

# Lucinda Fredericks Equestrian Shop

## Consumer Terms and Conditions

Please read these terms and conditions carefully before placing your order and retain a copy of these terms and conditions and your order for future reference

### 1. Definitions

In these **terms and conditions**:

1. **we, us and our** refer to Lucinda Fredericks Equestrian (Registered in the UK, Registered Number 8384504) and with its registered address Rosegarth, Westbury Road, Little Cheverell, Devizes, SN10 4JP.
2. **you and your** refer to the purchaser of any **goods** from **us**
3. **contract** means the contract between **you** and **us** for the sale by **us** to you of **goods**
4. **goods** means any goods or services **you** order from **us**
5. **order** means an order placed by **you** with **us** for the purchase of **goods** by clicking "place order" on the **checkout page**
6. **consumer** means any natural person who, when placing an order with **us**, is acting for purposes which are outside his or her trade, business or profession
7. **checkout page** means the page on **our website** entitled "checkout" which gives details of the **goods**, delivery address and options, payment method and a "place order" icon
8. **website** means our website at [www.lucindafredericks.com](http://www.lucindafredericks.com).

### 2. Terms of the contract

If **you** place an **order** for **goods** as a **consumer**, these **terms and conditions** apply to **your order** and to the **contract** between **you** and **us**. **We** may change these **terms and conditions** at any time. Any changes will apply to any **orders** that **you** place after the time that **we** update the **terms and conditions** on **our website**. The changes will not apply to any **order** that **you** place before **we** make the changes on **our website**.

**We** have taken care to ensure that **our website** and these **terms and conditions** do not contradict each other. However if there are any inconsistencies or contradictions then these **terms and conditions** shall apply instead of any contradictory or inconsistent part of **our website**.

### 3. When the contract is created

No **contract** exists between **you** and **us** until **we** notify you that **we** have accepted **your order** and delivered the **goods**.

**We** are not obliged to accept **your order**.

**We** may cancel **your order** if we cannot supply the goods for any reason.

### 4. Description and price of the goods

**We** make every effort to ensure that prices and descriptions of **goods** shown on **our website** are accurate at the time **you** place **your order**.

The price of the **goods** will be as shown on the **checkout page** of **our website** when **you** placed **your order**. **We** will charge you this amount. **You** must also pay a delivery charge for the **goods** as indicated on **our website** at the **checkout page**.

In the unlikely event that the price shown on the **checkout page** is wrong, we are not required to sell the **goods** to you at the price shown. **We** always try and ensure that the prices of goods shown on **our website** are accurate, but occasionally genuine errors may occur. If **we** discover an error in the price of the **goods** that **you** have ordered **we** will let **you** know as soon as possible and give you the option of reconfirming **your order** at the correct price or cancelling it. If you cancel **your order** and **you** have already paid for the **goods**, then you will receive a full refund.

**We** may occasionally have to increase the price of **goods**, even after **your order** has been accepted by us. If we have to do this, then **you** may cancel **your order**.

**We** will contact **you** and give **you** the option of amending **your order** or cancelling it.

### 5. Delivery

**We** will deliver the goods that **you order** to the delivery address **you** give when **you** place **your order**.

Once **we** accept **your order**, **we** will endeavour to deliver the **goods** within the delivery period that applies to the option **you** have chosen. If **you** give us an incorrect or incomplete delivery address and as a result we try but are not able to make the delivery, we may treat the order as cancelled by you. In this case we will refund the price of the **goods**, but **we** shall be entitled to keep the amount **you** paid for delivery.

If some of the **goods you** ordered are not available we may deliver part of **your order**. **We** will deliver the rest of the **order** as soon as possible afterwards.

#### 6. **Your right of cancellation under the Consumer Contracts Regulations**

**You** may cancel the **contract** under the Consumer Contracts Regulations by notifying **us** no later than 14 calendar days after **we** deliver the **goods** that **you** are cancelling the **contract**. **We** strongly recommend that **you** do this by using **our** on-line returns tool – see **our website** for details.

If **you** cancel the **contract** under the Consumer Contracts Regulations, **you** must take reasonable care of the **goods** from the time **you** receive them until **you** return them to **us**.

If **you** cancel the **contract** under the Consumer Contracts Regulations **you** must return the goods to **us** at **your** own expense.

If **you** cancel the **contract** under the Consumer Contracts Regulations and do not return the goods as required, **we** may charge **you** our direct costs of recovering the **goods**.

#### 7. **Faulty goods**

In these **terms and conditions**, **faulty goods** means any **goods we** supply to **you** that do not conform to the **contract**. **Faulty goods** does not include any **goods** that are faulty due to fair wear and tear, wilful damage, accident, negligence by **you** or any third party, use otherwise than in accordance with their intended use, failure to follow the manufacturer's or **our** instructions, or any alteration or repair carried out without the prior approval of **us** or the manufacturer.

**You** should notify **us** as soon as possible if **you** discover that any **goods** are **faulty goods**.

If **you** return **goods** because **you** think they are **faulty goods**, **we** may charge **you** the cost of all transport and **our** actual costs and expenses in the event that the **goods** are not in fact **faulty goods**.

#### 8. **Returning goods – general**

When **you** return **goods** to **us** for any reason (for example because **you** have cancelled the **contract** under the Consumer Contracts Regulations or because **you** think they are **defective goods**):

- **you** must ensure that they are properly and securely packaged and labelled with **our** address;
- **you** are always responsible for any damage in transit that is due to incorrect or inadequate packaging by **you**; and
- **you** are responsible for any damage or loss in transit where **you** arrange the transport (rather than using **our** courier).

#### 9. **Force majeure**

**We** shall not be liable for any failure to perform, or delay in performing, any of **our** obligations under the **contract** if and to the extent that the failure or delay is caused by circumstances beyond **our** control.

#### 10. **Limitation of liability**

**We** shall not be liable to **you** for any loss or damage:

- where there is no breach of a legal duty owed to **you** by **us** or by **our** employees or agents;
- where such loss or damage is not reasonably foreseeable to **us** when **we** accept **your order**; or
- to the extent that any increase in loss or damage results from breach by **you** of any term of the **contract**.
- to the extent that any increase in loss or damage results from breach by **you** of any term of the **contract**.
- **Our** maximum liability to **you** under the **contract** shall be twice the value of the **goods** that you ordered.
- Nothing in these **terms and conditions** excludes or limits **our** liability for death or personal injury caused by **our** negligence or fraudulent misrepresentation or for any other liability that **we** are not permitted by law to exclude or (as the case may be) limit.
- These terms and conditions do not affect **your** statutory rights.

#### 11. **Images**

Images of goods on our website are for illustrative purposes only and may differ slightly from the actual **goods**.

#### 12. **Law**

These **terms and conditions** and the **contract** are subject to English law.