

## Conditions of Sale

### Customer Service

We are committed to providing a high standard of service to all our customers and treating them fairly. There may be times when you don't feel we've lived up to this. If this happens, we want to hear from you. Letting us know when you are unhappy with the service you experience gives us the opportunity to put matters right and to improve our service in the future for everybody. Our dedicated staff are committed to working with you on your complaint and to resolving it to your satisfaction. You can share your concerns with them by phone, by letter or e-mail as shown below:

Address: The Complaints Team, Redcats (Brands) Limited, 2 Holdsworth Street, Bradford, West Yorkshire, BD1 4AH.

Telephone: 033 0303 0199 - 9am-5pm Monday-Friday.

E-mail: [complaints@redcats.co.uk](mailto:complaints@redcats.co.uk).

For complaints relating to your Style Account, please telephone our customer care team on the number given in the Style Account section below.

We aim to maintain our prices throughout the season, unless they are subject to any special discount or merchandise offers, which we may, from time to time, offer you. All our prices, where applicable include VAT or Insurance Premium Tax at the current rate. If these rates, or any other tax, charge or levy is introduced by the Government, then we reserve the right to alter our prices at any time. The new price will be shown on the merchandise page on the website, your order confirmation email and delivery note.

### Our contract with you

Your order is only considered accepted (and a contract formed between us) when we dispatch the goods to you. We will not be held wholly or partly responsible for any circumstances beyond our reasonable control, which cause the delay or failure to deliver the merchandise or services, or to comply with any other obligation. We charge £3.99 for the packing and standard delivery of our merchandise. This charge remains the same whatever the size of your order. When merchandise is in our warehouse and is in stock we deliver within 3-5 working days of approving your order. If delivery is likely to be longer, we will give you a likely delivery date. If, for example, an item is unavailable, we may send an alternative, which you can return free of charge, if it is unsuitable. Next day delivery is currently available on orders added to a La Redoute Style Account and is an additional service provided under a separate contract. Please refer to the main catalogue or the delivery information online for details of availability and charges and to the section headed "Returning goods to us" below for details of your rights to cancel this service. We reserve the right to accept in part or full, or decline, any order or request for credit.

### Your use of the products

All our products are for domestic use only. If you intend to use them for business, then you must check that they are suitable. You may also invalidate any warranty if the products are used for business purposes.

Using the product for domestic purposes: We will be responsible for any loss that you suffer as a result of a product's failure, provided the reason for its failure was reasonably foreseeable by both you and us when the contract was completed.

Using the product for business purposes: We will not be responsible for any economic loss including, but not limited to, loss of profit, revenue, contracts, savings, loss of data, goodwill or reputation. Our maximum liability will be limited to the replacement value of the product.

Whether products have been used for domestic or business purposes, La Redoute does not, by law, limit or exclude its liability for death or personal injury caused by negligence, breach of duty, gross negligence or wilful misconduct. This clause does not affect the rights given to you by law as a consumer.

### Returning merchandise to us

We provide a free exchanges and returns service so you can return items without paying return postage. You have 14 days from receipt of your order to return any item. Items must be returned in original condition. Once we receive items, we refund the cost of those items using the method you used to pay. The standard delivery or Next Day Delivery P&P charge you paid (if any) will not be refunded but you will not pay return postage.

We recommend you use the above free returns service where we manage the safe return once you hand items to your local Hermes courier but you also have the right to return items under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 by notifying us that you wish to cancel within 14 days following delivery. If you opt to cancel under the Regulations, you must arrange and pay for the return of items and take care to ensure returned items are received undamaged. Once we receive items, we will refund the cost of those items using the method you used to pay. If you cancel an entire order transaction and the order was delivered by standard delivery (rather than Next Day Delivery), we will also refund the £3.99 P&P charge you paid (if any) but you will have paid return postage. If you cancel an entire order transaction delivered by Next Day Delivery, the terms are slightly different. Next Day Delivery is an additional service provided under a separate contract and can only be cancelled under the above Regulations by giving notice of cancellation in writing or another durable medium up to the point at which we start to provide that additional service. If, after choosing and paying for Next Day Delivery, you cancel an entire order transaction under the Regulations within 7 working days after delivery, we will only refund the £3.99 standard delivery charge and not the additional £1.99 charge for Next Day Delivery.

Contact details for cancelling orders under the Regulations are as follows: Returns Dept, La Redoute, 2 Navigation Walk, Bridge Street, Wakefield, West Yorkshire, WF1 5RH; or [returns@redoute.co.uk](mailto:returns@redoute.co.uk). Further information in relation to cancelling under the Regulations can be found below.

## The La Redoute Style Account

A La Redoute Style Account is a credit agreement available subject to acceptance to UK residents aged 18+. Statements are issued monthly. Payments due 21 days after the statement date. Minimum monthly repayment £5 or 5% (whichever is greater). **Style Account Example; cash price and amount of credit £300, Representative 32.9% APR Variable. Interest rate 28.8% variable.** By applying for a Style Account you consent to a credit search. We will search files of credit reference agencies who record the search and we may share information about you and the conduct of your account with them and other companies for use in credit decisions and to pursue debtors. We may also use your information held within the La Redoute group of companies, including shopping habits to run your Style Account. We may restrict or refuse applications. For full details please refer to a catalogue or our privacy policy. If you require more details of the credit reference agencies from whom we record information about you, please telephone our customer care team on 0844 842 2222. Our lines are open from 8am-9pm, Monday to Friday and Saturday 8am-5.30pm. Calls cost 5p per minute plus connection charge from BT landlines of less than 6p. Mobile/other providers' charges may vary.

**Arrears Terms** – Should you fail at any time to keep your account up to date and in accordance with the terms and conditions of trading, we reserve the right to charge for our costs which will not exceed £12.00 per event in respect of any of the following: despatch of any reminder letter or other communication, 'refer to drawer' cheques or other failure to honour any method of payment, or to transfer your account to a debt collection department or agency. We also reserve the right to issue you with a default notice and demand full repayment of the whole outstanding balance in the event of any breach of the terms and conditions of trading occurring in the conduct of your account.

### Order Codes

Order Codes tell us which promotion or special offer you are entitled to claim with your order. The Order Code is for you personally, and remains the property of the company at all times. Unless stated otherwise in the Order Code details for the relevant offer, Order Codes can only be used once and discounts are not valid on La Redoute's Sale items, Mini Price items, Green Page items or Online Specials, nor Vertbaudet's Happy Price products, Green Star, VB2U, V.I.K. and certain internet only products indicated online. If you place more than one order using the same Order Code, your first order only will be accepted. We reserve the right to restrict or refuse orders or substitute gifts where necessary. We reserve the right to take action to recover merchandise which has been delivered incorrectly by us following any abuse of Order Code and/or to adjust your account with us.

### Trading Area and VAT

Our merchandise (except certain stated items) is for sale within the UK (including Northern Ireland), Channel Islands, the Isle of Man and BFPO Germany. All prices include VAT unless the product is exempt. However, where VAT is chargeable or becomes chargeable (previously exempt products may become chargeable to VAT from time to time), we reserve the right to amend our prices to reflect any changes in VAT which may occur from time to time (e.g. an exempt product may become chargeable; the rate of VAT chargeable on a product may change). The new price will be shown on the product page on the site, on your order confirmation email and on your delivery note. No discount will be given on products where VAT is not chargeable, nor accountable to HM Customs & Excise or similar authority within the European Union.

### Data Protection Act 1998

La Redoute is registered to hold personal data under the Data Protection Act 1998. Our Privacy Policy explains how we use personal information we collect about you and includes the topics set out below:-

- Your confidentiality and privacy
- Information we might need from you
- How we use this information (includes general use, credit searches and marketing)
- How to unsubscribe from marketing
- Cookies
- How we keep this information secure
- Changes to our Privacy Policy
- Head Office Contact Details

If we make changes to our Privacy Policy, we will notify you by updating the statement on our website. You can access our website homepage and browse our site without disclosing your personal data.

### Copyright and Trademark

The use of Trademarks advertising our merchandise should not be taken as indicating the merchandise's country of origin. Except where otherwise stated, copyright rests with Redcats (Brands) Limited in respect of the material published in this catalogue and any copyrighted matters may only be used with the consent of La Redoute.

### Ethical Labour Policy

La Redoute is committed to observing the Standards of the International Labour Organisation and require its suppliers to commit themselves to the principles of its Group's Suppliers' Charter, which is aimed at the protection of social, employment and human rights.

### Alteration to the Terms and Conditions, Waiver & Governing Law

We reserve the right to amend these terms and conditions if necessary. You will be subject to the terms and conditions at the time that you use the website unless any change is required by law or government authority. If any of these terms and conditions is deemed invalid or unenforceable by any competent authority, that condition will be removed. This will not affect any of the remaining terms and conditions. Any delay or failure by us to exercise our legal rights within our contract with you should not be seen as a waiver of our legal rights. These terms and conditions and the contract between you and us will be governed by the laws of England and any disputes will be resolved exclusively in the English courts.

## **Information about the exercise of the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

### **Right to cancel**

You have the right to cancel a contract within 14 days without giving any reason.

The Cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right to cancel, you must inform us (La Redoute at Returns Dept, La Redoute, 2 Navigation Walk, Bridge Street, Wakefield, West Yorkshire, WF1 5RH; or returns@redoute.co.uk; or on 033 0303 0199) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before that cancellation period has expired.

### **Effects of cancellation**

If you cancel a contract, we will reimburse to you all payments received from you, including the cost of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than-

- a) 14 days after the day we receive back from you any good supplied, or
- b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- c) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

You shall send the goods back or hand them over to La Redoute at our premises at, **Returns Dept, La Redoute, Standbridge Lane, Wakefield, West Yorkshire, WF2 7YY**, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from the contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods to us. The cost is estimated at a maximum of £10.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.