

## **Terms & Conditions**

Please read our terms and conditions carefully as your use of the site will indicate your acceptance of them. Please note these may change at any time and it is up to you to check the site regularly before ordering products in case changes have been made to the terms and conditions.

## **About Us**

1. <http://www.lcpearls.co.uk> is a site owned and operated by LC Pearls located at Parkside, Southview, Hemyock, Devon. EX15 3SQ United Kingdom.
2. LC Pearls is the trading name of Linda Cleaves a sole trader operating from the above address.
3. If you have any comments or questions about the site please contact us by email at [sales@lcpearls.co.uk](mailto:sales@lcpearls.co.uk) or by post to Parkside, Southview, Hemyock, Devon, EX15 3SQ United Kingdom.

## **Purchasing from LC Pearls**

### **Ordering**

1. All orders that are placed on our website are subject to acceptance in accordance with these terms and conditions.
2. When placing an order, you agree that all of the information given is accurate and complete. This includes name, address, telephone numbers and email address.
3. You will be sent a confirmation to the email address given in your order form which will detail products ordered, payment method, cost (including P & P) and usual delivery times.
4. You must check all the details on this confirmation email are correct and contact us as soon as possible if any details are incorrect.
5. All orders are subject to acceptance and product availability. The confirmation email does not constitute acceptance.
6. If your order has not been accepted you will receive an email from us telling you the reason why.
7. Acceptance of your order and the completion of the contract between you and us will take place upon dispatch to you of the products ordered unless we have notified you that we do not accept your order.

### **Payment**

1. LC Pearls accepts payments via Pay-Pal which accepts most major credit/debit cards. All credit and debit cardholders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment, we will not be liable for any non delivery. No credit card or other payment details are held by LC Pearls.

### **Delivery**

1. The delivery period stated within which you will receive your order is approximate. Goods will be sent to the address given by you in your order. If you are ordering more than one item your goods may be sent to you in installments if certain items are out of stock.
2. We currently deliver anywhere in the UK and Northern Ireland. The only place we do not deliver is the Channel Islands at present due to tax regulations.
3. If you do reside outside of our UK delivery area we can arrange to send you goods but you will need to email us before you place your order as the standard postage charges will not apply and we will inform you of shipping method and cost. You may have to pay import duties and taxes, which are levied once a shipment reaches your country. You must meet any additional charges for customs clearance. Please note customs policies vary widely from country to country and we recommend your contact your local customs office for further information. Furthermore international shipments may be subject to cross boarder inspections by customs authorities.

### **Cancellation of an Order/Returns Policy**

1 If you haven't submitted an order, you may clear the items in your shopping basket at any time by clicking the remove button next to the product you do not wish to purchase in your shopping basket.

2 Orders cannot be cancelled once placed unless otherwise agreed by us in writing.

3 In the event that you receive goods which were not what you ordered or which are damaged or defective or are of a different quantity to that stated on your order form we shall make good any shortage or non-delivery, replace or repair any damaged or defective goods or refund you the amount you paid for the goods at the time. Postage will be refunded only in the case of defective goods. This is provided that you notify us of the problem in writing at the address stated in the confirmation email within 10 working days of the delivery of the goods. You will need to return the goods to us at your own expense and please obtain proof of return unless we inform you that a return is not necessary. However if returning a non defective product for any of the reasons permitted above, these goods must arrive in the original packaging and undamaged. This provision does not affect your statutory rights.

### **Jurisdiction**

1. Any contract of purchase that may arise between you and LC Pearls shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract.

### **About the website**

#### **Use of Our Site**

1. You agree to use our site in accordance with these terms and conditions only for lawful purposes and in a way which does not infringe the rights of anyone or restrict or inhibit anyone's use and enjoyment of the site. If you don't comply with these terms we may deny you access to our site.

2. You agree not to use our website in any way which might infringe any rights of any third party or give rise to legal claim against LC Pearls.

3. You agree not to damage, interfere with or disrupt access to our site or do anything that may interrupt or impair its functionality.

4. LC Pearls grants you a limited license to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of LC Pearls. This license does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of LC Pearls without express written consent. Any unauthorised use terminates the permission or license granted by LC Pearls.

5. You may download and print content from our site only for your private, personal and non-commercial use in accordance with the limited license (above). We do not guarantee or warrant that any materials available for downloading are free from infection, viruses, Trojans or other contaminating codes.

6. You will not use the site to send email, post or otherwise submit or transmit any material that is unlawful, threatening, offensive, libelous, abusive, defamatory, and invasive of privacy, vulgar, obscene or profane.

7. LC Pearls may at our sole discretion immediately suspend or terminate your right to use our site without any warning if we consider you have contravened of an these terms and conditions. This is without prejudice to any other rights or remedies that we may have.

### **About our site**

1. We try to update our site regularly so we may have to suspend access, service or functionality on this site from time to time without notice. If required we may have to close our site indefinitely. We will not be liable if for any reason our site is unavailable at any time or for any period of time.
2. Any information or data transmitted to or from our site pass over public telecommunications networks so we can not promise that the operation of our site will be secure, confidential, uninterrupted or error free. You agree not to do anything that does or may interfere with the proper working of our site including tampering with or hacking in to the site or the servers on which it resides.
3. LC Pearls makes no guarantee as to where the site will be hosted, nor accepts any liability for the acts of third parties involved in the repair, hosting or maintenance of the site.

### **About content on our site**

1. We own or are the licensee of the intellectual property rights in the content of our sites (the "Rights") including brands, logos, products, text, photographs graphic designs images, audio, video recordings and any data entered or submitted by you. You shall abide by all additional copyright notices, information or restrictions contained in any content accessed through our website.
2. Nothing contained on our website should be construed as granting or implying or otherwise any license or right to use, deal with or copy in any way in part or in whole any Rights without our prior written permission or as appropriate the permission of the third party rights owner. Your use of the Rights except as expressly provided in these terms and conditions are strictly prohibited.
3. Our site may contain links to third party sites and resources. We have no control over the contents of these sites, resources or third parties and accept no responsibility for them or for any loss or damage that may arise from your use of them. We do not review, censor, approve edit or endorse any information placed on third party sites or resources.

### **Liability**

1. We do not accept liability (except as expressly stated in our 'Refund Policy) for any errors and or omissions contained in our website and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services at any time without notice.
2. We make no guarantee as to the accuracy of the product descriptions or images of products contained in our website. Products may vary in shape, size and colour. If you are not satisfied with the item you have ordered please refer to our returns policy.
3. If an error is discovered in the price of the goods that you have ordered we will inform you as soon as possible. We shall be under no obligation to fulfill an order for a product that was advertised at an incorrect price. In the event that you order an item and the price published on LC Pearls is incorrect for any reason we will email you to inform you that we have not accepted your order, and that your order has been cancelled. You will be advised of the correct price of the subject product and you may reorder if you wish as a separate transaction. If you have already paid for the goods in the circumstances described in the clause, we shall refund the full amount in 30 days of the date of the order.
4. We accept no liability for goods that you are not satisfied with, except in accordance with the "Refunds Policy" contained in these terms and conditions.
5. We shall have no liability to you for any delay in the delivery of products ordered or in respect of other obligations we may have to you, to the extent that this is due to any event outside of our reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lockouts, riots, civil commotion, malicious damage explosion, governmental actions and or any other similar events.
6. We have selected our products on the basis that they will be used for domestic purposes by adults or persons over the age of 16, we accept no liability in respect of these products, where they have been used by persons under the age of 16.
7. We accept no liability, in contract, tort (including, without limitation, negligence) or otherwise out of or in connection with the terms and conditions, or arising from the use of the site or the products.

8. None of these conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

9. To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied in relation to the Products.

This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

### **Privacy Policy**

1. When you place an order with us you may be asked for personal information, including but not limited to; your name, address, telephone number and email address.

2. LC Pearls will store this data on computers or otherwise and will be used to fulfil our agreement with you. This data will not be shared with any third party.

3. From time to time LC Pearls may wish to email you to keep you informed about product information, special offers or news about LC Pearls. This will only be done by email or post. If you wish to remove yourself from the mailing list of LC Pearls, please contact us by email or by post at the above address.

4. We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose online. You accept the inherent security risks of providing information and dealing online over the Internet and will not hold us responsible for any breach of security unless this is due to our negligence or willful default.