

BACKGROUND:

These Terms and Conditions set out the terms under which Goods are sold by Us through theriderswardrobe.co.uk ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them before ordering Goods from Our Site. You will be required to accept these Terms and Conditions when ordering Goods. These Terms and Conditions, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase and sale of Goods, as explained in Clause 4;
"Dispatch Confirmation"	means our acceptance and confirmation of your Order;
"Goods"	means the goods sold by Us;
"Order"	means your order for Goods;
"We/Us/Our"	means The Riders' Wardrobe

2. Information About Us

2.1 Our Site, theriderswardrobe.co.uk, is owned and operated by Lorraine Wood t/a The Riders' Wardrobe whose main trading address is Pheasant Lodge, 1a South Bush Lane, Rainham, Gillingham, Kent, ME8 8PS. Our telephone number is 01634 378380. Our email address is info@theriderswardrobe.co.uk. Our VAT number is 225 6969 74.

3. Goods, Pricing and Availability

3.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:

3.1.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays and lighting conditions;

3.1.2 Images and descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary.

3.2 Please note that sub-Clause 3.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 7 if you receive incorrect Goods (i.e. Goods that are not as described).

3.3 We neither represent nor warrant that Goods will be available, however if an item is out of stock, we will always email you for confirmation that you would like to wait for the item or to cancel your order.

3.4 We make all reasonable efforts to ensure that all prices shown on Our Site are correct. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary.

3.5 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect information that means your Order value would increase, please note the following:

3.5.1 We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask how you wish to proceed. We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with your Order until you respond. If We do not receive a response from you within 2 working days, We will treat your Order as cancelled and notify you in writing.

3.6 All prices include VAT where applicable. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

3.7 Delivery charges are not included in the price of Goods on Our Site. For more information on delivery charges, please refer to Delivery Information. Delivery options and related charges will be presented to you as part of the order process.

4. Orders – How Contracts Are Formed

4.1 Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review and amend your Order.

4.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you a Dispatch Confirmation by email. Only once We have sent you a Dispatch Confirmation will there be a legally binding Contract between Us and you.

4.3 Dispatch Confirmations shall contain the following information:

4.3.1 Confirmation of the Goods ordered including full details of the main characteristics;

4.3.2 Fully itemised pricing of the Goods ordered including, where appropriate, taxes, delivery and other additional charges; and

Estimated delivery date(s);

4.4 We will also include a paper copy of the Dispatch Confirmation with your Goods.

- 4.5 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible.

5. Payment

- 5.1 Payment for Goods and related delivery charges must be made in advance and you will be prompted to pay during the order process. We accept the following methods of payment on Our Site:
- 5.1.1 Visa; Mastercard; Maestro; and JCB.

6. Delivery, Risk and Ownership

- 6.1 At this present time we are only able to deliver to mainland United Kingdom by independent carrier.
- 6.2 All Goods purchased through Our Site will normally be delivered within 30 calendar days of the date of Our Dispatch Confirmation unless otherwise agreed (subject to delays caused by events outside of Our control, for which see Clause 11). Claims for non-delivery must be made by email within 2 working days after this period.
- 6.3 Delivery shall be deemed complete once We have delivered the Goods to the address provided in your Order.
- 6.4 The risk in the Goods shall remain with Us until they have been delivered to the address provided in your Order.
- 6.5 Ownership of the Goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
- 6.6 You agree that proof of delivery is sufficient evidence that goods, as described in the dispatch confirmation, have been delivered.

7. Faulty, Damaged or Incorrect Goods

- 7.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as possible to enable Us to arrange a refund, repair or replacement.
- 7.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a replacement. We will bear any associated costs and will provide a replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a replacement is impossible or otherwise disproportionate, We may instead offer you a full refund. If you request a replacement during the 30 Calendar Day rejection period, that period will be suspended while We carry out the replacement and will resume on the day that you receive the replacement Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days. If, after a replacement, the Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund. If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.
- 7.3 Please note that you will not be eligible to claim under this Clause 7 if We informed you of the fault(s), damage or other problems with the Goods before your purchase (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 7 merely because you have changed your mind. Please refer to Clause 8 for more details if you have changed your mind.
- 7.4 To return Goods to Us for any reason under this Clause 7, please contact Us to arrange for a return. We will be fully responsible for the costs of returning Goods under this Clause 7 and will reimburse you where appropriate.
- 7.5 Refunds (whether full or partial, including reductions in price) under this Clause 7 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.
- 7.6 Any and all refunds issued under this Clause 7 will include all delivery costs paid by you when the Goods were originally purchased.

8. Cancelling and Returning Goods if You Change Your Mind

- 8.1 If you are a consumer in the European Union, you have a legal right to a "cooling off" period within which you can cancel the Contract for any reason. This period begins once We have sent you your Dispatch Confirmation, i.e. when the Contract between you and Us is formed.
- 8.1.1 The cooling off period ends 14 calendar days after the day on which you receive the Goods.
- 8.2 If you wish to exercise your right to cancel under this Clause 8, you must inform Us of your decision within the cooling off period. You may do so in any way you wish, however for your convenience We offer a Model Cancellation Form listed under Customer Service on Our Website. Cancellation by email or by post is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:
- 8.2.1 Telephone: 01634 378380
- 8.2.2 Email: info@theriderswardrobe.co.uk
- 8.2.3 Post: The Riders' Wardrobe, Pheasant Lodge, 1a South Bush Lane, Rainham, Gillingham, Kent, ME8 8PS.
- 8.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 8.4 Please ensure that you return Goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel under this Clause 8.

- 8.5 Goods should be returned to the following address: The Riders' Wardrobe, Pheasant Lodge, 1a South Bush Lane, Rainham, Gillingham, Kent, ME8 8PS. Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause 8.
- 8.6 Refunds under this Clause 8 will be issued to you within 14 calendar days of the following:
- 8.6.1 The day on which We receive the Goods back; or
- 8.6.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back; or
- 8.6.3 If We have not yet provided a Dispatch Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.
- 8.7 Refunds under this Clause 8 may be subject to deductions in the following circumstances:
- 8.8 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them. For the purposes of this Clause 8, "excessive handling" means any more handling than is reasonably required to ascertain the nature, characteristics and size of the Goods in question (e.g. no more than would be permitted in a shop). Please note that if We issue a refund before We have received the Goods and have not had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have been handled in a way that would otherwise entitle Us to reduce your refund.
- 8.9 Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that We cannot reimburse for premium delivery if this was chosen by you. We will only reimburse the equivalent standard delivery costs when issuing refunds under this Clause 8.
- 8.10 Refunds under this Clause 8 will be made using the same payment method that you used when ordering the Goods unless you specifically request that We make a refund using a different method and we agree.

9. **Guarantee[s]**

- 9.1 Any guarantees that are available from the manufacturers of the Goods will be passed on to you from the date of delivery of the Goods.
- 9.2 Any guarantee does not apply to any defects in the Goods caused by:
- 9.2.1 Normal wear and tear;
- 9.2.2 Deliberate damage and/or misuse of the Goods;
- 9.2.3 Accidental damage;
- 9.2.4 Failure to use the Goods in accordance with their instructions (where applicable); or
- 9.2.5 The alteration or repair of the Goods by you or any third party that is not authorised by Us.
- 9.3 Our guarantee exists in addition to your legal rights as a consumer (that the Goods match their description, that they are of satisfactory quality and that they are fit for purpose). For Goods that do not match their description, are not of satisfactory quality, or are not fit for purpose, please refer to Clause 7. More information on your rights as a consumer can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.

10. **Our Liability to Consumers**

- 10.1 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 10.2 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 10.3 Our intention is to supply Goods for domestic and private use by consumers only. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind, including resale. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

11. **Events Outside of Our Control (Force Majeure)**

- 11.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 11.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 11.2.1 We will inform you as soon as is reasonably possible;
- 11.2.2 Our obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 11.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 11.2.4 If an event outside of Our control occurs and continues for more than 30 calendar days and you wish to cancel the Contract as a result, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible.

12. **Complaints and Feedback**

- 12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for

complaint.

12.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

12.2.1 In writing, addressed to The Riders' Wardrobe, Pheasant Lodge, 1a South Bush Lane, Rainham, Gillingham, Kent, ME8 8PS;

12.2.2 By email, to info@theriderswardrobe.co.uk;

12.2.3 By contacting Us by telephone on 01634 378380.

13. Other Important Terms

13.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

13.2 You may transfer (assign) the benefit of the guarantee in Clause 9 to any person who buys the Goods from you after you have completed purchasing the Goods from Us.

13.3 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

13.4 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions. This is subject to sub-Clause 13.2 and any purchaser to whom the guarantee has been transferred under that sub-Clause will be entitled to enforce the guarantee.

13.5 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

13.6 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

13.7 We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and we will arrange for a full refund (including delivery charges).

14. Law and Jurisdiction

14.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

14.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

14.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.