

Terms and Conditions

The contractual terms between Ellen Dolan T/A Lavender Rose Bridal Wear (hereinafter referred to as the Seller) and those purchasing goods from the Seller are contained exclusively within these Conditions of sale. These Conditions and the Contract shall be subject to and construed in accordance with the Law of England.

1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means Ellen Dolan T/A Lavender Rose Bridal Wear, 14 Andrewartha Road, Penryn, tr10 8QW
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in FAQ section.

4 PRICE AND PAYMENT

- 4.1 The Price of the Goods shall be that stipulated on the Seller's website. The Price is inclusive of VAT. The Price excludes delivery charges and are subject to change without prior notice.
- 4.2 The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.
- 4.3 After the order is received the Seller shall confirm by email the details, description and price for the Goods.
- 4.4 Payment of the Price including delivery charges must be made in full before dispatch of the Goods.

5 RIGHTS OF SELLER

- 5.1 The Seller reserves the right to adjust the price and specification of any item on the Website at its discretion.
- 5.2 The Seller reserves the right to withdraw any goods from the Website at any time.
- 5.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

6 AGE OF CONSENT

6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.

6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

7 WARRANTY

The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

8 DELIVERY

8.1 Goods supplied within the UK will normally be delivered within 20 weeks of receipt of order.

8.2 Goods supplied outside the UK will normally be delivered within 20 weeks of receipt of order.

8.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a refund.

8.4 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

8.5 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

8.6 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

9 CANCELLATION AND RETURN

9.1 Internet Transactions

9.1.1 The Buyer shall inspect the Goods upon receipt and shall notify the Seller by e-mail within 7 days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

9.1.2 Where a claim of defect or damage is made, the Buyer shall be entitled to a full refund if the Goods are in fact defective.

9.1.3 If you are a consumer you have the right, in addition to your other rights, to cancel the Contract and receive a refund by informing the Seller e-mail within 7 days of receipt of the Goods.

9.1.4 In the event of cancellation, the Buyer shall be responsible for returning the Goods to the Seller, unless otherwise stated. The Buyer will be under a duty to take care of the Goods until they have been returned. The Buyer will receive a refund for the Goods (minus delivery charges, if applicable) within 30 days of cancellation.

9.1.5 Goods to be returned must clearly show the return authorisation number obtained from the Seller on the package. All merchandise must be postmarked within 7 days from requesting a Return Authorisation Number. The Lavender Rose will not refund any returns that are postmarked past the seven days and will return your products to you.

9.6 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

9.2 Bridal Studio Transactions

9.2.1 A 50% deposit is required for all dress orders. Should you then wish to cancel this order, you must notify us within three days from placing the order and your deposit will be returned to you. Your deposit is non-refundable should you notify us after this period. Once your order has been approved and

collected from our bridal studio, the option to return for a partial refund is revoked.

9.2.2 Any discrepancies or faults on dress orders delivered and not collected in person, must be reported within one day and returned to us within three days from receipt of goods. After this time period, the option to return for a partial refund is revoked.

9.2.3 Any purchases may be returned for an exchange if we are notified within 7 days from receipt of goods.

9.4 Any dresses made to exact measurements cannot be returned to Lavender Rose Bridal Wear for an exchange or refund.

10 LIMITATION OF LIABILITY

10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

11 WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

12 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

14 CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

15 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.