

## **DEROISTE NATURAL BEAUTY UK TERMS AND CONDITIONS**

### **1. THESE TERMS**

**1.1 What these term cover.** These are the terms and conditions on which we supply products to you in the UK,

**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.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

**2.1 Who we are.** We are DeRoiste Natural Beauty Limited a company registered in England and Wales. Our company registration number is 12791861 and our registered office is at 85 Great Portland Street, First Floor, London, England W1W 7LT

**2.2 How to contact us.** You can contact us by telephoning us on 0203 745 0676 or by writing to us at our registered office address or e mail: [hello@deroistenaturalbeauty.com](mailto:hello@deroistenaturalbeauty.com)

**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 How we will accept your order.** Our display of products on our website amounts to an invitation to treat and not an offer

**3.2 You will make an offer to us when you place your order for our product.** Our acceptance of your order will take place at the point at which the product is despatched by us to you at the delivery address you provided

**3.3 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product or if your card has already been debited your payment will be refunded. This might be because the product is out of stock, because of limits on our resources or because the product you have requested are not available or 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 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.

**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.** You will be responsible for the costs of delivery and these costs will be added to your purchase costs at checkout

**5.2 When we will provide the products.** We will provide the products to you as soon as reasonably possible.

**5.3 We are not responsible for delays outside our control.** If our supply of the product is delayed by an event outside our control then we will contact you as soon as possible 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 product you have paid for but not received.

**5.4 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the product cannot be posted through your letterbox, then either we or the organisation tasked with delivery will contact you to re-arrange delivery

**5.5 If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and *Clause 10.2* will apply.

**5.6 When you become responsible for the product.** The product will be your responsibility from the time we deliver them to the address you gave us

**5.7 When you own product.** You own the product once we have received payment in full and the product have been despatched to you

**5.8 You will be responsible** for ensuring that somebody is available to accept the delivery

## **6. YOUR RIGHTS TO END THE CONTRACT**

**6.1 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have a legal right to change your mind within 14 days and receive a refund. These rights are under the Consumer Contracts Regulations 2013

**6.2 If you exercise your right to change your mind** then please contact us at [hello@deroistenaturalbeauty.com](mailto:hello@deroistenaturalbeauty.com) to let us know. You should confirm your name address and order number. You should also return the product to us unopened and undamaged at your own cost.

**6.3** If you are exercising your right to change your mind you must send off the product within 14 days of telling us you wish to end the contract. Upon receipt of the product we will arrange for the refund of the cost of the product.

## **7. OUR RIGHTS TO END THE CONTRACT**

**7.1 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 five 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 product
- (c) you do not, within a reasonable time, allow us to deliver the products to you

## **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 take all reasonable care to ensure that the price of the product advised to you is correct. However please see *Clause 12.2* for what happens if we discover an error in the price of the product you order.

**8.2 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 unmistakeable 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 product provided to you.

**8.3 When you must pay and how you must pay.** We accept payment with most major debit and credit cards, you must pay for the product before we dispatch them.

**8.4 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 plc 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.

**8.5 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.

## **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.**

**9.5 We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**9.6 Your statutory rights are unaffected**

## **10. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**10.1 How we may use your personal information.** We will only use your personal information as set out in our [LINK TO PRIVACY POLICY BELOW].



Privacy Policy-DeRoiste Natural Beauty.pdf

## **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.

**11.2 Nobody else has any rights under this contract** This contract is between you and us. No other person shall have any rights to enforce any of its terms

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

**11.4 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.