

# Conditions of Sale

## General

These are the terms and conditions on which we supply goods to you. References in these terms to “we”, “us” or “our” are to LRUUK (Retail) Limited, which trades as La Redoute.

LRUK (Retail) Limited is a member of La Redoute Group and has its registered office at 2 Holdsworth Street, Bradford, West Yorkshire BD1 4AH. Its company registered number is 110433.

You can find out more about La Redoute here: [www.laredoute-corporate.com](http://www.laredoute-corporate.com)

LRUK (Retail) Limited is authorised and regulated by the Financial Conduct Authority (FCA) and its FCA reference number (FRN) is 312583.

Our contact details are set out below in the section headed “Customer Services”.

**These terms and conditions include the sections listed below and you should read them carefully before submitting your order to us:**

- [Our contract with you](#)
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## Our contract with you

Your order is only considered accepted, and a contract formed between us, when we dispatch the goods to you. There may be reasons why we are unable to dispatch goods to you (for example because the goods are out of stock; if we identify a pricing error; if you have a La Redoute Credit Account and you have chosen to pay with that account, you do not have enough available credit; or you have a credit account and place an order using another payment method but you are behind with payments on your credit account).

We only deliver goods in the UK and to the Channel Isles, Isle of Man and to British Forces Posted Overseas (BFPO). We do not accept orders for addresses outside those territories. In relation to BREXIT and Northern Ireland, goods are being supplied on the basis they are intended for Northern Ireland. If they are transported onward outside of Northern Ireland (e.g. to Ireland), you will be responsible for complying with any customs formalities and paying any duty and other sums payable.

Payments are taken and orders debited to La Redoute Credit Accounts as follows:

- If you choose to pay by credit card, debit card or PayPal, payment will be taken at the point you place your order.

- Generally, if you choose to pay using your La Redoute Credit Account, we will debit your account at the point goods are dispatched. However, for orders where goods are being dispatched directly from our suppliers, we may debit accounts at the point of order.

As stated above, orders are only accepted, and contracts formed, when goods are dispatched.

We may accept in full or part, or decline, any order for goods or request for credit. If we take payment for goods that are not dispatched, we will refund you.

We may restrict the quantity of goods sold in any one transaction or in multiple transactions.

## Price

Prices (which include any applicable VAT or other sales tax) will be as indicated on the order pages when you placed your order. We use our best efforts to ensure that prices stated are correct but occasionally goods are incorrectly priced. If that happens, we may not dispatch your order or we may cancel the order after dispatch. If we do and we have taken payment, we will refund you.

As stated above, prices include any applicable VAT or other sales tax. If no VAT or other sales tax is chargeable or otherwise accountable to HM Revenue & Customs (HMRC) or similar tax authority, the price will remain the same unless we agree a discount. If tax rates change, a new tax, charge or levy is introduced, or previously exempt products become subject to VAT or other sales tax, we may change the price payable to reflect the change.

## Delivery

Our standard delivery charges are as follows;

- £2.99 per order for our click & collect service via Evri ParcelShops (not available for certain items, e.g. furniture, electricals and some home textiles and accessories – if this option is not available when you order online, it will not appear during checkout),
- £3.99 per order for home delivery of small items, and
- £9.99 per order for home delivery of large or bulky items.

We charge an additional £1.99 for Next Day Delivery where that option is available and you choose it. Next day delivery is an additional service provided under a separate contract.

We may offer free delivery from time to time (e.g. free delivery if you choose our click & collect service when you spend £60 or more).

Orders are usually delivered within 3 to 7 days for standard items or 3 to 14 days for large or bulky goods. Some items are dispatched from France so there may occasionally be a small delay. If you have provided your email address to us, we will update you by email. Delivery times cannot be guaranteed.

If, due to circumstances beyond our reasonable control, delivery is delayed or we fail to deliver, we will not be liable for any loss or damage you may suffer but you can always cancel an order.

## Descriptions

Images of goods on our website are for illustrative purposes. We take great care to display colours but we cannot guarantee a device's display will be completely accurate. Goods may vary slightly.

## **Your use of goods**

Different laws apply to the sale of goods depending on whether a person buying goods is a consumer or a business. Under consumer laws, you are a consumer if:

- you are an individual, and
- you are buying wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

All our goods are sold on the basis that they are suitable for domestic use only and we are focused on selling directly to consumers and not for resale. If you wish to use them for business or in a public environment (e.g. tables and chairs for use in a café), you should check they are suitable. You may also invalidate manufacturer warranties if goods are used for business purposes.

The following sections set out our responsibility to you for loss or damage you may suffer depending on whether you are a consumer or a business.

## **Our responsibility for loss or damage if you are a consumer**

If you are a consumer, we are under a legal duty to supply goods in conformity with the contract.

If you are a consumer and we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking our contract 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.

We do not, however, exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to goods (including the rights under the Consumer Rights Act 2015 to receive goods as described; of satisfactory quality; fit for a purpose made known to us; correctly installed where installed by us; and for defective products under the Consumer Protection Act 1987).

As explained above, we supply goods for consumer and domestic use. If goods are used for business purposes, our liability will be limited as set out in the following section.

## **Our responsibility for loss or damage if you are a business**

If you are a business, we warrant that, at the point of delivery, goods supplied will:

- conform in all material respects with their description, and
- be free from material defects in material and workmanship.

If you inform us that goods we supplied do not comply with the above warranty as soon as reasonably practicable after discovering this and we agree with you, then we will, at our option, repair or replace the defective goods, or refund all or part of the price of the defective goods (e.g. deductions may be made for use). This will not apply if the defect has arisen in any of the following circumstances:

- because you failed to follow oral or written instructions as to storage, installation, commissioning, use or maintenance of the goods or (if there are none) good practice,

- because you altered or repaired the goods without our written agreement, or
- as a result of fair wear and tear, wilful damage, negligence, or abnormal use.

If you are a business, except as provided in this section, we will have no liability to you in respect of the failure of goods to comply with the warranty set out above and the terms set out in this section define our responsibility for any loss or damage you suffer.

Nothing in these terms will limit or exclude our liability for the following:

- death or personal injury caused by our negligence,
- fraud or fraudulent misrepresentation,
- breach of the terms 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 matter in respect of which it would be unlawful for us to exclude or restrict liability.

Subject to the previous paragraph about loss or damage that is not limited or excluded:

- all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded,
- we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, contracts, savings, data, goodwill, reputation, or any indirect or consequential loss arising under or in connection with any contract between us, and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total sum paid by you for products under the relevant contract.

## Returning goods to us

Returns options are as follows (subject to the limited exceptions below):

### **Option 1 – Our free exchanges & returns service:**

We provide a free exchange and returns service so that, subject to the limited exceptions below, you can return goods without paying return postage by courier or ParcelShop (certain items can only be returned by courier, e.g. large or bulky items). You have 21 days from receipt of your order to return items. You must take reasonable care of the goods and not use them. You should return them in their original packaging wherever possible. Once we receive items, we will refund the cost of those items using the method used to pay. The standard delivery P&P charge you paid (if any) will not be refunded but you will not need to pay return postage.

Returned goods that are not in new and unused condition may not be fully reimbursed.

### **Option 2 – Cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:**

We recommend that you use Option 1 above where you have 21 days to decide and we manage the safe return once you hand items to your local courier (e.g. Evri) or drop them off at a drop-off point (e.g. ParcelShop) but, if you are a consumer, then, subject to the limited exceptions below, you also have the right to return items under these Regulations by notifying us that you wish to cancel without giving a reason within 14 days following delivery. The cancellation period expires after 14 days from the day on which you acquire, or a third party

authorised by you acquires, physical possession of the goods. To meet the deadline, it is sufficient for you to tell us you wish to cancel before the period expires.

If you opt to cancel under the Regulations, you must arrange and pay for the return of items and you must return them without undue delay and in any event not later than 14 days from the day on which you communicated cancellation to us. The deadline is met if you send the goods back before the 14-day period has expired but you must take reasonable care of them, not use them and ensure they are returned undamaged. Goods should be returned in original packaging wherever possible.

Once we receive the items, we will refund the cost of those items using the method you used to pay. If you cancel an entire order transaction, we will also refund the £2.99/£3.99/£9.99 P&P charge you paid (if any) but you will have paid the return postage.

Under the Regulations, you are responsible for any diminished value of the goods resulting from handling them other than as necessary to establish their nature, characteristics and functioning (e.g. to inspect them as you would in a shop before deciding whether to buy). Returned goods that are not in new and unused condition may not be fully reimbursed.

To exercise the right to cancel under the Regulations, you can inform us of your decision by a clear statement and you may use the model cancellation form at the end of these terms and conditions if you wish but it is not a requirement to use that form:

- Post: Returns Dept, La Redoute, 2 Holdsworth Street, Bradford, BD1 4AH
- Telephone: 033 0303 0199 (lines open Mon to Fri: 8am to 6pm and Sat 8am-4pm)
- Email: [returns@redoute.co.uk](mailto:returns@redoute.co.uk)

You must then send the goods back.

You will have to bear the direct cost of returning the goods to us. The cost is estimated at a maximum of £10 for standard orders (more for large or bulky items).

### **Exceptions to the cancellation rights above:**

The cancellation rights above will not apply to the following:

- goods made to your order or made to measure,
- goods sealed for health protection or hygiene reasons (e.g. pierced jewellery, cosmetics, toiletries, mattresses) if unwrapped or unsealed,
- other goods with a security sticker or other label warning that they cannot be returned once the sticker is removed, including sealed audio or video recordings or computer software,
- goods that become mixed inseparably with other items after their delivery.

This does not affect your legal rights, including if goods are faulty.

## **The La Redoute Credit Account**

A La Redoute Credit Account is a credit agreement available subject to acceptance to UK residents aged 18+.

If you have a La Redoute Credit Account and you choose to pay for your order using your account, your order will be added and will show on your statement. Please refer to your credit agreement for further information in relation to your account.

## **Promotional codes (order codes)**

These codes tell us which promotion or special offer you are entitled to claim with your order. Codes are for you personally and remain our property at all times. Unless stated otherwise in code terms for the relevant offer, codes can only be used once and discounts may not be valid on certain products (e.g. sale items, Invité items, Web Exclusives, certain brands, certain products).

If you place more than one order using the same code, your first order only may be accepted. We reserve the right to restrict or refuse orders or substitute where necessary.

We reserve the right to take action to recover goods that have been dispatched by us following any abuse of codes and/or to adjust your account with us accordingly.

## **How we may use your personal information**

It is important you understand how we use your personal information so we strongly advise that you read our Privacy Notice, which includes the following information:

- Who collects personal data?
- How the law protects you
- Who we share your data with
- Automated decisions, credit referencing & fraud prevention
- Your rights
- Overseas data transfers
- How long will my data be kept?
- What security measures are taken to protect my data?
- What should I know about data collected by social networks?
- Minors under 16 years
- Marketing
- Cookies, tags & trackers
- Who is the Data Protection Officer (DPO)?
- Changes to the Privacy Notice

Our Privacy Notice does not form part of this contract for the supply of products. If we make changes to it, we will notify you by updating the notice on our websites.

## **Customer service & complaints**

We are committed to providing a high standard of service to all our customers and treating them fairly. There may be times when you feel we have not lived up to this. If this happens, we would like to hear from you. Letting us know when you are unhappy with the service you experience gives us the opportunity to put things right and to improve our service in future for all. We are committed to working with you on your complaint to try to resolve it to your satisfaction:

- Post: Customer Services, La Redoute, 2 Holdsworth Street, Bradford, BD1 4AH
- Telephone: 033 0303 0199 (lines open Mon to Fri: 8am to 6pm and Sat 8am-4pm)
- Email: [helpline@redoute.co.uk](mailto:helpline@redoute.co.uk)

For complaints about retail goods and services (e.g. product quality, delivery), under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, if we cannot resolve your complaint using our internal complaints procedure, we must inform you: (i) that the matter cannot be settled, (ii) the name and website address of a relevant provider of Alternative Dispute Resolution (ADR) services, and (iii) whether we (La Redoute) are obliged to or prepared to make use of the relevant ADR provider. We are not

obliged to use an ADR provider and, as we receive few complaints that are not resolved, we have decided not to pay to subscribe to an ADR scheme at this stage.

We do, however, have a Primary Authority arrangement with West Yorkshire Trading Standards and you can find advice and information about your rights here: [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

If you wish to make a complaint about a La Redoute Credit Account or insurance policy, our contact details are as follows as a different team handles financial services complaints:

- Post: Complaints Team, La Redoute, 2 Holdsworth Street, Bradford, West Yorkshire BD1 4AH
- Telephone: 033 0303 0190 (lines open Mon to Fri: 9am to 5pm)
- Email: [complaints@redoute.co.uk](mailto:complaints@redoute.co.uk)

If you have a problem with your La Redoute Credit Account or policy, please try to resolve it with us first. If you are not happy with our handling of your complaint or our decision, you may be able to complain to the Financial Ombudsman Service (FOS) but FOS will only consider your complaint if you have given us the opportunity to resolve it. The FOS is a free, independent service for settling disputes between financial businesses and their customers. FOS can deal with complaints about a wide range of financial issues, including the sale of insurance. Their details are as follows:

- Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR
- Telephone: 0800 0234567 (free from mobiles and landlines)
- Telephone: 0300 1239123 (cost no more than calls to 01 and 02 numbers)
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).
- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you have not already been through our internal complaints process, FOS will refer you back to us so that we can consider your complaint in the first instance.

LRUK (Retail) Limited is a member of The Finance & Leasing Association (FLA) and subscribes to the FLA Lending Code. For more information on the Lending Code please visit [www.fla.org.uk](http://www.fla.org.uk). The FLA Code does not form part of this contract.

## Other important terms

This contract is between you and us. No other person will have any rights to enforce any of its terms. Neither we nor you will need the agreement of any other person to end the contract or make changes to these terms.

Each of the paragraphs of these terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

We reserve the right to amend these terms and conditions if necessary. You will be subject to the terms and conditions that apply at the point you order.

These terms are governed by English law. If you live in England or Wales, you can bring proceedings there. If you live in Scotland or Northern Ireland, you can also bring proceedings there.

Proprietor: LRUK (Retail) Limited t/a La Redoute is authorised and regulated by the Financial Conduct Authority. Registered Office: 2 Holdsworth Street, Bradford, West Yorkshire, BD1 4AH. Registered in England (No. 110433).

# Model Consumer Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Customer Services, La Redoute, 2 Holdsworth Street, Bradford, BD1 4AH; Telephone 033 0303 0199; Email: [helpline@redoute.co.uk](mailto:helpline@redoute.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate