



**MAYFLOWER ENTERPRISES LIMITED
CONSUMER TERMS AND CONDITIONS**

We urge you to read through these terms and conditions before you click the “accept” icon. This is because the conditions shall apply to any contract between us. We want you to feel confident in accepting our offer to supply goods and services. If you have any questions or queries relating to any of these terms, please feel free to contact us before you enter into the contract.

Your statutory rights are not affected by these terms and conditions.

These terms and conditions apply to any agreement between Mayflower Enterprises Limited (referred to as “us”, “our” or “we” in these terms) and a customer (referred to as “you” or “your” in these terms).

1 APPLICATION OF THESE TERMS

- 1.1 These terms will govern the contract between us and you and will prevail over any terms put forward by you, unless we expressly agree to them in writing. No conduct by us, our employees, agents or sub-contractors shall be deemed to constitute acceptance of any terms put forward by you.
- 1.2 To protect your interests, please read the conditions carefully before agreeing to them. We want you to know that you will always get a fair deal from us, and to understand exactly what we are both agreeing to under our agreement. If you are uncertain as to your rights as set out below or you want any explanation about them, please write, telephone or send an e-mail to our customer queries department. Our address, telephone number and e-mail address are provided on our web site.
- 1.3 Once we notify you that we accept your order, both parties will have entered into a legally binding contract. However, you have a short time in which to cancel this contract. Your rights to cancel, and the procedure to follow is set out in clause 8 below.

2 FORMATION OF A CONTRACT

- 2.1 We accept orders at our discretion. If we accept an order from you, the contract will be formed on these conditions, as outlined in clause 1 above, in the following way:-
 - 2.1.1 When you have decided what you want to buy, you will be invited to order from us. You may order [over the telephone, in person at our trading address or] by submitting an order form on our web site. [Whichever method you choose to order,] these terms will apply to the contract between us.
 - 2.1.2 The goods and services posted on our web site are an invitation to you to decide whether you wish to buy from us. The information provided by us on our web site does not constitute an offer.
- 2.2 For the avoidance of doubt, we make you an offer to enter into a contract when you signify, by selecting the goods and services, that you wish to buy them **AND** you accept these terms and conditions of trading. If you do not accept these terms and conditions of trading, our offer is withdrawn and there will be no legally binding agreement between us and you.

3 PRICES

- 3.1 We reserve the right to alter the price of the goods we offer on the web site without notice. If a price posted on our web site is obviously incorrect, we will not be bound by that price.
- 3.2 All prices are inclusive of Value Added Tax at the rate currently in force at the time of this contract but subject to delivery charges.
- 3.3 Delivery charges will be set out at the time of submitting your order. Where delivery charges and postage prices quoted on our website are found to be insufficient to cover the actual cost of postage, we reserve the right to request payment of the difference in the delivery charges prior to fulfilling and dispatching your order.

4 PAYMENT TERMS

- 4.1 Payment is to be made in full on or before the date we supply you with the goods or service. If we agree different terms when you order, payment will be due within 30 days of the date of the invoice.
- 4.2 All monies due under this contract are due in pounds Sterling.
- 4.3 We reserve the right to charge interest on any sum that is not paid on or before the due date at four per cent (4%) above the base rate from time to time of Royal Bank of Scotland plc from the due date until the payment is received. Such interest will accrue from day to day and will be due both up to but also after any court judgment relating to such monies.

- 4.4 You agree not to make any deduction or set off or counter claim against monies due to us under this contract.

5 ORDERS

- 5.1 When you submit an order on our website, please check your order details carefully. Changes cannot be made to your order once it has been submitted on our website and we will not grant you any form of compensation for any inconvenience you may experience as a result of submitting an incorrect order.
- 5.2 We reserve the right to contact you about your order by email, telephone or post, where such contact details have been provided.
- 5.3 We reserve the right to carry out security checks at our sole discretion at the time you place an order including, but not limited to, confirmation of the details you have provided for payment by Debit or Credit card and your full address details. Where such information cannot be supplied, we will be entitled to cancel your order at our sole discretion and we will inform you of such cancellation as soon as reasonably practicable.

6 AMENDMENTS

We reserve the right to modify, suspend or discontinue any or all the goods we advertise on our web site at our sole discretion and without notice. All stock of the goods on our website is subject to availability. We also reserve the right to give advanced notice of any changes to these terms and conditions at any time, whether by notice on our web site or by contacting you directly.

7 DESCRIPTIONS OF THE GOODS

- 7.1 If you find the description of the goods for sale provided by us on the web site is substantially different from the product we supply to you, please get in touch with us immediately, but no later than seven (7) working days from receipt of the goods, and we will seek to resolve any problem you may encounter.
- 7.2 Goods that are handcrafted may, by their nature, vary in appearance from the item pictured on our website. In such circumstances you agree and accept that some slight variation will naturally occur from item to item.

8 RIGHT TO CANCEL AN ORDER

- 8.1 If you enter a contract with us and change your mind, you must cancel your order within 14 days of the date you entered the contract by either:
- 8.1.1 notifying us in writing at our postal or e-mail address (both of which are posted on our web site) before your order is processed; or
 - 8.1.2 by returning the goods to us at our postal address, after you have received your order; and we will, subject to our returns procedure set out in clause 10 below and upon receipt of the returned goods, refund your payment for the price of the goods in full but not any delivery or return postal charges.
- 8.2 After this date we regret that you will not be able to cancel your order unless there is a delay in delivery or a price increase.

9 DELIVERY

- 9.1 We maintain appropriate stock levels to provide you with prompt delivery. If we cannot deliver to you within [28] days from the date of your order, we will contact you by e-mail or telephone as soon as reasonably practicable to inform you when we expect the goods to be ready for delivery. You will then have the option of waiting until the goods are ready for delivery or accepting an alternative item to the same value or cancelling your order. If you do cancel your order in this case, your payment for the unavailable goods will be returned to you in full.
- 9.2 We reserve the right to despatch part of an order to you if we can fulfil a substantial part of your order, but have to wait for a delivery from a manufacturer or distributor to complete your order.
- 9.3 We would expect you to take delivery of the goods within a reasonable time. If you cannot accept delivery within one month of the day when the goods are ready for delivery, we reserve the right to charge a reasonable storage fee to cover the period from the end of that month until delivery takes place.
- 9.4 Where a dispatched order is returned to us as 'Not Called For' by the postal provider, the order will be cancelled and we will contact you directly to inform you. We will, upon receipt of the returned goods, refund your payment for the price of the goods in full but not the delivery or return postal charges. If you still require the goods ordered, you will be required to submit a new order according to the terms of these conditions.
- 9.5 If the rate of value added tax increases between the date of your order and the date of delivery, we will add the necessary additional amount of value added tax to the price of the goods. If the price of the goods increases for any other reason between the date of your order and the date of delivery we will notify you of this, and give you the choice of accepting the price increase or cancelling the order, in which case your deposit will be refunded in full.
- 9.6 In the rare event that you receive an incorrect item from us, we will, upon receipt of the returned incorrect item, send you the correct item through our normal delivery channels and refund the cost you incurred for reasonable return postal charges 1st Class Parcel Post. If you require the replacement item quickly, you

must elect our Fast Replacement Service whereby we will send you the correct item upon receipt of an additional payment for the item and, upon our receipt of the returned incorrect item from you, we will refund you the payment for the second order and the cost you incurred for reasonable return postal charges by 1st Class Parcel Post.

10 RETURNS

- 10.1 Where you return goods in accordance with these conditions, please ensure the return package is sent by 1st Class Parcel Post and clearly addressed to Mayflower Enterprises Ltd, Merchandise Returns, Pilgrim House, 22-26 Commercial Road, Southampton, SO15 1GE.
- 10.2 Where you have exercised your right to cancel the contract and you return goods in accordance with clause 8, we will refund the price you paid for the goods or exchange the goods for an item of the same value provided the goods are returned within 14 days of the date you entered the contract, in their original packaging and not damaged.
- 10.3 We reserve the right to refund only part of the price of the goods at our sole discretion where an item returned to us is damaged in transit due to insufficient packaging.
- 10.4 We will not exchange or refund earrings for hygiene and safety reasons, unless they are faulty.
- 10.5 Subject to your statutory rights, where goods are returned to us more than 6 months from the date you entered the contract, we will not refund or replace the goods.
- 10.6 We will only refund the cost you incur for delivery charges or return 1st Class Parcel Post postal charges where specifically mentioned in these terms and where the goods you receive are either incorrect, faulty or damaged upon delivery. We will not cover any return postage costs for Special Delivery or any courier service. We reserve the right to request photographic or other evidence from you to support any claim that the goods are either incorrect, faulty or damaged.

11 OWNERSHIP, RISK AND TITLE

Ownership of the goods remains with us until you have paid the amount due in full. Risk in any goods you order and we agree to supply, shall pass to you when they have left our premises.

12 UNFORESEEN CIRCUMSTANCES

- 12.1 There may be times where events or circumstances beyond our control (including, without limitation, delays in the postal network) prevent us from supplying the goods you have ordered within the agreed time span or at all. If this occurs, we reserve the right to deliver the goods when we are able.
- 12.2 There may be times where events or circumstances beyond our control mean that goods are damaged when they are delivered to you.
- 12.3 We will not be in breach of any obligation in this contract where events or circumstances beyond our control either prevent us from supplying the goods you have ordered within the agreed time span, or mean that goods are damaged when they are delivered to you.

13 COPYRIGHT NOTICE

- 13.1 All material on our web site belongs to us or the organisations that have licensed us to use their material. You may not reproduce, modify or in any way commercially exploit any of the content.
- 13.2 In particular, notwithstanding the content of clause 13.1 above, you may not do any of the following without prior written permission from us:-
 - 13.2.1 redistribute any of the content of our web site;
 - 13.2.2 remove any copyright or trade mark notices from any copies of the content;
 - 13.2.3 create a database in electronic or structured manual form by systematically downloading and storing all or any of the content of our web site.

14 USE OF THE CONTENT OF OUR WEB SITE

- 14.1 We permit you to retrieve and display the content from our web site on a computer screen, print individual pages on paper and store pages in electronic format on disk (but you do not have permission to store the information on a server or other storage device that is connected to a network) for your personal use.
- 14.2 Except as set out in clause 14.1 above, you do not have permission to reproduce, modify or commercially exploit **IN ANY WAY** any of the content obtained from our web site.

15 THIRD PARTY LINKS

Our web site may contain links to other internet sites. We do not review all the sites that are linked to our site for their content. If you use a link that connects to another site, you do so at your own risk. We are not responsible for the content or any material you may come across after leaving our web site by way of a hypertext link or by any other means.

16 TECHNICAL ERRORS

We aim to minimise disruption caused by technical errors, including those related to viruses or any other disabling phenomenon. However, some data or information on our web site may have been created or structured in files or formats that are not error free and we are not able to guarantee that our web site will not be interrupted or affected by

this problem. We do not accept any responsibility concerning any problem you may meet with as a result of using our web site or any linked external sites.

17 LIABILITY

Nothing in clauses 19 or 20 below shall limit our liability for:

17.1 death or personal injury caused by our negligence;

17.2 fraud or fraudulent misrepresentation; or

17.3 any matter for which it would be illegal or unlawful for us to exclude or attempt to exclude or limit our liability.

18 LIMITATION OF LIABILITY

If we breach the terms of this agreement, or you seek compensation and damages for any claim or claims arising out of the contract between us for whatever reason, your remedy will be limited to damages. Our liability will not exceed the cost of the price of the contract between the parties or, where you have agreed to make payments in instalments, the amount you have paid to us at the time you made a claim.

19 EXCLUSIONS OF LIABILITY

With the exception of clause 19, we shall not be liable to you regardless of the form of action, whether in contract, tort (including negligence and breach of statutory duty), strict liability, or otherwise whatsoever:-

19.1 for any loss of profit, business, contracts or revenues; or

19.2 for failure to achieve anticipated savings in costs or expenses; or

19.3 for any special, indirect or consequential damage of any nature whatsoever;

arising directly or indirectly out of the goods and services we offer, or of any error or defect caused by us, **UNLESS** you inform us in writing before you enter a contract with us, of any particular circumstances covered in sub-clauses 19.1, 19.2 or 19.3 above. We may then accept an extended liability to a level agreed in writing in advance with you, upon payment of the cost of a single insurance premium (if such an insurance policy is available).

20 REASONABLENESS OF CLAUSES 19 AND 19

The parties agree that the limitation of liability clause and the exclusion of liability clause in the foregoing clauses 19 and 19 is reasonable and reflects the position on liability.

21 HEADINGS

The headings in this contract are inserted for convenience and are not intended to be part of, nor do they affect the meaning or interpretation of any provisions in this contract.

22 SEVERANCE

The parties agree that should one or more clauses or sub-clause of this contract be declared invalid or unenforceable by a Court or other authority with jurisdiction at a later date, the invalidity or unenforceability of any clause or sub-clause will not affect the validity or enforceability of any other clause or sub-clause in these terms.

23 EASING THE TERMS OF THIS AGREEMENT

If we decide, temporarily, to relax the enforcement of these terms and conditions by, for instance, permitting you to have more time to pay, we may at any time decide to apply the terms strictly again.

24 ENTIRE CONTRACT

This contract and the descriptions, photographs and comments set out on our web site set out the entire terms agreed between the parties relating to the goods and service we provide and superseded all previous representations, warranties and terms (whether in writing or not) previously made between the parties.

25 GENERAL TERMS

25.1 Where a party consists of more than one person or corporation, the liability of those persons or corporations will be joint and several.

25.2 Unless otherwise agreed in writing, any contract made between the parties is not intended to benefit or be enforceable by any third parties under the terms of the Contracts (Rights of Third Parties) Act 1999.

25.3 Any contract made between the parties may only be varied in writing containing an express statement that it is intended to vary these terms and conditions.

26 APPLICABLE LAW

The contract between us is to governed by and construed according to the law of England and Wales and the parties agree to submit any contractual or non-contractual disputes arising out of or in relation to the contract to the exclusive jurisdiction of the English Courts.