

TERMS AND CONDITIONS

Last Updated 15/07/19

These Terms and Conditions apply to the use of this Website and by accessing this Website and/or placing an order you agree to be bound by the Terms and Conditions set out below. Check frequently to view updates or changes to our Terms and Conditions.

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 Ltd reserve the right to:

- (i) modify or withdraw, temporarily or permanently, any Ashleigh & Burwood website (or any part of) 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;
- (ii) change the Conditions from time to time, and your continued use of the this website (or any part of) 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 and 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 Ltd 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.

Privacy

We are committed to safeguarding the privacy of our customers and comply with the data protection regulations applicable to the UK. We will not sell, trade or rent your personal information to others. The [Privacy Policy](#) explains the types of personal data we may collect, how that information is used and what your rights are over your personal data.

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. You will be asked to expressly agree to these Terms and Conditions and our Privacy Policy.

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. Customers wishing to sell goods online must specify this at the time of placing an order. Ashleigh & Burwood Ltd 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 Ltd within 10 working days to enable verification with the eligibility standard. Ashleigh & Burwood Ltd 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 Ltd 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 without notice or explanation at our discretion.

Customer orders

All orders are subject to acceptance in accordance with our Terms & Conditions, Order Acknowledgement Policy and availability. We may require additional verification or information before accepting any order. If the Product you have ordered is not available from stock you will not be able to place an order on the Ashleigh & Burwood 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. An electronic confirmation of receipt of your order will be sent to the email address specified on your account.

Please see our [Delivery](#) page for more information about our Free Delivery Thresholds and minimum order values (where applicable).

All orders placed on the ashleigh-burwood-trade.co.uk website are 'encrypted' to ensure safe transmission to us. We utilise secure server software (SSL) to ensure your information cannot be read as it is transmitted over the Internet. 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 ashleigh-burwoodtrade.co.uk

Order Acknowledgement Policy

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

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.

If you would like to request your order be cancelled, please contact us on +44(0) 1932 267060 or email this information to info@ashleigh-burwood.co.uk as soon as possible. Ashleigh & Burwood Ltd has the right to refuse any cancellation or proposed cancellation of orders placed in writing by the customer if the goods are ready for despatch and a delivery date has been agreed with the customers.

Description of products

All details, descriptions and prices of products appearing on the Ashleigh & Burwood trade 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

Payment can be made via a number of payment methods:

Credit Card

Customers wishing to pay by credit or debit card can make payment via our website. We currently accept payment from Mastercard and Visa credit and debit cards. All online payments are processed and cleared by SagePay online payment services. Customers are also able to call our Customer Operations Team on +44 (0)1932 267060 and make payment by credit or debit card over the telephone.

Please ensure that the card being used is yours, and that all details provided are correct, as incorrect information may cause a delay in processing your order.

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

BACS

Customers can make payment by BACS. Please contact Accounts on +44(0) 1932 267060 for details.

Please note that any additional bank charges incurred in receiving payment must be borne by the customer.

Cheque Customers can make payment via cheque. Please make cheques payable to "Ashleigh & Burwood Ltd". Customers holding proforma accounts with Ashleigh and Burwood Ltd who wish to pay by cheque may be required to wait for their cheque to clear prior to despatch of their goods. Please note that a cheque takes 7 days to become cleared funds. Any additional bank charges incurred in clearing cheques will be borne by the customer.

Credit Accounts

If you would like to open a credit account with Ashleigh & Burwood Ltd please request an 'Application for Credit' form from info@ashleigh-burwood.co.uk. A 30 day account may be opened upon completion of the application form with two satisfactory trade references. Ashleigh & Burwood Ltd will carry out credit checks with credit references agencies in relation to your application. The offer of credit and the limit provided will be at our sole discretion. Failure to adhere to credit terms offered will lead to a withdrawal of the facility. If the facility is not utilised for 12 months or the account has been closed it will cease to be active and in order to secure credit after this, the customers will need to re-apply or trade on a proforma basis. If your account is inactive (no order or despatch of goods) after 12 months, we reserve the right, as our discretion, to close your account giving written notice of 5 working days.

Delivery

Delivery estimates will be given in good faith at the time of acceptance of order and we shall endeavour to adhere to them at all times. We endeavour to despatch all goods within 2 - 3 business days of receipt of payment by credit/debit card, or clearance of funds if paying by cheque or BACS. No responsibility or obligation for any loss arising from delay in delivery shall be accepted by the Ashleigh & Burwood Ltd unless otherwise agreed in writing by both parties.

At the point of delivery, it is the customer's sole responsibility for custody, maintenance and insurance of the goods. The customer must inspect the products upon delivery and inform Ashleigh & Burwood Ltd within 5 working days in writing of any products which are delivered in a damaged or defective state, or of any discrepancy in the quantity of any delivery. Any shortfall in the quantity of products delivered from that stated

in any contract to which these Conditions apply shall not give rise to a claim for damages for breach of contract solely as a result of such shortfall.

Non Delivery must be reported to Ashleigh & Burwood Ltd within 48 hours by telephone of the agreed date of delivery and confirmed in writing within 7 days of the agreed date of delivery. All correspondence should contain customer name, address, account number with Ashleigh & Burwood Ltd and the invoice number that any credit claim relates to.

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 5 working days of receipt of goods, or else a credit/refund cannot be issued.

Returns of Products

The customer shall have no right to require Ashleigh & Burwood Ltd to take back and to give credit for nondefective product delivered to the customer. Should the customer prove to the satisfaction of Ashleigh & Burwood Ltd that products supplied are not in accordance with the specifications of the order or are defective by way of faulty material or workmanship, Ashleigh & Burwood Ltd may at its discretion request the return of the products in question for repair or replacement or issuance of a credit note to the value of the products concerned.

Please contact our Customer Operations Team on +44(0)1932 267060 to discuss any returns.

Retention of title

All goods remain the property of Ashleigh & Burwood Ltd until payment has been cleared in full by our bank. Until that time the customer shall hold them as bailee, store them in such a way that they can be identified as Ashleigh & Burwood Ltd.'s Property and keep them separate from the customer's own property and the property of any person. Although the goods remain Ashleigh & Burwood Ltd.'s property until paid for, they shall be at the customer's risk from the time of delivery and the customer shall insure them against loss or damage accordingly (and in the event of such loss or damage shall hold the proceeds of such insurance on behalf of the Seller as trustee for the Seller).

The customer's right to possession of the goods shall cease if (a) the customer has not paid for the goods in full by the expiry of any credit period allowed by this contract; or (b) the customer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement; or (c) a receiver, liquidator or administrator is appointed in respect of the customer's business. On cessation of the customer's right to possession of the goods in accordance with this clause the customer shall at his own expense make the goods available to Ashleigh & Burwood Ltd and allow repossession of them. (iv) Until such time as payment for the goods has been fully received by Ashleigh & Burwood Ltd, the customer hereby grants Ashleigh & Burwood Ltd, his agents and employees an irrevocable licence to enter any premises where the goods are stored in order to repossess them or inspect them at any time.

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 the above terms of eligibility; who have been issued a valid debit or credit card by a bank acceptable to us; whose application has been accepted; and who have authorised

us to process a charge or charges on their credit card to the amount of the total purchase price for any products which they order.

All Ashleigh & Burwood trade customers agree to respect our trade brand image, our product and our values in their shop, on their website, online shop or social networking 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 anything that can damage Ashleigh & Burwood Ltd.'s brand and reputation.

Ashleigh & Burwood Ltd reserve the right to disable access to our website as our sole discretion in situations when this has been breached.

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.

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, at the request of Ashleigh & Burwood Ltd you will immediately cease using this material.

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.

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 Ltd 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:

- (i) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- (ii) any loss of goodwill or reputation; or
- (iii) any special or indirect or consequential losses; in any case whether or not such losses were within the contemplation of that party at the date on which the event rising rise to the loss occurred.

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 Wales whose Courts will have exclusive jurisdiction in any dispute.

Universal Terms and Conditions

Copyright

All Website design, text, graphics, the selection and arrangement thereof, all software compilations, underlying source code, software (including applets) and all other material on this Website are copyrighted to 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 Website for the sole purpose of placing an order with Ashleigh & Burwood Ltd or using this Website as a shopping resource. Any other use of materials on this Website, 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

Ashleigh & Burwood Ltd as referenced on this Website is the trademark or registered trademark of Ashleigh & Burwood Ltd in the UK and other countries. Other product and company names mentioned on this Website may be the trademarks or registered trademarks of their respective owners.

Sales Aids & Promotional Material

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

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 goods 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 in accordance with the relevant regulations. Please note that our hazardous goods are NOT suitable to be shipped via Royal Mail, and large fines can be levied against anyone caught shipping these products improperly. You can view Material Safety Data Sheets (MSDS) for each product, on the trade website, by clicking 'View MSDS' under each product. If you have any doubts about the shipping of our products or which of our products are classified as hazardous please contact us.

Contact Details

Telephone: +44 (0)1932 267060
Fax: +44 (0)1932 267080
Email: info@ashleigh-burwood.co.uk
Post: Ashleigh & Burwood Ltd
Heritage House,
Pool Road,
West Molesey,
Surrey,
KT8 2NU

T&Cs - Free Fragrance Promotion:

Offer exclusive to bricks and mortar stores.

Promotion to be offered in store, with a purchase of any individual Fragrance Lamp or Fragrance Lamp Gift Set.

Free fragrance is not for resale.

Please note that we reserve the right to invoice for the total quantity of free lamp fragrances despatched (at a rate of £2.80 per unit), if the free bottles are offered for sale separately. The fragrance sent is at the sole discretion of Ashleigh & Burwood.

Offer only available with a carriage paid order.

Free fragrances available while Stocks Last.

Acceptance into the Free Fragrance promotion is at the sole discretion of Ashleigh & Burwood.