

The Red Clothing Company Limited – Terms and Conditions

These Terms and Conditions are the standard terms for the sale of goods by us, The Red Clothing Company Limited.

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Calendar day” means any day of the week;

“Contract” means the contract for the purchase and sale of the Goods, as explained in Clause 2;

“Customer” means you, the individual, firm or corporate body placing an Order with us;

“Goods” means the goods which are to be supplied by us to you as specified in your Order (and confirmed in our Order Confirmation);

“Price” means the price payable for the Goods;

“Special Price” means any special offer price payable for Goods which we may offer from time to time;

“Order” means your order for the Goods;

“Order Confirmation” means our acceptance and confirmation of your Order as described in Clause 2;

“We/Us/Our” means The Red Clothing Company Limited, a company registered in England under number 09522945, whose registered office is at 14 St Swithins Close, Kettering, Northamptonshire, NN15 5UR, and includes all employees and agents of The Red Clothing Company Limited; and

“Website” means www.theredclothingcompany.com.

Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

2. The Contract

These Terms and Conditions govern the sale of Goods by us and will form the basis of the Contract between you and us. Before placing your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our discretion, accept.

A legally binding contract between you and us will be created upon our acceptance of your Order, indicated by our Order Confirmation. Order Confirmations will be provided in writing.

We will ensure that the following information is given or made available to you prior to the formation of the Contract between you and us, unless such information is already apparent from the context of the transaction:

2.4.1 The main characteristics of the Goods;

2.4.2 Our identity (set out above in sub-Clause 1.1) and contact details (set out below in Clause 13);

2.4.3 The total Price for the Goods including taxes;

2.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;

2.4.5 The arrangements for payment, delivery and the estimated time by which we undertake to deliver the Goods;

2.4.6 Our complaints handling policy.

3. Description and Specification of Goods

We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in our sales and marketing literature and on our Website. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process and differences in the colour reproduction of electronic displays. The RGB and CMYK colour codes are listed on our website, however, it is your responsibility to check these.

If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

All Goods are bespoke and will be produced to your specifications and requirements, therefore, please ensure that all information that you provide to us is correct, accurate and complete.

It is your responsibility to check measurements using the size guide provided on our Website and the Goods will be manufactured to the sizes ordered by you. Further information on the details we will require with your Order can be found on our Website.

We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

4. Design & Customisation

The ordering system on the Website will provide options for garment colours, as well as lettering colours, fonts and positioning. The options provided are the only options available. The visual proof must be accepted by you before we will issue the Order Confirmation and proceed to manufacture. It is your

responsibility to check for mistakes at this stage and we accept no responsibility for the same.

The Goods will produced exactly as shown on the accepted visual proof, however, please note certain colours may look different on electronic displays. The RGB and CMYK colour codes are listed on our website, however, it is your responsibility to check these. Colours of lettering may also differ dependant on the colour of the garment to which they are applied and due to unavoidable variances in the composition of the garment.

Samples can be requested but will be charged for at our discretion.

5. Orders

All Orders will be subject to these Terms and Conditions.

Certain Goods will only be supplied in the minimum units stated on our Website, or in multiples of those units. Orders received for quantities other than these minimum units will be adjusted accordingly.

As all Goods are bespoke, Orders cannot be changed once the Order Confirmation has been sent.

We will only accept changes to Orders if we are reasonably able to accommodate your request without additional work. If your Order is changed, we will inform you of any change to the Price in writing.

As all Goods are bespoke, Orders cannot be cancelled by you under any circumstances once the Order Confirmation has been sent.

We may cancel your Order at any time before we despatch the Goods in the following circumstances:

5.6.1 The Goods are no longer in stock and we are unable to re-stock (if, for example, the Goods are discontinued); or

5.6.2 An event outside of our control continues for more than 60 days (please see Clause 12 for events outside of our control).

If we cancel your Order under sub-Clause 5.6 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 14 days. If we cancel your Order, the cancellation will be confirmed by us in writing.

6. Price and Payment

The Price of the Goods will be that shown our Website in force at the time of your Order.

If we quote a Special Price which is different to the Price shown in our current sales and marketing literature or on our Website, the Special Price will be valid for 7 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if we do not accept the Order until after the period has expired.

Our Prices may change at any time but these changes will not affect any Orders that we have already accepted.

We have made every reasonable effort to ensure that our Prices, as shown in our current sales and marketing literature and on our Website are correct. However, should the actual Price of the Goods be lower than that stated on our Website, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). Prices will be checked when we process your Order.

All Prices include VAT, where applicable. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where we have already received payment in full from you.

Our Prices include the cost of UK delivery unless otherwise specified. Overseas deliveries will incur additional costs. Any such additional costs will be detailed in the Order Confirmation.

All payments for Goods must be made in advance upon placing your Order.

We accept payment via merchant services on our Website. We have chosen this method to provide compliant secure payment services and the transaction will go through the merchant services website. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the merchant service company’s terms and conditions and a separate contractual relationship is created between you and this other company.

7. Delivery

When we provide you with an Order Confirmation, we will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, delays at customs for deliveries overseas, and circumstances beyond our control.

Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods.

Orders will be despatched by courier, unless otherwise specified. Orders sent by courier may incur re-delivery charges if we are unable to deliver the Goods at your chosen delivery address. In any event, should your Order not arrive by the estimated delivery date, you should contact us in writing as soon as possible so we can investigate.

The responsibility (sometimes referred to as the “risk”) for the Goods remains with us until delivery is complete as defined in sub-Clause 7.2, at which point it will pass to you.

You own the Goods once delivery has taken place in accordance with clause 7.2.

8. Returning Incorrect Goods

If you receive Goods that are incorrect, caused by a mistake made by us in production, alteration or delivery, you have the right to return them in

- exchange for a refund or a replacement, subject to the provisions of this Clause 8. This Clause 8 does not apply to Goods that are faulty. For Goods that are faulty, please see Clause 9.
- 8.2 Goods which are incorrect as a result of incorrect information that you have supplied to us cannot be returned, as set out in sub-Clause 3.6.
- 8.3 If you wish to return Goods to us under this Clause 8 you must do so within 7 Calendar days of taking delivery.
- 8.4 All Goods must be returned to us under this Clause 8 in their original condition accompanied by proof of purchase.
- 8.5 Goods must be returned to us by recorded delivery only. For Goods returned under this Clause 8, we will reimburse you for any reasonable postage or shipping costs. Please contact us in writing before arranging the delivery and we will advise how to proceed.
- 8.6 Upon receipt of the returned Goods, we will investigate the error and should the claim be found to be correct, refunds or replacements will be issued to you within 14 days of our receipt of the Goods if you return Goods to us by post or similar delivery service or if we collect the Goods from you.
- 9. Returning Damaged or Faulty Goods**
- 9.1 If you receive Goods that are damaged or faulty, you have the right to return them in exchange for a refund or replacement, subject to the provisions of this Clause 9. This Clause 9 does not apply to Goods that are incorrect. Please refer to Clause 8 above for incorrect Goods.
- 9.2 If you wish to return Goods to us under this Clause 9, please do so as soon as reasonably possible after discovering the damage or fault, and in any event within 30 Calendar days from the date of delivery. Please contact us to inform us of the fault and to arrange the return and your refund or replacement.
- 9.3 This Clause 9 only applies to Goods that are damaged or faulty when you receive them. Faults or damage caused by normal wear and tear or improper treatment does not entitle you to return Goods under this Clause 9. We may require you to prove that the Goods in question were faulty on receipt if you return them to us under this Clause 9.
- 9.4 This Clause 9 does not apply if you purchased the Goods having been told by us of the particular damage or fault (if, for example, the Goods were sold as 'seconds', or at a discounted rate).
- 9.5 Goods must be returned to us by recorded delivery only. For Goods returned under this Clause 9, we will reimburse you for any reasonable postage or shipping costs. Please contact us in writing before arranging the delivery and we will advise how to proceed.
- 9.6 Upon receipt of the returned Goods, we will investigate the error and should the claim be found to be correct, refunds or replacements will be issued to you within 14 days of our receipt of the Goods if you return Goods to us by post or similar delivery service or if we collect the Goods from you.
- 10. Guarantee**
- 10.1 We warrant to you that any Goods purchased from us through our Website match our description, are of satisfactory quality and fit for the purpose for which the Goods of such kind are commonly supplied. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or from the Office of Fair Trading.
- 10.2 We cannot guarantee any defects in the Goods caused by:
- 10.2.1 Normal wear and tear;
- 10.2.2 Deliberate damage and/or misuse of the Goods;
- 10.2.3 Accidental damage;
- 10.2.4 Failure to use the Goods in accordance with our instructions; or
- 10.2.5 The alteration of the Goods by you or any third party that is not authorised by us.
- 11. Our Liability**
- 11.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 11.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 11.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 11.4 Furthermore, nothing in these Terms and Conditions seeks to exclude or limit our liability with respect to your rights as a consumer, including your rights under the Consumer Rights Act 2015.
- 12. Events Outside of Our Control (Force Majeure)**
- 12.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.
- 12.2 If any event described under this Clause 12 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:
- 12.2.1 We will inform you as soon as is reasonably possible;
- 12.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that we are bound by will be extended accordingly;
- 12.2.3 We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 12.2.4 If the event outside of our control continues for more than 60 days, we will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
- 13. Communication and Contact Details**
- 13.1 If you wish to contact us, you may do so via the contact form on our Website.
- 13.2 In certain circumstances you must contact us in writing (when cancelling an Order, for example). When contacting us in writing, you may email us or at the address listed on our Website or via the contact form on our Website.
- 14. Complaints and Feedback**
- 14.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 14.2 All complaints are handled in accordance with our complaints handling policy and procedure, available on request.
- 14.3 If you wish to complain about any aspect of your dealings with us, please contact us in writing.
- 14.4 If you have a dispute, you are entitled to use the EU Online Dispute Resolution Platform available at <http://ec.europa.eu/consumers/odr/>.
- 15. How We Use Your Personal Information (Data Protection)**
- 15.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 15.2 We may use your personal information to:
- 15.2.1 Provide our Goods and services to you;
- 15.2.2 Process your payment for the Goods; and
- 15.2.3 Inform you of new products and services available from us. You may request that we stop sending you this information at any time.
- 15.3 We will not pass on your personal information to any other third parties without first obtaining your express permission.
- 16. Other Important Terms**
- 16.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) your obligations and rights, including the benefit of the guarantee in Clause 10, under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 16.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 16.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 17. Governing Law and Jurisdiction**
- 17.1 These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17.2 Any dispute, controversy, proceedings or claim between us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.