### TERMS & CONDITIONS FOR BUYING GOODS ONLINE

Welcome to the Forget Me Knots online service. Please read these Terms & Conditions for Buying Goods Online before placing an order. By placing an order using this service you are accepting these Terms & Conditions for Buying Goods Online. These Terms & Conditions for Buying Goods Online only apply to goods purchased online using this Website.

#### DEFINITIONS & GENERAL CONSIDERATIONS

"We" and "us" means Forget Me Knots.

"Website" means the website at www.forgetmeknotsilver.co.uk

"You" means the person using the Website to purchase any of our goods online.

"Working days" means all days other than Saturdays, Sundays and English statutory and public holidays.

By using the Website to buy goods online, you confirm that you are at least 18 years old, or, if you are under 18, that you are placing an order on this Website with the consent of your parent or guardian. We do not sell goods to children online, but we do sell children's goods for purchase by people over 18.

Please note that only residents of the United Kingdom may use the Website to purchase Goods.

#### PROCESS FOR ONLINE ORDERS AND CANCELLATIONS

##### **ORDERING PROCESS AND CONTRACT FORMATION**

By completing and submitting an electronic order, you are making an offer to purchase goods which, if accepted by us, will result in a binding contract.

Certain steps must be followed for a binding contract to be formed between us, which are described below. After you have placed your order:

1. we will send you, as soon as possible, an email to acknowledge your order. It will confirm which goods you have ordered. This email is not an order acceptance from us and at this stage no contract is formed between us;
2. when we despatch your goods from the warehouse, we will send you a confirmation email ("Despatch Email"). This email constitutes a formal acceptance of your order by us. This also means that a binding contract between us is formed and you and we are obliged to fulfil our obligations under that binding contract.

Please note orders will only be despatched once we have authorisation from your payment card issuer. We will aim to inform you as soon as possible if there is an issue with the payment authorisation process or with any validation checks for your order. We will not accept your order if payment is not authorised. Where there are issues with the authorisation process or validation checks, your delivery may be delayed as a result.

We do not have to accept your order, and in particular, we will not accept your order if:

* we do not have the goods in stock/the goods in stock appear to be damaged;
* your payment is not authorised;
* there is an error on our Website regarding the price or other details of the goods;

We will be in contact with you as soon as practicable (by email or by phone) in each of the above circumstances to discuss your options. We reserve the right to refuse any order.

### DELIVERY INFORMATION

**DELIVERY SCHEDULE**
If a product is in stock it will be despatched within 3 working days. We endeavour to keep the information on our website up to date. However, if we are out of stock of your item we will email you with an estimated delivery date when you have the option to confirm or cancel your order.

We will make every effort to deliver your goods in accordance with the timescales indicated above. We will not be liable for delays in delivering your goods where such delay is due to reasons outside of our control.

**DELIVERY OF GOODS**
Free Standard delivery applies only to orders of £25 or more (including VAT at the UK rate)

* To qualify for FREE delivery, the total amount of the goods purchased after any discount voucher is applied, must be £25 (Standard).
* Goods ordered must come to the applicable total before any packing charges are added.
* All items are dispatched using Royal Mail signed for service.
* We reserve the right to change or discontinue free delivery at any time.
* We can deliver to anywhere in the UK (including Northern Ireland).

If you require any other method of posting please contact our Customer Services department on 07804 517951 or info@forgetmeknotsilver.co.uk

##### **CANCELLED PRODUCTS AND ORDERS**

Please be advised that we will only debit your payment card account when your order has been dispatched. If you have placed an order online and you receive a call or an email stating that a product(s) are out of stock or any other reason which would result in the order being cancelled no payment will be taken.

#### RETURNING GOODS AFTER DESPATCH

##### **COOLING OFF PERIOD**

Under the Consumer Protection (Distance Selling) Regulations 2000 you have a right to cancel your order in writing up to 14 days from the date of receipt of your goods. You must immediately return the goods at your own cost and claim a refund of the goods within the statutory period. Goods must be returned in their original condition with their original packaging and receipt.

##### **RETURNING GOODS**

##### We want you to be delighted with the products we provide, but if for any reason you are not completely satisfied with any product you order from us, simply return it to us within 14 days of receipt. We will be happy to refund, exchange or issue a voucher to spend with us on a future occasion, provided the product has not been worn and is returned in its original condition with its original packaging and receipt. Please note:

##### The item is your responsibility until it reaches us. For your own protection, we recommend that you obtain a free proof of postage from the Post Office and send the parcel using a delivery service that insures you for the value of the goods.

* The cost of returning the item to us is your responsibility.

Please return the goods together with the original receipt to:-
Forget Me Knots: 40 Moss Drive, Marchwood, Southampton, Hampshire, SO40 4YD

### FAULTY GOODSIf, after purchase, any product fails to give reasonable wear due to either defective workmanship or materials, please contact Customer Services quoting your order number, name and address, details of the product and reason for the return.

### We should be able to replace, repair, or refund all or part of the purchase price. This does not affect your statutory rights

### PRODUCT AVAILABILITY

Our Website only shows goods available for purchase in the UK (including Northern Ireland). We are unfortunately unable to despatch goods to addresses outside the UK or in the Channel Islands.

If the goods you have ordered are unavailable, you will receive an email notification or call from us to confirm this.

### PRICING AND PAYMENT

Prices throughout the Website are quoted in Pounds Sterling and [payment](https://www.ernestjones.co.uk/webstore/static/customerservice/customer_paymentoptions.do) can only be accepted in Pounds Sterling. Prices include VAT.

Packing and delivery costs will be added to the total price of your goods (and will be clearly indicated on your order check out page). Prices quoted on the Website are applicable exclusively to goods purchased through this Website.

While we make every effort to ensure that the goods shown on our Website are currently available at the price shown on the Website, we cannot guarantee that this will always be the case. If goods you have ordered online are unavailable at the price or conditions shown, you will be notified as soon as possible.

If a pricing error is made on our Website or in the ordering process we will inform you as soon as possible and give you the option of buying the goods at the correct price or cancelling the order. Your order will be cancelled and no payment will be taken from you if we cannot get in contact with you to notify you of the error.

Your payment card will be debited for your order on the day that goods are dispatched.

### OUR LIABILITY

While we make every effort to ensure our Website is as accurate, current, complete or error free as possible, unless we are at fault we are not liable for any inaccuracies or errors which are beyond our reasonable control. In particular, we cannot guarantee that colours in our images will be rendered correctly on different computer monitors. The product dimensions supplied are intended to give an approximate indication of the size of individual products. Products shown may not be actual size. If you have any doubts about the colour, size or any other specification of the goods you wish to order, we recommend you [Contact Us](https://www.ernestjones.co.uk/webstore/secure/contactus.do) prior to placing an order on the Website.

We will not be responsible to you or any third party for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any indirect or consequential loss in connection with your use of the Website.

We remain liable however for:

* loss, damage, death or personal injury resulting from our negligence;
* fraud or fraudulent misrepresentations;
* any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
* defective products under the Consumer Protection Act 1987; or
* any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

**PRIVACY**
Forget Me Knots is compliant with the Data Protection Act. We will not disclose information about our customers to third parties except where it is a necessary part of providing a service to you - e.g. arranging for a product to be sent to you.

**CONSENT**
We will not rent or sell your name, address, e-mail address, credit card information or personal information to any third party without your permission. If you have purchased from our on-line store, subscribed to our newsletter and entered any of our competitions, or advised us of your e-mail address, post & telephone we may occasionally update you on news and special opportunities via e-mail, post & telephone.

**COMMUNICATION**
By providing Forget Me Knots with your email, postal address, or telephone number you consent to receive communication from us about our latest products and special offers which we think may be of interest to you, the information may also be used to notify you of products and services of third parties, which may be of interest to you.

**OPTING OUT OF COMMUNICATIONS**
You have the option to opt-out of receiving marketing communications from us and/or third parties at any time by clicking on the opt-out box.

These terms and conditions do not affect your legal rights

### CHANGES TO TERMS & CONDITIONS FOR BUYING GOODS ONLINE

We reserve the right to change these Terms & Conditions for Buying Goods Online from time to time. If this happens, we will post the new Terms & Conditions for Buying Goods Online on the website. If you do not wish your purchase(s) to be governed by the revised Terms & Conditions for Buying Goods Online, you must not place any further orders.

These Terms & Conditions for Buying Goods Online are governed by the law of England and you and we agree to use the English courts if there is any dispute between us.

If any part of these Terms & Conditions for Buying Goods Online is found to be invalid by law, the rest of them remain valid and enforceable.