

Please read the following important terms and conditions before you buy anything on our site.

1. D R HARRIS & CO LIMITED

1.1 These terms and conditions sets out:

- 1.1.1 your legal rights and responsibilities;
- 1.1.2 our legal rights and responsibilities; and
- 1.1.3 certain key information required by law.

1.2 In these terms and conditions:

- 1.2.1 'we', 'us' or 'our' means D R Harris & Co Limited; and
- 1.2.2 'you' or 'your' means the person using our site to buy goods from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by email (sales@drharris.co.uk) or telephone (+44 (0)20 7930 3915) (Monday to Friday from 08.30 until 18.00)

2. WHO ARE WE?

- 2.1 We are registered in England and Wales under company number: 00532478.
- 2.2 Our registered office is at: 29 St James's Street, London SW1A 1HB.
- 2.3 Our VAT number is: 238 8764 15

3. INTRODUCTION

- 3.1 If you buy goods on our site you agree to be legally bound by this contract. If you do not agree with any of the terms in this contract, you will not be allowed to buy any goods.
- 3.2 You may only buy goods from our site for non-business reasons. If you are buying any goods from our site for business reasons, you should contact us by email (wholesale@drharris.co.uk) or telephone (+44 (0) 207 930 3915) at the top of this page. For orders of £1,000 or more, we reserve the right to delay shipping until funds are fully cleared.
- 3.3 This contract is only available in English. No other languages will apply to this contract.

- 3.4 When buying any goods you also agree to be legally bound by:
- 3.4.1 our website terms and conditions and any documents referred to in them;
 - 3.4.2 extra terms which may add to, or replace some of, this contract (for example, this may happen for security, logistical, legal or regulatory reasons); and
 - 3.4.3 specific terms which apply to certain goods. These include storage and after sale care instructions that must be followed. If you want to see these specific terms, please visit the relevant webpage for the goods at any time during the online checkout process.
- 3.5 All these documents form part of this contract as though set out in full here.

4. **INFORMATION WE GIVE YOU**

- 4.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
- 4.1.1 read our acknowledgement email; and
 - 4.1.2 contact us using the contact details at the top of this page.
- 4.2 When you buy goods from business, in law you have a number of rights as a consumer. These include the right to claim a refund, replacement, repair and/or compensation where the goods are faulty or misdescribed.
- 4.3 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 4.4 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

5. **SUMMARY OF SOME OF YOUR KEY RIGHTS:**

- 5.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.
- 5.2 The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

5.3 The information in this clause summarises some of your key rights. It is not intended to replace the contract which you should read carefully.

6. ORDERING GOODS FROM US

6.1 Below, we set out how a legally binding contract between you and us is made.

6.2 You place an order on the site by browsing our catalogue, clicking on goods that you wish to buy and putting them into the shopping cart. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

6.3 When you place your order at the end of the online checkout process (eg when you click on the 'pay now' button, we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

6.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:

6.4.1 the goods are unavailable;

6.4.2 we cannot authorise your payment;

6.4.3 you are not allowed to buy the goods from us;

6.4.4 we are not allowed to sell the goods to you;

6.4.5 you have ordered too many goods; or

6.4.6 there has been a mistake on the pricing or description of the goods.

6.5 We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:

6.5.1 a legally binding contract will be in place between you and us; and

6.5.2 we will dispatch the goods to you.

6.6 If you are under the age of 18 you may not be able to buy certain goods because you are too young. These are set out on the relevant webpage for the goods.

7. RIGHT TO CANCEL THIS CONTRACT

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

7.2 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. In the case of a contract relating to multiple goods ordered by you in one order and delivered separately, 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 last of the goods.

- 7.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To D R Harris & Co Limited, 29 St James's Street, London SW1A 1HB, fax number 020 7930 3242, email sales@drharris.co.uk:

I/We [] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/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*

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

- 7.5 For reasons of hygiene, in respect of brushes, razors and manicure goods, if you open the packaging of such goods:

7.5.1 you will lose your cancellation rights;

7.5.2 we will not accept the return of such goods; and

7.5.3 we will not offer or provide any refund in respect of such goods.

7.6 Our position is that you will have a reasonable opportunity to assess the brushes, razors and manicure goods whilst acting in accordance with the following instructions:

7.6.1 you may inspect the goods;

7.6.2 you may carefully open the box that contain the goods;

7.6.3 you must not damage the box that contain the goods;

7.6.4 you must not damage internal packaging or breach any packaging seals;
and

7.6.5 you must not use or try the goods.

7.7 If you do not act in accordance with clause 7.6 you will be deemed to have accepted the goods. Please contact us immediately if you do not think that you have had a reasonable opportunity to assess the goods without opening the packaging.

7.8 Clause 7.5, clause 7.6 and clause 7.7 shall not apply in respect of faulty goods.

8. **EFFECTS OF CANCELLATION**

8.1 Subject to clause 7, if you cancel this contract, we will reimburse to you all payments received from you, including the costs 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).

8.2 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.

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

8.3.1 14 days after the day we received back from you any goods supplied; or

8.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or

8.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

8.4 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.

8.5 If you have received goods:

8.5.1 you shall send back the goods or hand them over to us or, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;

8.5.2 you will have to bear the direct cost of returning the goods: and

8.5.3 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.

9. **DELIVERY**

9.1 We use Royal Mail to deliver our goods where they are small goods. We use our preferred courier service to deliver liquids and larger orders or more expensive goods. For further information, please visit our webpage before you place your order.

9.2 The estimated date (and, where applicable, time window) for delivery of the goods is set out in the Confirmation Email (see clause 6.5).

9.3 If something happens which:

9.3.1 is outside of our control; and

9.3.2 affects the estimated date of delivery;

we will let you have a revised estimated date for delivery of the goods.

9.4 Delivery of the goods will take place when we deliver them to the address that you gave to us.

9.5 We usually deliver within 21 days unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

9.5.1 let you know;

9.5.2 cancel your order; and

9.5.3 give you a refund.

9.6 If nobody is available to take delivery, please contact us using the contact details at the top of this page.

9.7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

9.8 We do not make deliveries to P.O. Box addresses

9.9 On rare occasions we may deliver your goods in instalments. We will tell you if your goods will be delivered in instalments as part of the online checkout process or in our Confirmation Email.

10. **PAYMENT**

10.1 We accept payment by Visa, Mastercard and American Express. We do not accept any other credit cards or debit cards. We do not accept cash or cheques.

10.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

10.3 Your credit card or debit card will be charged as near as possible to when the goods are dispatched. If we cannot supply you with the goods that you ordered but you have already paid for them we will refund you as soon as possible.

10.4 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps.

10.5 If your payment is not received by us and you have already received the goods, you:

10.5.1 must pay for such goods within seven days; or

10.5.2 must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us. We may also charge interest on any balance outstanding at the rate of 2% a year above Lloyds Bank plc's base rate. We will email you to let you know if we intend to do this.

10.6 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

10.7 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under Clauses 7 and 8.

- 10.8 The price of the goods:
- 10.8.1 is in pounds sterling (£)(GBP);
 - 10.8.2 includes VAT at the applicable rate; and
 - 10.8.3 does not include the cost of delivering the goods (we will notify you of the delivery costs, before you place your order).

11. **NATURE OF THE GOODS**

11.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

- 11.1.1 are of satisfactory quality;
- 11.1.2 are fit for purpose; and
- 11.1.3 match the description, sample or model.

11.2 We must provide you with goods that comply with your legal rights.

11.3 The packaging of the goods may be different from that shown on the site.

11.4 While we try to make sure that:

- 11.4.1 all weights, sizes and measurements set out on the site are as accurate as possible, there may be a small tolerance in such weights, sizes and measurements; and
- 11.4.2 the colours of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.

11.5 Any goods sold:

- 11.5.1 at discount prices;
- 11.5.2 as remnants; or
- 11.5.3 as substandard;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

11.6 If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:

11.6.1 we will let you know if we intend to do this but this may not always be possible; and

11.6.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

12. **FAULTY GOODS**

12.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out above. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:

12.1.1 contact us using the contact details at the top of this page; or

12.1.2 visit the Citizens Advice website www.citizensadvice.uk or call 03454 04 05 06.

12.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12.3 Please contact us using the contact details at the top of this page, if you want:

12.3.1 us to repair the goods;

12.3.2 us to replace the goods;

12.3.3 a price reduction; or

12.3.4 to reject the goods and get a refund.

13. **END OF THE CONTRACT**

13.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

14. **LIMIT ON OUR RESPONSIBILITY TO YOU**

14.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:

14.1.1 losses that:

14.1.1.1 were not foreseeable to you and us when the contract was formed; or

14.1.1.2 that were not caused by any breach on our part;

14.1.2 business losses; and

14.1.3 losses to non-consumers.

15. **DISPUTES**

15.1 We will try to resolve any disputes with you quickly and efficiently.

15.2 If you are unhappy with:

15.2.1 the goods;

15.2.2 our service to you; or

15.2.3 any other matter;

please contact us as soon as possible.

15.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you

15.4 You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal: <https://webgate.ec.europa.eu/odr>.

16. **WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

16.1 These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.

16.2 Relevant United Kingdom law will apply to this contract.

17. **MISCELLANEOUS**

17.1 No one other than a party to this contract has any right to enforce any term of this contract.

17.2 We may transfer our rights and obligations under this Contract. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 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.

17.4 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. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.

18. **PERSONAL INFORMATION**

18.1 We will use the personal information you provide to us to supply the goods to you and to process your payment for the goods.

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