

Genevieve Sweeney Limited: terms and conditions

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OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply goods to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products and/or goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss this.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Genevieve Sweeney Limited a company registered in England and Wales. Our company registration number is 09528531 and our registered office is at 51 Clarke Grove Road, Sheffield, England S10 2NH. Our registered VAT number is 211743540.
- 2.2 **How to contact us.** You can contact us by emailing us at me@genevievesweeney.com
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **Dispatch.** We aim to dispatch all goods/products which are in stock within 48 hours of the day the order is received. Please note that when goods/products are not in stock or the goods/products are being custom made we will notify you of how long it will be until they are dispatched and an estimated delivery date. Please note that dispatch may take longer during busy periods such as Christmas.

4. **OUR PRODUCTS**

4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a product's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown on images on our website.

4.3 **Making sure your measurements are accurate.** Please make sure that you check the standard measurement chart on our website before placing your order. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us within 24 hours of receiving the order confirmation email from us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. **PROVIDING THE PRODUCTS**

6.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.

6.2 **When we will provide the products.** We will deliver them to you as soon as reasonably possible and in line with estimated dispatch date and deliver date that we will provide you in accordance with clause 3.4

- 6.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 6.5 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 6.6 **Your legal rights if we deliver late.** You have legal rights if we deliver any products late. If we miss the delivery deadline which we specified to you by email for any products then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the products;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 6.7 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 6.8 **When you own goods.** You own a product and or goods once we have received payment in full.
- 6.9 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your address. If so, we will have asked for this information before you placed the order on our website. If you have failed to provide us with any required information, we will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or

make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 6.10 **Reasons we may suspend the supply of goods to you.** We may have to suspend the supply of the goods to you in order to deal with technical problems or make minor technical changes and/or make changes to the product as requested by you or notified by us to you.

7. YOUR RIGHTS TO END THE CONTRACT

- 7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 10;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 7.27.2;
- (c) **If you have just changed your mind about the product**, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods; and
- (d) **In all other cases (if we are not at fault and there is no right to change your mind) you will not have a right to end the contract.**

- 7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about a change to the goods or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month; or

- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see *clause 6.6*)).

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. However, as per clause 7.5 below please note that your right to change your mind will not apply in respect of certain orders.

7.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) Any goods which have been custom made to your requirements; and/or
- (b) The goods are made from Hand Intarsia Cashmere because they are bespoke.

7.5 How long do I have to change my mind? You have 14 days after the day you (or someone you nominate) receives the goods, unless Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery to change your mind about the goods.

7.6 If you exercise your right to return the goods in accordance with clause 7.3 above you will be responsible for the costs in returning the goods to us. All goods sent back to us are sent back at your own risk. We advise you to use recorded delivery as the parcel is not our responsibility until it is duly received by us.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by emailing us at me@genevievesweeney.com. Please provide your name, home address, details of the order and, where available, your phone number, email address and why you are seeking to end the contract.

8.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must return the goods by posting them back to us or allow us to collect them from you. Please email us at me@genevievesweeney.com for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

8.3 If you are returning or exchanging the goods please send them to: Genevieve Sweeney Limited, 5D Church End Farm, Church End Lane, Little Hadham, Herts. SG11 2DY.

- 8.4 Please note that we will only accept the return of goods if they are sent back to us in their original unused condition.
- 8.5 **When we will pay the costs of return.** We will pay the costs of return:
- (a) if the products are faulty or misdescribed; or
 - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong,
- in all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 8.6 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 8.7 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.8 **Deductions from refunds.** If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a 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.
 - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 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.
- 8.9 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from 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 please refer to these terms and conditions or contact us by email at me@genevievesweeney.com.

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your delivery address; and
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you the costs we will incur as a result of your breaking the contract.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can email us at me@genevievesweeney.com.

10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 0506.

As your product is a good, for example a knitted jumper, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled

to a repair or replacement, or, if that doesn't work, some of your money back.

- 10.3 If you would like to exchange a faulty item instead of obtaining a refund, please be aware that we can only replace it for the same product in the same size, subject to availability. Where possible, we will offer to repair faulty items. If it cannot be repaired or the same product is not available, you are entitled to a full refund.
- 10.4 For the avoidance of doubt, goods are faulty if they are received damaged or where a manufacturing fault occurs. Items that are damaged as a result of normal wear and tear are not considered to be faulty.
- 10.5 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either post them back to us or allow us to collect them from you if the goods are faulty. We will pay the costs of postage or collection. Please email us at me@genevievesweeney.com for a return label or to arrange collection.

11. PRICE AND PAYMENT

- 11.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order page when you placed your order. We take all reasonable care to ensure that the price of the goods/product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

11.4 **When you must pay and how you must pay.** We accept payment via PayPal. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

11.5 **What to do if you think an invoice/bill is wrong.** If you think an invoice/bill is wrong please contact us promptly to let us know.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the goods to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products and or goods that we provide, but you may stop receiving these at any time by contacting us.

13.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

13.3 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

14. OTHER IMPORTANT TERMS

- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 14.2 **You need our consent to transfer your rights to someone.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. If we do not agree to the transfer we must provide you with our reasons in writing.
- 14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.