

Terms & Conditions – Consumer

This page (together with our Privacy Policy, Cookies Policy, Terms of Website Use and Website Acceptable Use Policy) tells you information about us and the legal terms and conditions (“Terms”) on which we sell any of the products (“Products”) listed on our website (“our site”) to you.

These Terms will apply to any contract between us for the sale of Products to you (“Contract”). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our Site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our Site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 6. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

Contacting us if you are a consumer:

To cancel a Contract in accordance with your legal right to do so as set out in clause 7, you just need to let us know that you have decided to cancel. The easiest way to do this is to email at info@rivieraglow.co.uk. If you are emailing us please include details of your order to help us to identify it. If you send us your cancellation notice by email, then your cancellation is effective from the date you sent us the email.

If you wish to contact us for any other reason, including because you have any complaints, you can contact us by emailing info@rivieraglow.co.uk

If we have to contact you or give you notice in writing, we will do so by email or by prepaid post to the address you provide to us in your order.

Our Products

The Images of the Products on our Site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. The look of your Products may vary slightly from those images.

The packaging of the Products may vary from that shown on images on our Site.

Use of our Site

Your use of our Site is governed by our Terms of Website Use. Please take the time to read these, as they include important terms which apply to you.

How we use your personal information

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy and Cookies Policy, as they include important terms which apply to you.

How the Contract is formed between you and us

Our Shopping Pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 5.3.

You must be at least 18 years of age to purchase Products from us.

We will confirm our acceptance to you by sending you an email that confirmation that the Products have been dispatched (“Dispatch Confirmation”). The Contract between us will only be formed when we send you the Dispatch Confirmation.

If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our Site as referred to in clause 10.5, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

Our right to vary those Terms

We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.

We may revise these Terms as they apply to you order from time to time to reflect, for example changes in relevant laws and regulatory requirements or to account for changes to our business practices.

If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

Your Consumer Right of Return and Refund

If you are a Consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out

below in clause 7.2. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards Office.

Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we email you to confirm our acceptance of your order) which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below.

Your Contract

End of the cancellation period

Your Contract is for a single Product (which is not delivered in instalments on separate days).

The End Date is the end of 14 Days after the day on which you receive the Product.

Example:

If we provide you with a Dispatch Confirmation on 1 January and you received the Product on 10th January you may cancel at any time between 1 January and the end of the day on 24th January

Your Contract is for either of the following:

One Product which is delivered in instalments on separate days

Multiple Products which are delivered on separate days.

The End Date is 14 Days after the day on which you received the last instalment of the Product or the last of the separate Products ordered.

Example:

If we provide you with a Dispatch Confirmation on 1 January and you received the first instalment of your Product or the first of your separate Products on 10 January and the last instalment or last separate Product on 15 January you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January

To cancel a Contract you need to let us know that you have decided to cancel. As described in clause 1.2.1

You cannot cancel a Contract in respect of the following Products:

That you have used.

Which are made to your specification or that are personalised

Which are liable to deteriorate or expire rapidly, or

Those which become mixed inseparable (due to their nature) with others.

If you cancel your Contract we will:

Refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in any way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

Refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 3-5 working days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

Make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

If you have received the Product and we have not offered to collect it from you: 14 Days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see clause 7.8:

If you have not received the Product or you have received it and we have offered to collect it from you: 14 Days after you inform us of your decision to cancel the Contract.

If you have returned the Products to us under this clause 7 because they are faulty or mis-described. We will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

We will refund you on the Credit Card or Debit Card used by you to pay. If you used vouchers to pay for the Product we will refund you back in vouchers.

If a Product has been delivered to you before you decide to cancel your Contract:

then you must return it to us without undue delay and in any event not later than 14 Days after the day on which you let us know that you wish to cancel the Contract:

unless the Product is faulty or not as described (in this case, see clause 7.6), you will be responsible for the cost of returning the Product to us. If the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery. If we have offered to collect the Product from you, we will charge you the direct cost to us of collection.

If you have chosen a Product that is the wrong colour or you are unhappy with for a reason that is not connected with the quality of the Product (this is dealt with by clause 7.6, then we will refund the price that you have paid for it, or exchange it, should you return the Product to us within 7 Days of receiving it. These Products are to be returned to us at your cost. It is your responsibility to ensure that the Product is returned to us in a satisfactory condition.

To return a Product please notify us at info@rivieraglow.co.uk then send it, along with the returns

label/envelope provided (including any order number or other reference number provided by us, to: Riviera Glow, 44 Bickon Drive Quarry Bank West Midlands DY5 2JF

Because you are a Consumer. We are under a legal duty to supply Products that are in conformity with this Contract. As a Consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right to return and refund in this clause 7 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

Delivery

We will contact you with an estimated delivery date, which will be within 30 Days after the date of the Dispatch Confirmation (the date on which we email you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 15 for our responsibilities when this happens.

Delivery of an Order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.

You own the Products once we have received payment in full, including all applicable delivery charges.

If we miss the 30 Days delivery deadline (and this is not explained to you as outlined in clause 8.1) then you may cancel your Order straight away if any of the following apply:

we have refused to deliver the Products;

delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

you told us before we accepted your order that delivery within the delivery deadline was essential.

If you do not wish to cancel your order straight away, or do not have the right to do so under clause 8.4, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.

If you do choose to cancel your Order for late delivery under clause 8.5 or clause 8.6 you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your order we will refund any sums you have paid to us for the cancelled Products and their delivery. You may only return Products to us that have not been used and are in a re-sellable condition.

International Delivery

The Products on our Site are intended for sale in the United Kingdom, Channel Islands and the Isle of Man. However, we do not accept Orders from outside these areas ("International Delivery Destinations"). However, there are restrictions on some products for certain International Delivery Destinations, so please review the information on that page carefully before ordering Products.

If you Order products from our Site for delivery to one of the International Delivery Destinations, your order may be subject to significant delivery charges (which we will advise you of before a Dispatch Confirmation is issued) import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your Order.

You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

Delivery will be made by an independent shipping company who will ultimately control the date that the Product is delivered to you.

Price of Products and Delivery Charges

The prices of the Products will be as quoted on our Site at the time you submit your Order. We take all reasonable care to ensure that the prices of products are correct at the time when the relevant information was entered onto the system. However, please see clause 10.5 for what happens if we discover an error in the price of Products you ordered.

Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

The Price of the Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT so you pay, unless you have already paid for the products in full before the change in VAT takes effect.

Except in the case of international deliveries, the price of a Product does not include delivery charges. Our delivery charges are as advised to you during the checkout process, before you confirm your Order.

10.5 Our Site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our Site may be incorrectly priced. If we discover an error in the price of the Products you have ordered, we will contact you and inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your Order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing, we do not have to provide the Products to you at the incorrect (lower) price.

How to Pay

You can only pay for products using a debit card or credit card through Paypal. We accept the following cards: Maestro UK, Master Card, Visa, Visa Debit, Visa Electron.

Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

Manufacturer Guarantees

Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards Office.

Our warranty for the Products

For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 28 Days from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 13.2

The warranty in clause 13.1 does not apply to any defects in the Product arising from:

Fair wear and tear

Wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party

if you fail to operate or use the Products in accordance with the user instructions

any alteration or repair by you or by a third party who is not one of our authorised repairers or

any specification provided by you

If you are a consumer, this warranty is in addition to, and does not affect your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

Our Liability to you

If we fail to comply with these Terms, we are responsible for loss or damage you suggest that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

We only supply the Products for domestic and private use. You agree not to use the Product for any commercial, business or resale purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Products for purchase on our consumer Site are supplied for domestic and private use only.

We do not in any way exclude or limit our liability for:

death or personal injury caused by our negligence

fraud or fraudulent misrepresentation

any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession)

any breach of the Terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quantity, fitness for purpose and samples): and

defective Products under the Consumer Protection Act 1987

Events Outside our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2

An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock outs or other industrial action by third parties, civil commotion, riot invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

We will contact you as soon as reasonably possible to notify you, and

our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

You may cancel a Contract affected by an Event Outside Our Control (which has continued for more than 30 days). To cancel, please contact us. If you opt to cancel, you will have to return (at our cost) any relevant products you have already received and we will refund the price you have paid, including any delivery charges.

Communications Between Us

When we refer in these Terms to "in writing", this will include email

Other Important Terms

We may transfer our rights and obligations under a Contract to another organisation but this will not affect your rights or our obligations under these Terms.

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However, if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 13 to the recipient of the gift without needing to ask our consent.

The Contract is between you and us. No other person shall have any rights to enforce any of it's Terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 13 but we and you will not need their consent to cancel or make any changes to these Terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decided that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, 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.

These Terms are governed by English Law. This means a Contract for the purchase of Products through our Site and any dispute or claim arising out of or in connection with it will be governed by English Law. You and we both agree to that the court of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in

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