#### 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 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 everybody. Our dedicated staff are committed to working with you on your complaint and to trying to resolve it to your satisfaction. You can share your concerns with us by phone, letter or e-mail:

- Post: Customer Service Department, La Redoute, 2 Navigation Walk, Bridge Street, Wakefield, WF90 8AA
- Telephone: 033 0303 0199 Lines open: Monday Friday 8am till 9pm and Saturday 9am till 4:30pm
- E-mail: helpline@redoute.co.uk

For complaints about our retail products 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. Similarly, the European Commission has set up an online dispute resolution platform <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a> to access for disputes between consumers and retailers in relation to online purchases but La Redoute UK does not currently accept retail complaint referrals to ADR made through that platform.

We do, however, have a "Primary Authority" arrangement with West Yorkshire Trading Standards and customers can seek advice and information about their rights from Citizens Advice: www.citizensadvice.org.uk.

For complaints about your Credit Account or your insurance policy, please telephone our customer care team on the number given in the Credit Account section below. If you have a problem with your Credit Account or policy, please try to resolve it with us in the first instance. If you are not happy with the way in which we handle your complaint or the result, 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 PPI. Their details are as follows:

• The **Financial Ombudsman Service**, Exchange Tower, London, E14 9SR.

- Telephone: **0800 0234567** (free from mobiles and landlines) or **0300 1239123** (cost no more than calls to 01 and 02 numbers).
- Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>.
- Website: www.financial-ombudsman.org.uk

Any complaint submitted to the European Commission's online dispute resolution platform at <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a> (referred to above) regarding your Credit Account or insurance policy will be referred to FOS as the alternative dispute resolution body for UK financial services complaints. 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.

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 despatch 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.

Our standard delivery charge is £3.99 per order. We charge an additional £1.99 for Next Day Delivery where this is available and you choose that option. 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 Click & Collect service with ParcelShops.

Orders are usually delivered within 3 to 10 days but, with items despatched from France, there may occasionally be a small delay. If you have provided your email address to us, you will receive a confirmation email when your goods are ready to be delivered.

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 21 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, 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. Further information in relation to cancelling under the Regulations can be found below.

#### The La Redoute Credit Account

A La Redoute Credit Account is a credit agreement available subject to acceptance to UK residents aged 18+. For further information, please <u>click here</u>.

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.

#### **Promo Codes**

Promo Codes tell us which promotion or special offer you are entitled to claim with your order. The Promo Code is for you personally, and remains the property of the company at all times. Unless stated otherwise in the Promo Code details for the relevant offer, Promo Codes can only be used once and discounts are not valid on La Redoute's Sale items, Invité items or Web Exclusives, nor Vertbaudet products and certain internet only products indicated online. If you place more than one order using the same Promo 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 Promo 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 LRUK (Retail) Limited in respect of the material published in this catalogue and any copyrighted matters may only be used with the consent of La Redoute.

# **Modern Slavery Compliance Statement**

To view our statement, please <u>click here</u>.

# 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 send 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, 2 Navigation Walk, Bridge Street, Wakefield, West Yorkshire, WF1 5RH, 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.

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.

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