

Rosa Doyle Website Terms and Conditions of Supply of Goods

This page together with our [Privacy Policy](#) and [Cookies Policy](#), tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.

You should print a copy of these Terms [or save them to your computer] for future reference.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 15th of June 2015. These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the website <http://www.rosadoyle.com>. We are Rosa Doyle, a company registered in England and Wales under company number [COMPANY NUMBER] and with our registered office at: **84 Auden Place, London, NW1 8ND**. Our main trading address is **84 Auden Place, London, NW1 8ND**.

1.2 Contacting us if you are a consumer:

(a) To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you just need to let us know that you have decided to cancel. The easiest way to do this is to e-mail us at: info@rosadoyle.com or by post to: **84 Auden Place, London, NW1 8ND**.

If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

(b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by e-mailing us at info@rosadoyle.com.

(c) If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

1.3 **Contacting us if you are a business.** You may contact us by e-mailing us at info@rosadoyle.com. If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 20.3.

2. OUR PRODUCTS

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 [Although we have made every effort to be as accurate as possible, because our Products are handmade they are susceptible to minor inconsistencies.

3. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our [Privacy Policy](#)

Please take the time to read our *Privacy Policy* as it includes important terms which apply to you.

4. IF YOU ARE A CONSUMER

This clause 5 only applies if you are a consumer.

4.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

5. IF YOU ARE A BUSINESS CUSTOMER

This clause 5 only applies if you are a business.

5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

5.2 These Terms and any document expressly referred to in them **OR** our [Privacy Policy](#) constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

5.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or our [Privacy Policy](#)

5.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation, or negligent mistreatment based on any statement in this Contract.

6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

6.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in *clause 6.3*.

6.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched. The Contract between us will only be formed when we send you the Dispatch Confirmation.

6.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in *clause 12.5*, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

7. OUR RIGHT TO VARY THESE TERMS

7.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

7.2 Every time you order Products from us, the Terms in force at the time of your order will

apply to the Contract between you and us.

7.3 We may revise these Terms as they apply to your order from time to time to reflect the changes in relevant laws and regulatory requirements.

7.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

8. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 8 only applies if you are a consumer.

8.1 If you are a consumer, you have a legal right to cancel a Contract [under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 5 2013] during the period set out below in *clause* 8.2. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

8.2 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract is **14 days** after the day on which you receive the Product.

8.3 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to e-mail us at info@rosadoyle.com or by post to 84 Auden Place London NW1, 8ND. Please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

8.4 If you cancel your Contract we will:

(a) Refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) Refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within [3-5] days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) Make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(i) If you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see *clause* 8.8;

(ii) If you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

9.6 If you have returned the Products to us under this *clause 8* because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

8.7 We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Product we may refund you in vouchers.

8.8 If a Product has been delivered to you before you decide to cancel your Contract:

(a) Then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send it back

(b) Unless the Product is faulty or not as described (in this case, see *clause 8.6*), you will be responsible for the cost of returning the Products to us. If the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery

8.9 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. DELIVERY

9.1 We will contact you with an estimated delivery date, which will be within 2 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See *clause 18* for our responsibilities when this happens.

9.2 If no one is available at your address to take delivery, a note will be left that the Products have been sent to the royal mail delivery office with instructions on how you may collect them.

9.3 You own the Products once we have received payment in full, including all applicable delivery charges.

This clause 9.5 only applies if you are a consumer.

9.4 If we miss the 2 day delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:

- (a) We have refused to deliver the Products;
- (b) Delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) You told us before we accepted your order that delivery within the delivery deadline was essential.

9.5 If you do not wish to cancel your order straight away, or do not have the right to do so under *clause 9.4*, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

9.6 If you do choose to cancel your Order for late delivery under *clause 9.5* or *clause 9.6* you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you

cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

10. NO INTERNATIONAL DELIVERY

10.1 Unfortunately, we do not delivery to addresses outside the UK.

10.2 You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.

11. PRICE OF PRODUCTS AND DELIVERY CHARGES

11.1 The prices of the Products will be as quoted on our site at the time you submit your order. We use our best efforts to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see *clause 11.5* for what happens if we discover an error in the price of Product(s) you ordered.

11.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

11.3 The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

11.4 Our site contains a large number of Products. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

(a) where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and

(b) if the Product's correct price is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

12. HOW TO PAY

12.1 You can only pay for Products using a debit card or credit card via PayPal. You don't need to have a PayPal account to use this payment method.

12.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

13. OUR LIABILITY IF YOU ARE A BUSINESS

This clause 17 only applies if you are a business customer.

13.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any resale purposes.

13.2 Nothing in these Terms limits or excludes our liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(d) defective products under the Consumer Protection Act 1987.

13.3 Subject to *clause 17.2*, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

13.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

14. OUR LIABILITY IF YOU ARE A CONSUMER

This clause 18 only applies if you are a consumer.

14.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. But we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

14.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in *clause 15.2*.

15.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks [or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15.4 You may cancel a Contract affected by an Event Outside Our Control [which has continued for more than [30] days]. To cancel, please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

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16. COMMUNICATIONS BETWEEN US

16.1 When we refer, in these Terms, to "in writing", this will include e-mail.

16.2 **If you are a consumer** you may contact us as described in *clause 1.2*.

16.3 **If you are a business:**

(a) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] Business Day after posting or if sent by e-mail, one Business Day after transmission.

(c) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

(d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. [We will always notify you [in writing or] by posting on this webpage if this happens.]

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. [However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our warranty in *clause 12* to the recipient of the gift without needing to ask our consent].

17.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms [whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise]. [However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at *clause 16*, but we and you will not need their consent to cancel or make any changes to these Terms.]

17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

21.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.6 **If you are a consumer**, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both

agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

17.7 **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of

England and Wales

17.8 **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).