

## AB-Presents Terms and Conditions of Sale

These Terms and Conditions of Sale (“**Terms**”) set out how we sell Products to you on and via our Website.

**We draw your attention to the cancellation rights in clause 6 and the limits on our liability in clause 12.**

In these Terms

- ‘**We**’, ‘**us**’ or ‘**our**’ means Aspects Beauty Company Limited, company number 02882953, registered office address Railview Lofts, 19c Commercial, Road, Eastbourne, East Sussex, BN21 3XE, trading as AB-Presents;
- ‘**You**’ or ‘**your**’ means the person using our Website to buy Products from us;
- ‘**Product**’ or ‘**Products**’ means the goods and products that we sell;
- ‘**Website**’ means the website with the URL: <https://ab-presents.co.uk/> , (or such other URL as we may specify from time to time) that is operated by us or on our behalf.

If you don’t understand any of these Terms and want to talk to us about them, please contact our Customer Services Department by:

Email            [queries@ab-presents.co.uk](mailto:queries@ab-presents.co.uk); or

Telephone        01273 408804.

Our Customer Services Department will endeavour to respond to you as soon as possible between the hours of 8:30am-5:30pm( Monday to Thursday) and 8:30am-2:30pm (Friday), excluding bank holidays.

### 1 Introduction and Contract Restrictions

1.1 If you buy Products on our Website you agree to be legally bound by these Terms and our Privacy Notice available at <https://ab-presents.co.uk/privacy>. Each order you place is subject to these Terms and any additional terms that apply to any quote we may give or any promotional or special offers (together, the **Contract**).

1.2 We provide free delivery to mainland England, Scotland and Wales for orders over £30. Unfortunately, we are not able to guarantee free delivery to Northern Ireland or the Republic of Ireland. You can check our Website to find out whether delivery charges will apply to your order.

2 Our Products sold under these Terms are only intended for use by consumers (that means people who want to buy our Products for their personal use and not for any business purposes). We reserve the right to reject or cancel your order if we reasonably think that you are buying our Products for business purposes but we will attempt to contact you (using the contact details you have provided) to discuss this before cancelling your order.

### 3 Information we give you

3.1 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:

3.1.1 read the acknowledgement email we send you after you place an order together with these Terms; or

3.1.2 contact us using the contact details at the top of this page.

3.2 The key information we give to you by law forms part of our Contract (as though it is set out in full here).

#### **4 Your privacy and personal information**

4.1 Our **Privacy Notice** is available at <https://ab-presents.co.uk/privacy>.

4.2 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 Notice, 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.

#### **5 Ordering Products from us**

5.1 Please read and check the details of your order carefully before submitting it and entering your payment details.

5.2 We have the right to cancel your order for the following reasons:

5.2.1 the Product is unavailable;

5.2.2 we cannot authorise your payment;

5.2.3 there has been a mistake on the pricing or description of the Product; or

5.2.4 we believe you have purchased for the purposes of resale.

5.3 If you are under the age of 18 you may not buy any Products from the Website.

#### **6 Right to cancel**

6.1 Where the Product(s) remain sealed in the original packaging and unopened (which includes that any cellophane wrapper has not been opened), you have the right to cancel the Contract within 14 days without giving any reason. If the Product(s) are opened, you will not be able to cancel the Contract for health protection and hygiene reasons. This will not affect your statutory rights if there is a problem with the Product.

6.2 The cancellation period will expire after 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 Products.

6.3 To exercise the right to cancel, you must inform us of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or email) using the contact details at the top of these Terms.. We will then send you details of how to return the Products to us and a pre-printed label to use.

6.4 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.

## **7 Effects of cancellation**

- 7.1 If you cancel the Contract as permitted under clause 6, we will reimburse to you all payments received from you, including the 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).
- 7.2 We may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you.
- 7.3 We will make the reimbursement without undue delay, and not later than:
- 7.3.1 14 days after the day we received back from you any Products supplied; or
- 7.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the Products; or
- 7.3.3 if there were no Products supplied, 14 days after the day on which we are informed about your decision to cancel this Contract.
- 7.4 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.
- 7.5 We may withhold reimbursement until we have received the Products back or you have supplied evidence of having sent back the Products, whichever is the earliest.
- 7.6 If you have received Products:
- 7.6.1 you shall send back the Products to our agent, BDM Logistics and Management Limited, Armada Point, 16 Armada Way, Beckton, London E6 7AB without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from the Contract to us. The deadline is met if you send back the Products before the period of 14 days has expired;
- 7.6.2 you will have to bear the direct cost of returning the Products unless the Products were ordered on our offer of free return; and
- 7.6.3 you are only liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **8 Delivery**

- 8.1 We use third party providers to deliver our Products, as explained further in our Privacy Notice. Information on your delivery options is available on our Website.
- 8.2 The estimated date for delivery of the goods is set out in the confirmation email and we will use reasonable endeavours to deliver it within the period set out (normally within 3 to 5 business days). However, time for delivery is not of the essence of the Contract.
- 8.3 Delivery of the goods will take place when we deliver them to the address that you gave to us when you made your order.

- 8.4 Unless you and we agree otherwise, if we cannot deliver your Product(s) within 30 days, we will:
- 8.4.1 notify you;
  - 8.4.2 cancel your order; and
  - 8.4.3 give you a refund.
- 8.5 You are responsible for the Product(s) when delivery has taken place. In other words, the risk in the Products passes to you when you take possession of the Products.

## **9 Payment**

- 9.1 The total cost of your order is the price of the Products and applicable delivery charges. The price of the Products is in pounds sterling (£)(GBP) and includes VAT at the applicable rate.
- 9.2 We must receive payment in advance before your order and/or purchase can be processed.
- 9.3 Payment can be made using most major methods such as Visa, Mastercard, Amex, PayPal, Maestro, Apply Pay or Google Pay with payments processed through our Shopify account, as set out on our Website. We do not accept cash.
- 9.4 If you use a credit or debit card to pay for your order, you must use your credit or debit card or a credit or debit card that you are otherwise authorised to use. All credit/debit card holders are subject to validation checks by third parties and authorisation by the card issuer. If the issuer of the card refuses to authorise payment or any other validation checks return adverse results, 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.
- 9.5 We will do all that we reasonably can to ensure that all of the information you give us when paying for the Products 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 (see clause 4) 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.
- 9.6 Nothing in this clause affects your legal rights to cancel the Contract during the 'cooling off' period under clauses 6 and 7.

## **10 Nature of the Products**

- 10.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:
- 10.1.1 are of satisfactory quality;
  - 10.1.2 are fit for purpose; and
  - 10.1.3 match the description, sample or model.
- 10.2 We must provide you with Products that comply with your legal rights.
- 10.3 The packaging of the Products may be different from that shown on the Website.

10.4 While we try to make sure that:

10.4.1 all weights, sizes and measurements set out on the site are as accurate as possible, there may be slight variations; and

10.4.2 the colours of our goods are displayed accurately on the Website, the actual colours that you see on your computer may vary depending on the monitor that you use.

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

10.5.1 we will notify you if we intend to do this but this may not always be possible; and

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

## **11 End of the Contract**

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

## **12 Limit on our liability to you**

12.1 Except for any legal liability 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 liable for any:

12.1.1 loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into the Contract);

12.1.2 loss which arises when we are not at fault or in breach of the Contract; and

12.1.3 business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses).

12.2 Our Website, catalogues and other media may contain information and materials created and submitted by third parties, and, subject to clause 12.1, we exclude liability for all losses arising from any error, omission or inaccuracy in any such information and material.

12.3 Nothing in these Terms is intended to limit your rights as a consumer.

## **13 Disputes**

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

13.2 If you are unhappy with a Product or any other matter, please contact our Customer Services Department as soon as possible. You can find our contact details at the beginning of these Terms and Conditions.

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

13.3.1 notify you that we cannot settle the dispute with you; and

- 13.3.2 give you certain information required by law about an alternative dispute resolution provider. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us.
- 13.4 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. The laws of England and Wales will apply to the Contract.
- 13.5 Regardless of clause 13.4, if you are a consumer resident in the Republic of Ireland, Irish law applies to the Contract and any dispute between you and us arising out of or in connection with the Contract (including non-contractual disputes or claims) will be dealt with by the Irish courts.

#### **14 Other important terms**

- 14.1 No one other than a party to this Contract has any right to enforce any term of the Contract.
- 14.2 If we fail to insist that you perform any of your obligations under the Contract, 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.
- 14.3 If any provision of the Contract (including any provision in which we exclude or limit our liability to you) is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of our agreement and the remainder of the provision in question shall not be affected.
- 14.4 We may update, vary and amend these Terms from time to time without prior notice. Each time you order or otherwise purchase a Product from us, the Terms in force at that time will apply (as set out on our Website). Please check our Website to ensure that you understand which Terms apply. These Terms were last updated on 14 April 2020.