

BUSINESS TO CONSUMER – ON PREMISES - SUPPLY OF GOODS

CITY PROM OUR TERMS:

1. THESE TERMS:

- 1.1 These are the terms and conditions on which we supply products to you.
- 1.2 Please read these terms carefully before you submit your order to us or make a purchase in person. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are City Prom a sole trader established in England and Wales. Our company address is 820 Newport Road Rumney Cardiff CF3 4LH
- 2.2 You can contact us by telephoning our customer service team at 07813 133794 or by writing to us at madeleine@cityprom.co.uk or City Prom 820 Newport Road, Rumney Cardiff CF3 4LH
- 2.3 If we have to contact you, we will do so by telephone, by text message or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails, or text messages

3. OUR CONTRACT WITH YOU

- 3.1 Our acceptance of your order will take place when we tell you that we are able to provide you with the product at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 We will assign a receipt number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

- 4.1 The images of the products in our brochure OR on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed picture in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 Products sold are in either UK standard dress size or USA dress size depending on the manufacturer, we are not making the product to measurements you have given us, or we have taken. Any measurements taken at the time of order are taken as a guide and the ordered size will be discussed with you at the time of ordering for your approval. If we are providing the product to measurements, you have given us you are responsible for ensuring that those measurements are correct
- 4.3 Our products and items displayed in our supplier brochure and on our website are solely for the promotion of our products in the UK. We do not accept orders from addresses outside the UK.

5. YOUR RIGHTS TO MAKE CHANGES

- 5.1 Once you have ordered the product or purchased in person from City Prom you are not permitted to make a change to the product ordered or purchased.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1 We may change the product to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- 6.2 In addition, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

7. PROVIDING THE PRODUCTS

- 7.1 The costs of standard delivery will be as told to you during the order process.
- 7.2 For ordered products, we will provide the product to you 25 weeks after the day on which we accept your order. Time is not of the essence.
- 7.3 For products put away from shop stock we will agree a collection period which shall be no longer than 30 days from the day on which we accept your sale. In the case of short lead times, we shall agree a reduced delivery and collection timescale.
- 7.4 We are not responsible for delays outside our control. If the product is not available within the timescale specified in clause 7.2 because the product is delayed by an event outside our control (including but not limited to epidemic, pandemic or any law or action taken by a government or public authority as a result of or incidental to an epidemic or pandemic) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received, less 50% of the sale price as costs that we have incurred in performing or part-performing the contract.
- 7.5 Collection of the products from our premises, can be made subject to available appointment slots, we operate on an appointment only basis and prior arrangement must be agreed for collection of products. Collection must be made within a reasonable period of time after being notified that the product is ready for collection, which shall be no more than 30 days after being notified.
- 7.6 If you do not collect the products from us as arranged or if, after a failed collection appointment, you do not re-arrange collection we will contact you for further instructions and may charge you for storage costs and any further collection appointment. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection we may end the contract and clause 9.1 will apply.
- 7.7 You have legal rights if we deliver any products late. If we miss the delivery deadline for any products, then you may treat the contract as at an end straight away if any of the following apply:
- (a) We have refused to deliver the products.
 - (b) Delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) You told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.8 If the reasons above do not apply or you do not wish to cancel the contract as, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.9 If you do choose to treat the contract as at an end for late delivery under clause 7.7 or clause 7.8, you can cancel your order for any of the products. After that we will refund any sums, you have paid to us for the cancelled products and their delivery.

- 7.10 When you become responsible for the product. The product will be your responsibility from the time you collect it from us.
- 7.11 You own the products once we have received payment in full.
- 7.12 We may have to suspend the supply of a product to:
- (a) Deal with operational problems or make minor staff changes.
 - (b) Update the product to reflect changes in relevant laws and regulatory requirements.
 - (c) Make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.13 If you do not pay us for the products when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.5).

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 You may contact us to end your contract for a product at any time before you have collected and you have paid for it, however in all circumstances we will charge you for doing this, as described below. Of course, you always have rights where a product is faulty or misdescribed (see clause 10).
- 8.2 If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly. The reasons are:
- (a) We have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2).
 - (b) We have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed.
 - (c) There is a risk that supply of the products may be significantly delayed because of events outside our control.
 - (d) You have a legal right to end the contract because of something we have done wrong.
- 8.3 If you are not ending the contract for one of the reasons set out in clause 8.2, then the contract will end immediately and we will refund any sums paid by you for products not provided but we will deduct fifty percent of the purchase price from that refund as reasonable compensation for the net costs we have already incurred or may incur as a result of your ending the contract.

9. OUR RIGHTS TO END THE CONTRACT

- 9.1 We may end the contract for a product at any time by writing to you if:
- (a) You do not make payments to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due.
 - (b) You do not, within a reasonable time of us asking for it, arrange for collection of the product.
- 9.2 If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we will deduct fifty percent of the purchase price from that refund as reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

- 10.1 If you have any questions or complaints about the product, please contact us. You can telephone our consumer service team at 07813 133794 or write to us at madeleine@cityprom.co.uk. Alternatively, please speak to one of our staff in-store.
- 10.2 If you wish to exercise your legal rights to reject a product you must return it in person, within 24 hours to the store where it was purchased in the same condition as sold, with all labels and tags in place and in the original packaging, with no signs of wear except to try on for fit and examination. Please ensure you have your receipt.

11. PRICE AND PAYMENT

- 11.1 The price of the product will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.
- 11.2 (If VAT is applicable) If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.
- 11.4 We accept payment by cash, credit or debit cards including American Express. You must pay for the products in full before it/they are collected or leaves the store.
- 11.5 If we are unable to collect any payment from you by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Santander Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.6 If you think an invoice is wrong, please contact us promptly to let us know.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but except as set out in clause 12.2 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, for example, if you discussed it with us during the sales process.
- 12.2 We do not 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 or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, including the right to receive goods which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective products under the Consumer Protection Act 1987.
- 12.3 **When we are liable for damage caused to products after they have been removed from our premises.** You should inspect the product before removing it from the premises. We will not have any liability for damage or loss incurred once the product has left the premises.
- 12.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

WE WILL USE THE PERSONAL INFORMATION THAT YOU PROVIDE TO US TO:

- (a) Process your order.
- (b) Process payment for the product; and
- (c) Contact you to arrange collection and payment of the product.

14. OTHER IMPORTANT TERMS

- 14.1 We may transfer our rights and obligations under these terms to another organisation.
- 14.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 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.
- 14.5 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.
- 14.6 These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English or Welsh courts.
- 14.7 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider.

I have read and agree to these terms and conditions

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