, in any event, no later than twenty-eight (28) days after the Service(s) have been delivered to you, in accordance with the following process:

- a. pack the returns parcel securely, ensuring you include the returns note that will have been included in the package in which your order was delivered, and attach the returns address label that will also have been included; and
- b. return the parcel to us, we suggest, either by courier or by recorded delivery mail or other form of certified mail. We advise that you take out enough postal insurance to cover the value of the contents.

**5.6** Our policy on cancellations and returns does not affect your statutory legal rights.

## **6. Faulty Services**

**6.1** If any Service you purchase is damaged or faulty when delivered to you we may offer a repair, exchange or refund as appropriate, in accordance with your legal rights. If you believe a Service is faulty, you should notify us to arrange for the return of the Service(s).

**6.2** Our policy on faulty Services does not affect your statutory legal rights.

## **7. Service Information**

**7.1** We have taken reasonable steps to display as accurately as possible the colours and other detailing of our Services in the images that appear on our Site. However, as the actual colours and detailing you see onscreen will depend on your monitor, we cannot

guarantee that your monitor's display of any colour or other detailing will exactly reflect the colour or detailing of the Service(s) upon delivery.

**7.2** From time to time, our stores may run special or local promotions which may not be available online, or we may offer special promotions online that are not available in our stores. Please note that, unless expressly stated on our Site, purchases made online do not qualify for points under any loyalty card scheme or discounts under any discount card scheme which we may operate in our stores.

**7.3** Any information on our Site regarding sizing of Services is included as a guide only. If you are in any doubt as to the size of any Service you require, we recommend that you contact us prior to placing an order.

## **8. Orders for delivery outside the United Kingdom**

**8.1** If you choose to access our Site from outside the United Kingdom, you are responsible for complying with local laws, if and to the extent that they are applicable. We do not represent or warrant that any Service(s) on our Site is appropriate for use or available in locations outside of the United Kingdom, or that it complies with any legal or regulatory requirements of such other locations.

**8.2** Please contact us before ordering Services for delivery outside the United Kingdom. We may refuse to accept your order should you not contact us before ordering. Subject to us agreeing to and being able to deliver the Services outside the United Kingdom, as they may be subject to import duties and taxes. You will be responsible for these. We have no control over such charges and cannot advise you as to what they may be, although your local customs office may be able to assist. For deliveries outside the United Kingdom, you will be regarded as the importer and it is your responsibility to comply with all laws and regulations of the country in which the Services are to be delivered. Cross-border deliveries may be subject to opening and inspection by customs authorities.

## **9. Security**

**9.1** We understand that you may have concerns about security on the internet. Our Site uses a secure server in our online ordering process to protect your personal information.

**9.2** When you proceed to the checkout, before you are prompted to complete your billing and shipping address, your browser will go into secure mode. Data relating to your order and your personal and payment card details will all pass to our server in an encrypted format. As soon as you have finished ordering you will exit secure mode. As an additional protection for you, our system is designed so that you cannot place an order until you are safely within secure mode.

**9.3** We recommend that you do not communicate your payment card details to anyone, including us, by email. We cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility.

**9.4** If you have any additional queries about security, please contact us.

## **10. Our liability**

**10.1** We will not be liable to you where performance of any of our obligations is prevented or restricted by any circumstance or cause beyond our reasonable control.

**10.2** You are responsible for the use you make of the Service(s) you order. To the extent not prohibited by law, we accept no liability for any loss or damage which is not reasonably foreseeable or for any business loss (which includes loss of profits, contracts, goodwill, business interruption, loss of business or opportunity and other similar losses).

**10.3** We accept liability for death or personal injury caused by our negligence and responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.

**10.4** Nothing in this section or elsewhere in our Trading Terms affects your statutory legal rights.

## **11. Personal Data**

**11.1** We will only use your personal information in accordance with our Privacy & Cookie Policy. Please take the time to read our Privacy & Cookie Policy, as it includes important terms which apply to you.

## **12. General**

**12.1** Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Trading Terms.

**12.2** If any part of these Trading Terms is found to be unenforceable as a matter of law, all other parts of these Trading Terms shall be unaffected and shall remain in force.

**12.3** You and we agree that English law applies to these Trading Terms and that any dispute between us arising out of or in connection with these Trading Terms will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there. We are required by law to inform you that purchases can be concluded in English only and that no public filing requirements apply.

**12.4** A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**12.5** Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Trading Terms, or if we delay in taking steps against you in respect of your breaking this

agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

### **13. How to contact us**

**13.1** Please feel free to contact us using the details set out on our Site.