

The Cotswold Perfumery

Online Terms and Conditions for the Supply of Goods (Business to Consumer)

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

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;

up to six months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases;

up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

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 Cotswold Perfumery Limited (a company registered in England and Wales with company no. 00869623 whose registered office is at Victoria Street, Bourton on the Water, Cheltenham, Gloucestershire GL54 2BU); and you.
- 'You' or 'your' means the person using our site to buy goods from us.

If you don't understand any of this contract and want to talk to us about it, please contact us (between 9.30 AM to 5.00 PM Monday to Friday by:

- email (sales@cotswold-perfumery.co.uk); or
- telephone (+44(0)1451-820698).

Do you need extra help?

If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

Who are we?

We are registered in England and Wales under company number 00869623.

Our registered office is at: Victoria Street, Bourton On The Water, Cheltenham, Gloucestershire GL54 2BU.

Our VAT number is: GB275-0301-85

The details of this contract will not be filed with any relevant authority by us.

1 Introduction

- 1.1 If you buy goods on our site you agree to be legally bound by this contract.
- 1.2 You may only buy goods from our site for non-business reasons.
- 1.3 This contract is only available in English. No other languages will apply to this contract.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
 - 2.1.1 read the acknowledgement email (see clause 4.2.1); or
 - 2.1.2 contact us using the contact details at the top of this page.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Your privacy and personal information are important to us. 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.

3.2 Our Privacy Policy is available at www.cotswold-perfumery.co.uk/help/privacy-and-cookies.

4 Ordering goods from us

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 You place an order on the site by creating an online account with us and submitting your order through this. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

4.2.1 When you place your order at the end of the online checkout process (e.g. when you click on *the* "Pay by PayPal or Card" button we will acknowledge it by email once your payment for the goods has been authorised.

4.2.2 We may contact you to say that we do not accept your order. This is typically for the following reasons:

- (a) the goods are unavailable;
- (b) we cannot authorise your payment;
- (c) you are not allowed to buy the goods from us;
- (d) you are under 18 years of age;
- (e) we are not allowed to sell the goods to you;
- (f) you have ordered too many goods; or
- (g) there has been a mistake on the pricing or description of the goods.

4.2.3 We will only accept your order when we email you to confirm this (Confirmation Email). At this point:

- (a) a legally binding contract will be in place between you and us; and
- (b) we will dispatch the goods to you.

4.3 If you are under the age of 18 you may not buy any goods from the site.

5 Right to cancel this contract

5.1 You have the right to cancel this contract within 14 days without giving any reason.

5.2 The cancellation period will expire 14 days after the date on which the goods are received by you. If your order consists of multiple goods, some of which are dispatched separately, your right to cancel this contract ends 14 days from the date on which you receive the last item.

5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To Cotswold Perfumery Limited, Victoria Street, Bourton On The Water, Cheltenham, Gloucestershire GL54 2BU (fax: +44(0)1451-821717, email: sales@cotswold-perfumery.co.uk)

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

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

- 5.4 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.

6 Effects of cancellation

- 6.1 If you cancel this contract, we will reimburse to you all payments received from you, including the outbound 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).
- 6.2 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 or the goods are returned to us in a damaged condition.
- 6.3 We will make the reimbursement without undue delay, and not later than:
- 6.3.1 14 days after the day we received back from you any goods supplied; or
 - 6.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
 - 6.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.4 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.
- 6.5 If you have received goods:
- 6.5.1 you shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your

cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired

6.5.2 You will have to bear the direct cost of returning the goods.

6.5.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

7 Delivery

7.1 We use Royal Mail or TNT or other carriers to deliver our goods. If you want to see your delivery options, visit the "*Payment and Delivery: your questions answered*" section of our webpage at www.cotswold-perfumery.co.uk/help/contact-us before you place your order.

7.2 The estimated time window for delivery of the goods is set out in the Confirmation email (see clause 4.2.3).

7.3 If something happens which:

7.3.1 is outside of our control; and

7.3.2 affects the estimated date of delivery;

we will let you have a revised estimated date for delivery of the goods.

7.4 Delivery of the goods will take place when we deliver them to the delivery address given by you when placing your order.

7.5 Unless you and we agree otherwise, if we cannot deliver your goods within 10 days, we will:

7.5.1 let you know;

7.5.2 cancel your order; and

7.5.3 give you a refund.

7.6 If nobody is available to take delivery, please contact us using the contact details at the top of this page.

7.7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

7.8 We can send non-flammable items (e.g. jewellery, talcum powder, soap and diffusers) overseas. However, we are unable to make deliveries of any flammable items (e.g. cologne, aftershave, flower waters and essential oils) to any addresses outside of the UK due to Post Office regulations.

7.9 We may deliver your goods in instalments. If so, this will be made clear to you before the end of the online checkout process.

8 Payment

- 8.1 You can pay for your order using online payment system, where we accept most credit or debit cards (including Mastercard, Visa Credit and Visa Debit, or PayPal). You can also pay by UK cheque or bank transfer. To do so, please contact us by telephone or email at sales@cotswold-perfumery.co.uk
- 8.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 8.3 Your credit card or debit card will be charged at the time of your order.
- 8.4 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:
- 8.4.1 Verified by Visa; or
- 8.4.2 Mastercard@SecureCode™.
- 8.5 If your payment is not received by us and you have already received the goods, you:
- 8.5.1 must pay for such goods within 14 days; or
- 8.5.2 must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- 8.6 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 8.7 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under Clauses 5 and 6.
- 8.8 The price of the goods:
- 8.8.1 is in pounds sterling (£)(GBP);
- 8.8.2 includes VAT at the applicable rate;
- 8.8.3 includes packaging;
- 8.8.4 includes, in respect of orders over £50 and sent to a UK address, the cost of delivering the goods; and
- 8.8.5 subject to clause 8.8.4, does not include the cost of delivering the goods (if you want delivery options and costs, visit the "*Payment and Delivery: your questions answered*" section of our webpage at www.cotswold-perfumery.co.uk/help/contact-us before you place your order.

9 Nature of the goods

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

9.1.1 are of satisfactory quality;

9.1.2 are fit for purpose;

9.1.3 match the description, sample or model; and

9.1.4 are installed properly (if we install any goods).

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

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

9.4 While we try to make sure that the colours of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.

9.5 Any goods sold:

9.5.1 at discount prices;

9.5.2 as remnants; or

9.5.3 as substandard;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

9.6 If we can't supply certain goods, we may need to substitute them with alternative goods of equal or better standard and value. In this case:

9.6.1 we will let you know if we intend to do this but this may not always be possible; and

9.6.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

10 Faulty goods

10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:

10.1.1 contact us using the contact details at the top of this page; or

10.1.2 visit the Citizens Advice website www.citizensadvice.uk or call 03454 04 05 06.

10.2 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.

10.3 Please contact us using the contact details at the top of this page, if you want:

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

11 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Limit on our responsibility to you

12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

12.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed; or
- (b) that were not caused by any breach on our part;

12.1.2 business losses; and

12.1.3 losses to non-consumers.

13 Severance

Each clause in these Terms operate separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining clauses will remain in full force and effect.

14 Variation

We reserve the right to vary these Terms at any time but, in respect of any goods already ordered by you, the terms which shall apply shall be those which you accepted at the time of placing your order.

15 Third party rights

This contract is between you and us. No other person has a right to enforce any of its terms.

16 Disputes

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

16.2 If you are unhappy with:

16.2.1 the goods;

16.2.2 our service to you; or

16.2.3 any other matter;

please contact us as soon as possible.

16.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

16.3.1 let you know that we cannot settle the dispute with you; and

16.4 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.

16.5 The laws of England and Wales will apply to this contract.