

Online consumer goods terms and conditions

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions upon which we supply goods to you for orders placed on our website.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are StemGem Vases Limited, a company registered in England and Wales. Our company registration number is 11044236 and our registered office is at Unit 4 Lincoln Road Industrial Estate, Quarry Lane, Leadenham, Lincoln, Lincolnshire, LN5 0PE. Our registered VAT number is 294580370.

2.2 How to contact us. You can contact us by telephoning 07930921004 or by emailing us at info@stemgemvases.co.uk or writing to us at Unit 4 Lincoln Road Industrial Estate, Quarry Lane, Leadenham, Lincoln, Lincolnshire, LN5 0PE

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 Placing an order. To order any products, you need to register on our website. Always ensure that you have selected the right items and their quantity to add them to your shopping basket. All product orders must be verified by you before purchasing.

3.2 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. We will not accept your order until a point after you have paid when ordering any products.

3.3 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock or discontinued, because there has been a problem with authorisation of your method of payment, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.4 Your order number. We will assign an order number to your order and tell you what it is on your confirmation email when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5. PROVIDING THE PRODUCTS

5.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

5.2 When we will provide the products. We will deliver any goods to you as soon as reasonably possible in line with your chosen delivery option, and in any event within 10 days after the day on which we accept your order. Please be aware that, in some circumstances, deliveries can take longer than estimated due to third party delays.

5.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you once we become aware of the delay to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

5.4 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to your delivery address or you collect it from us.

5.5 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements.

6. OUR RIGHTS TO END THE CONTRACT

6.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, size, colour, texture or measurements;

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

(c) you make any statement or representation about us, our members of staff and/or our products or services, which we consider to be derogatory or damaging to our reputation.

6.2 You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 6.1, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

7. IF THERE IS A PROBLEM WITH THE PRODUCT

7.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 079309211004 or email us at info@stemgemvases.co.uk or write to us at Unit 4 Lincoln Road Industrial Estate, Quarry Lane, Leadenham, Lincoln, Lincolnshire, LN5 0PE

8. PRICE AND PAYMENT

8.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see Clause 8.3 for what happens if we discover an error in the price of the product you order.

8.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

8.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

8.4 When you must pay and how you must pay. We accept payment with PayPal and most major credit or debit cards, and you must complete the relevant details on

the “Payment Options” page. You must pay for the products before we dispatch them to allow us to complete the order. We will not charge your credit or debit card until we dispatch the products to you and by doing so you agree for us storing your personal details.

8.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of [4]% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

8.7 Paying by credit or debit card. By using a credit or debit card to pay for your order, you as the card holder confirm that the card being used is yours. All fields indicated on the Payment Options page are compulsory and must be completed in full. Please note that we will only use your information in accordance with our privacy policy. All credit and debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit or debit card payment in accordance with your order.

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

9.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

9.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and

(c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

10.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

11. OTHER IMPORTANT TERMS

11.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

11.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We are not obligated to agree.

11.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

11.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the sentences of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sentences will remain in full force and effect.

11.5 This contract makes up our entire agreement. These terms and conditions set out the entirety of the agreement between you and us, unless varied in writing and save where terms are implied by statute. By accepting these terms and conditions you acknowledge that you have not contracted with us due to any representation made prior to this contract. In the event that these terms and conditions conflict with any other terms you seek to rely upon, these terms will prevail and no other terms and conditions will be accepted, even if provided to us after you have received this contract and before any products or services are delivered.

11.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, 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 products, we can still require you to make the payment at a later date.

11.7 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring

legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

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