

Terms & Conditions

TERMS AND CONDITIONS

Please read these terms and conditions before using this website. Check frequently to see any updates or changes to our terms and conditions or privacy policies.

Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of the Ashleigh & Burwood websites.

Our Rights

Ashleigh & Burwood reserve the right to:

modify or withdraw, temporarily or permanently, any Ashleigh & Burwood website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Ashleigh & Burwood website; and/or change the Conditions from time to time, and your continued use of the this website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms & Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Ashleigh & Burwood websites.

Third Party Links

In an attempt to provide increased value to our customers, we may provide links to other Ashleigh & Burwood online services or resources or third party websites. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

Customer orders

All orders are subject to acceptance in accordance with our Terms & Conditions, Order Acknowledgement Policy and availability. If the Product you have ordered is not available from stock you will not be able to place an order on the Ashleigh & Burwood shop website. However, if an order is accepted for which there is no current stock these items will be cancelled from your order and the money relating to these products will be refunded to you as soon as possible.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from asleigh-burwood-trade.co.uk

New / Non-existing Customers

All new / non existing customers must complete and submit our "[New Account Application Form](#)" in order to be able to access our website to place an order.

Please note if you would like to become a retailer of Ashleigh & Burwood products, all information you give us will be evaluated to ensure it complies with our eligibility standard to avoid any possible complications. Ashleigh & Burwood reserves the right not to supply as our sole discretion and you will be informed via email or other such form of communication of our decision in reasonable time.

The access to our website is strictly confidential and valid only for the owner of the ID and for the delivery address on the application form.

Any change to this information has to be given to Ashleigh & Burwood within 10 working days to enable verification with the eligibility standard.

Ashleigh & Burwood reserves the right to disable the ID access to any customer who has not informed us of any change in their original details.

Please inform Ashleigh & Burwood of any change in your account details by using this address: info@ashleigh-burwood.co.uk

Restricted Access

Access to certain areas of our website is restricted. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that user ID and password is kept confidential.

We may disable your user ID and password in our sole discretion without notice or explanation.

Order acknowledgement policy

Please note that your order will become a legally binding contract upon despatch of your order.

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Ashleigh & Burwood Ltd. reserves the right at any time after receipt of your order to accept or decline your order for any reason. Ashleigh & Burwood Ltd reserves the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. We may require additional verifications or information before accepting any order.

The contract between you and Ashleigh & Burwood Ltd will be completed on the despatch of the products ordered unless we have notified you that we do not accept your order or you have cancelled it in accordance with our Cancellation Policy. The sale contract is therefore completed in England and is subject to English law.

We reserve the right to reject any offer to purchase by you at any time.

Once you submit an order, we will prepare all stock items for delivery in 3 working days. You can cancel your order at any stage until delivery. If you would like to request the cancellation of an order, please contact us on +44(0) 1932 267060 as soon as possible, or email this information to info@ashleigh-burwood.co.uk. Please inform us of any cancellation at the earliest opportunity.

You have the right to cancel any order placed on this site until the goods have been collected from us for despatch. Should you wish to cancel any order placed with Ashleigh & Burwood, please call our customer services on +44(0) 1932 267060 immediately.

Returns policy

Call our customer services on +44(0) 1932 267060 for more details.

Refunds

If for any reason you are not satisfied with your Ashleigh & Burwood product(s), you have the right to return the goods to us within seven days of receipt. Carriage will be at your expense. You will be refunded to your credit card account, the full value of the returned goods. Shipping costs are not refundable. Please contact our customer services on +44(0) 1932 267060 for more details.

Damaged goods

If transit carton(s) appear to be damaged, receipt of goods must be refused.

Ashleigh & Burwood Ltd stands by the high quality of all its products. Each product will have been inspected prior to packing. In the unlikely event of a problem please contact us in the first instance on +44(0) 1932 267060.

Any errors or damage to goods in transit must be notified within 7 days of receipt of goods, or else a credit/refund cannot be issued.

Description of products

All details, descriptions and prices of products appearing on the Ashleigh & Burwood shop website are correct at the time of input. Although we aim to keep the website as up to date as possible, the information appearing at a particular time may not always reflect the position exactly at the moment you place an order.

Payment

All prices are correct at the time of entering information. You will receive an electronic confirmation of receipt of your order via email. Payment can be made by any of the specified payment methods. Payment will be debited and cleared by SagePay online payment services.

You confirm that the credit/debit card that is being used is yours.

All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

Payment methods

Ashleigh & Burwood Ltd offers the following variety of payment methods:

MasterCard

Visa

Switch

Delta

Please be sure to provide your exact billing address and telephone number - the address and phone number your credit card company has on file for you. Incorrect information may cause a delay in processing your order.

Despatch

We endeavour to despatch all goods within 2 - 3 business days of receipt of payment by credit/debit card, or clearance of funds with payment by cheque. Please note that a cheque takes 7 days to become cleared funds, and the order will not be dispatched before funds have cleared.

Any additional bank charges incurred in clearing cheques will be borne by the customer.

The goods shall be at the buyers risk after delivery.

All goods remain the property of Ashleigh & Burwood Ltd. until payment has been cleared in full by our bank.

Refusal of transaction

We reserve the right to withdraw any products from the website at any time and/or remove, screen or edit any materials or content. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion.

We will not be liable to you or any third party by reason of our withdrawing any product from Ashleigh & Burwood websites, whether or not that product has been sold; removing, screening or editing any materials or content; refusing to process a transaction or suspending any transaction after processing has begun.

The eligibility to purchase products on the website is limited to those parties who satisfy our eligibility criteria. By making an offer to buy a product, you specifically authorise us to transmit information (including any updated information) or to obtain information about you from third parties from time to time, including but not limited to your credit card number or credit reports (including credit reports for your spouse if you reside in a community property jurisdiction), to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

Credit card security

All orders are 'encrypted' to ensure safe transmission to us. We utilise secure server software (SSL) to ensure your information cannot be read as it travels over the Internet.

Eligibility

To be eligible to order products on the Ashleigh & Burwood websites and lawfully enter into and form contracts on the website under English law you must provide your real name, phone number, email address, credit card details and other requested information. Purchases on the Ashleigh & Burwood websites can only be made by those individuals aged over 18 years of age who meet these terms of eligibility, who have been issued a valid credit card by a bank acceptable to us, whose applications are acceptable to us and who have authorised us to process a charge or charges on their credit card in the amount of the total purchase price for any products which they purchase.

All Ashleigh & Burwood trade customers agree to respect our trade brand image, our product and our values in their shop, on their website, shop online or network pages.

This means to act in a faithful and honest way according to the law and our ethical policy and will not be an author or a party to any than can damage our brand and reputation.

Ashleigh & Burwood reserve the right to disable access to our website as our sole discretion in that case.

New Account Application Form

If you register with our website, we will ask you to expressly agree to these terms and conditions

General terms and conditions

Intellectual property and right to use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Ashleigh & Burwood Ltd websites shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the this website is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the website is strictly prohibited.

You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Compliance with laws

Ashleigh & Burwood Ltd websites may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the website and any transactions conducted on or through the website.

We always try to maintain our stock levels. There may however be occasions where goods cannot be sent because they are out of stock. Should this situation arise, we will contact you (usually by telephone), to offer you an alternative product or to inform you that this item will be removed from your order.

The goods shall be at the buyers risk after delivery.

All goods remain the property of Ashleigh & Burwood Ltd until payment has been cleared in full by our bank.

Limitation of liability

While we will use reasonable endeavours to verify the accuracy of any information we place on this website, we make no warranties, whether express or implied, in relation to its accuracy.

The Ashleigh & Burwood websites are provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Ashleigh & Burwood Ltd websites, or any transaction that may be conducted on or through the Ashleigh & Burwood Ltd websites including but not limited to, implied warranties of non-infringement, compatibility,

security, accuracy, conditions of completeness, or any implied warranty arising from the course of dealing or usage or trade.

We make no warranty that the Ashleigh & Burwood Ltd websites will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Ashleigh & Burwood Ltd websites.

Notwithstanding any other provision in the Conditions, nothing herein shall limit your rights as a consumer under English law.

You acknowledge that Ashleigh & Burwood Ltd, will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect or consequential losses;

In any case whether or not such losses were within the contemplation of the parties at the date of the Conditions, suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions. Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

Severance

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

Survival

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Entire agreement

The Conditions (as amended from time to time) contain the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of the Conditions. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save in so far as the same has expressly been made a representation in the Conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not

become a term of the Conditions save that your agreement contained in this Clause shall not apply in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

Law

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

Universal Terms and Conditions

Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software compilations, underlying source code, software (including applets) and all other material on this Web site are copyright Ashleigh & Burwood Ltd and its affiliates, or their content and technology providers. ALL RIGHTS RESERVED.

Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with Ashleigh & Burwood Ltd or using this Web site as a shopping resource. Any other use of materials on this Web site, including reproduction for purposes other than those noted above, modification, distribution, or republication, without the prior written permission of Ashleigh & Burwood Ltd is strictly prohibited.

Trademarks

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Disclaimer

To the fullest extent permitted at law, Ashleigh & Burwood Ltd is providing this web site and its contents on an "as is" basis and make no (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to this web site or the information, content, materials or products included in this site including, without limitation, warranties of merchantability and fitness for a particular purpose. In addition, Ashleigh & Burwood Ltd does not represent or warrant that the information accessible via this web site is accurate, complete or current. Price and availability information is subject to change without notice.

Sales Aids & Promotional Material

All sales aids and promotional materials are provided so solely at our discretion.

Free Delivery Offer

Please see our Delivery page for more information about our Free Delivery offer.

Hazardous Goods / Materials

Please be aware that a vast majority of our products are classified as hazardous goods and as such will need to be shipped via a hazardous registered courier. This relates to both shipping from us to you and from you to your customer (if this is applicable.) Each box containing hazardous materials must be labelled with the relevant UN numbered label and also at least the first box in each consignment must have attached a TREM card. Please also

note that our hazardous goods are NOT suitable to be shipped via Royal Mail and there can be very large fines relating to anyone caught shipping these products improperly. Details of which of our products are hazardous is as follows:

UN1219

All Lamp Fragrances (PFL7XX, 8XX, 9XX & 1XXX etc)

All Fragrance Lamp Gift Sets that contain Lamp Fragrance (PFL705, 6, 7 etc)

UN1170

WED & WEDF

TLB

DD Giftsets

If you have any doubts about the shipping of these products or which of our products are classified as hazardous please contact us.

Contacting Ashleigh & Burwood

Telephone: +44 (0)1932 267060

Fax: +44 (0)1932 267080

Email: info@ashleigh-burwood.co.uk

Post: Sales

Ashleigh & Burwood Ltd

Heritage House, Pool Road

West Molesey

Surrey

KT8 2NU

UK

Store Demonstration Full Size Tester

One Diffuser supplied free of charge for use as a Store Demonstration Tester, with 2 sales of the same fragrance.*
These items are free of charge if requested when placing an order.

* please note this only applies to sales of the fragrance diffuser and not for refills.

10ml Mini Fragrance Testers with Integral Dipper-stick.

These items are free of charge if requested when placing an order. If ordered separately there is a £12.75 delivery charge. This charge may not be replicated on this website, however you will be contacted directly by one of our Sales Team should the need arise.

Talking Scents –Win stock to the value of £250

Competition open to A&B trade customers only.

Images must be received by midnight on 29th June 2016 to be in with a chance to win.

A winner will be picked from all entries submitted and will be notified no later than 14th July 2016.

The prize is equivalent to a £250 trade order, free of charge to the winner.