

CONSUMER TERMS OF SALE
PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR
ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE
REFERENCE.

1. FORMATION OF THE CONTRACT

1.1 These terms of sale apply to all goods supplied by The Rizues Limited, a company registered in England and Wales under company number 4306095 and whose registered office is at Quayside, Salts Mill Road, Shipley, BD18 3ST (The Supplier).

1.2 No contract exists between you and the Supplier for the sale of any goods until the Supplier has received and accepted your order and sends you confirmation in writing or by email to the address or email address you have given. Once the Supplier does so, there is a binding legal contract between us.

1.3 The contract is subject to your right of cancellation (see below).

1.4 The Supplier may change these terms of sale without notice to you in relation to future sales.

2. DESCRIPTION AND PRICE OF THE GOODS

2.1 The description and price of the goods you order will be as shown in The Supplier's current catalogue or on its website at the time you place your order. All drawings, descriptive matter, specifications and advertising issued by The Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or website are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They will not form part of this contract.

2.2 The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, the Supplier will inform you as soon as possible, and refund or recredit you for any sum that has been paid by you or debited from your credit or debit card for the goods.

2.3 Every effort is made to ensure that prices shown in the Supplier's current price list or shown on its website are accurate at the time you place your order. If an error is found, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, the Supplier will refund or recredit you for any sum that has been paid by you or debited from your debit or credit card for the goods. We reserve the right to revise our prices at any time without prior notice.

2.4 In addition to the price, you will be required to pay a delivery charge for the goods, as shown in the price matrix set out in the Supplier's current price list, or on its website at the time you place your order.

2.5 The price of the goods and delivery charges are exclusive of VAT.

3. PAYMENT

Payment for the goods and delivery charges can be made by any method shown in the Supplier's current catalogue or on its website at the time you place your order.

4. DELIVERY

4.1 The goods you order will be delivered to the address you give when you place your order. If delivery cannot be made to your address, the Supplier will inform you as soon as possible, and refund or recredit you for any sum that has been paid by you or debited from your debit or credit card for delivery.

4.2 If there is no one at the address given who is competent to accept delivery of the goods, you will be notified of an alternative delivery date or a place to collect the goods.

4.3 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. We aim to deliver within two working days following the date of order. If an item is out of stock, the Supplier will contact you. However, the Supplier will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery.

4.4 If the Supplier has delivered the wrong, or damaged, goods to you then you are to notify the Supplier within forty eight hours of delivery giving the Supplier full details of the damaged or incorrect goods. We will only accept returns of such damaged or incorrect goods notified to the Supplier by hand or post, fax or email, at the address, fax number or email address shown on the Supplier's website within the relevant time period. The Supplier will give you the option of a refund or replacement of goods and will collect damaged or incorrect goods from your delivery address.

4.5 You will become the owner of the goods you ordered and responsible for risk of loss of or damage to them once they have been delivered to you.

5. YOUR RIGHT OF CANCELLATION

5.1 You have the right to cancel the contract at any time up to the end of seven working days after you receive the goods (see below). A working day is any day other than weekends and bank or other public holidays.

5.2 To exercise your right of cancellation, you must give written notice to the Supplier by hand or post, fax or email, at the address, fax number or email address shown on the Supplier's website, giving details of the goods ordered, the order number, the reason for cancellation, the original invoice number and (where appropriate) their delivery address.

5.3 If you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods within 30 days of cancellation to the Supplier at your own cost. The goods must be returned to the address shown on the Supplier's website. You must take reasonable care to ensure the goods are not worn, or laundered, or modified, or embroidered, or damaged in the meantime or in transit.

5.4 Once you have notified the Supplier that you are cancelling the contract, the Supplier will refund or recredit you within 15 working days of receipt of goods, subject to condition 5.3, for any sum that has been paid by you or debited from your credit card for the goods.

5.5 If you do not return the goods as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.

5.6 You do not have the right to cancel the contract if the order is for goods ordered to your own specification or if your logo has been embroidered onto the goods, or if goods by their nature cannot be returned or are liable to deteriorate or expire rapidly. The Supplier will notify you at the time your order is accepted if this applies.

6. WARRANTY

6.1 All goods supplied by the Supplier are warranted free from defects for 12 months from the date of supply. This warranty does not affect your statutory rights as a consumer.

6.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, failure to follow garment care and washing instructions, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by

the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out on goods without the Supplier's approval.

6.3 If the goods supplied to you develop a defect while under warranty, or you have any other complaint about the goods, you should notify the Supplier in writing at the address or email address shown on the Supplier's website.

6.4 If the defect in the goods arises from any defect in any drawing, design, or specification supplied or approved by you this warranty does not apply and the Supplier cannot be held liable.

6.5 Any goods replaced will belong to the Company and any repaired or replacement goods will be guaranteed on these terms for the unexpired portion of the 12 month period.

7. INTELLECTUAL PROPERTY

7.1 The goods or the Supplier's catalogue or price list may contain intellectual property belonging to third parties. By advertising and supplying the goods the Supplier does not purport to grant an express or implied licence to any intellectual property belonging to a third party that may be contained in the goods or the Supplier's catalogue or price list. The Supplier assumes no responsibility for the identification, validation, discovery, disclosure, or licensing of intellectual property in the goods or the Supplier's catalogue or price list. You agree to indemnify the Supplier and keep it fully indemnified against all liabilities, losses, actions, proceedings, claims, costs, demands and expenses brought or made against or incurred by the Supplier arising by reason of you directly or indirectly using the intellectual property contained in the goods or the Supplier's catalogue or price list without first obtaining any necessary consents, licences or registrations from such third parties.

7.2 The goods or the Supplier's catalogue or price list may also contain intellectual property rights that belong to the Supplier. Without the Supplier's prior permission you shall not display or use in any manner the intellectual property in the goods or the Supplier's catalogue or price list that belong to the Supplier. Any rights not expressly granted herein are reserved.

8. APPLICABLE LAW

These terms of sale and the supply of the goods will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.