

## Exchange / Returns Form

**Important** - Please complete this form using **BLOCK CAPITALS**. All sections marked with an asterisk (\*) denotes a required field. Failure to complete this form in full, may result in the item(s) being returned to you, and / or no refund given.

Any Questions? Please contact us on: **08450 525 125** or visit [www.romanathome.com](http://www.romanathome.com)

### 1 Customer Details\*

Full Name \_\_\_\_\_ Email \_\_\_\_\_  
 Address \_\_\_\_\_ Daytime Tel ( ) \_\_\_\_\_  
 \_\_\_\_\_ Evening Tel ( ) \_\_\_\_\_  
 Town \_\_\_\_\_  
 County \_\_\_\_\_  
 Postcode \_\_\_\_\_

#### Original Order Number\*

This can be found on your order confirmation or invoice

How would you like us to handle your return? Please tick\*

Full Refund  Gift Vouchers  Exchange  (Please complete Sections 2 & 3)

### 2 Items Being Returned\*

| Product Code | Qty | Product Description | Reason for Return<br><small>(please use options below)</small> |   |   |   |
|--------------|-----|---------------------|--|---|---|---|
|              |     |                     | 1  | 2 | 3 | 4 |
|              |     |                     | 1  | 2 | 3 | 4 |
|              |     |                     | 1  | 2 | 3 | 4 |
|              |     |                     | 1  | 2 | 3 | 4 |
|              |     |                     | 1  | 2 | 3 | 4 |

1 Unwanted Product  
  2 Ordered by Mistake  
  3 Wrong Product Received  
  4 Product damaged upon delivery

### 3 To Be Exchanged For

| Product Code | Qty | Product Description | Promo Code<br>(if applicable) | Current Price on the<br>Roman at Home website /<br>brochure |
|--------------|-----|---------------------|-------------------------------|---|
|              |     |                     |                               | £ .   |
|              |     |                     |                               | £ .   |
|              |     |                     |                               | £ .   |
|              |     |                     |                               | £ .   |
|              |     |                     |                               | £ .   |
|              |     |                     |                               | <b>Delivery Charge</b> £ 4 . 95                             |
|              |     |                     |                               | <b>Total</b> £ .  |

Note: If the value of the exchanged goods exceed that of the returned goods, please include a cheque for the difference payable to Roman at Home Ltd. All prices are to be inclusive of VAT. We **will not** charge you for delivery on exchanged goods where the reason for return was due to incorrect or damaged goods received.

#### Terms & Conditions

Please tick this box to state that you have read and agree to the terms and conditions printed overleaf . All Returns are to be sent to the address shown at the top right of this page.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

# Terms And Conditions

This page (together with the documents referred to in it) tells You the terms and conditions on which we supply any of the products (Products) listed on Our website romanathome.com (Our Site) or Our brochure (**Brochure**) to You. Please read these terms and conditions carefully before ordering any Products from Our Site or Our Brochure. You should understand that by ordering any of Our Products, You agree to be bound by these terms and conditions. You should print and keep a copy of these terms and conditions for future reference. If You are ordering on Our Site, please click on the button marked "I Accept" at the end of these terms and conditions if You accept them. Please understand that if You refuse to accept these terms and conditions, You will not be able to order any Products from Our Site.

1. **Information About Us**

romanathome.com is a site operated by Roman at Home Ltd (We). We are registered in England and Wales under company number 06594681 and with Our registered office at Whitworth Avenue, Aycliffe Industrial Park, Newton Aycliffe, County Durham, United Kingdom, DL5 6YN and are a wholly owned subsidiary of Roman Limited. Our VAT number is [GB873307517].
  2. **Service Availability**

Our Site is only intended for use by people resident in the Serviced Countries (*United Kingdom of Great Britain and Northern Ireland, excluding, Isle of Wight, Isle of Man and Channel Islands*). We do not accept orders from individuals outside those countries.
  3. **Your Status**
  - 3.1 By placing an order through Our Site or Our Brochure, You warrant that:
    - 3.1.1 you are legally capable of entering into binding Contracts; and
    - 3.1.2 you are at least 18 years old;
  - 3.2 by placing an order through Our Site you also warrant that:
    - 3.2.1 you are resident in one of the Serviced Countries; and
    - 3.2.2 you are accessing Our Site from that country.
  4. **How the Contract Is Formed Between You and Us**
  - 4.1 If You have placed an order through Our Site:
    - 4.1.1 after placing an order, You will receive an e-mail from Us acknowledging that We have received Your order. Please note that this does not mean that Your order has been accepted. Your order constitutes an offer to Us to buy a Product. All orders are subject to acceptance by Us and we will confirm such acceptance to You by sending You an e-mail that confirms that the Product has been dispatched (the Dispatch Confirmation) and the Contract between Us (Contract) will only be formed when We send You the Dispatch Confirmation;
    - 4.1.2 the Contract will relate only to those Products whose dispatch We have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of Your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.
  - 4.2 If You have placed an order by mail or telephone:
    - 4.2.1 any order placed by You is an offer by You to enter into a binding contract which We are free to accept or decline at Our absolute discretion;
    - 4.2.2 these terms and conditions will be binding on You and Us when Your order has been accepted, processed and sent to You at which point a contract shall come into existence between Us (**Contract**).
  5. **Our Status**

We may also provide links on Our Site to the websites of other companies, whether affiliated with Us or not. We cannot give any undertaking, that products You purchase from third party sellers through Our Site, or from companies to whose website We have provided a link on Our Site, will be of satisfactory quality and any such warranties are DISCLAIMED by Us absolutely. This DISCLAIMER does not affect Your statutory rights against the third party seller. We will notify You when a third party is involved in a transaction, and We may disclose Your customer information related to that transaction to the third party seller.
  6. **Consumer Rights**
  - 6.1 If You are contracting as a consumer, You may cancel a Contract at any time within seven working days, beginning on the day after You received the Products. In this case, You will receive a full refund of the price paid for the Products in accordance with Our refunds policy (set out in condition 10 below).
  - 6.2 To cancel a Contract, You must inform Us in writing using the returns form provided on Our Site or by post or email on request (Please call 08450 525 125 for this form). You must also return the Product(s) to Us immediately, in the same condition in which You received them, unused, and in the original packaging and at Your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in Your possession. If You fail to comply with this obligation, We may have a right of action against You for compensation.
  - 6.3 You will not have any right to cancel a Contract for the supply of any of the following Products:
    - 6.3.1 Razors;
    - 6.3.2 Toiletries including, without limitation body lotions, creams, shower gel, shampoo, liquid soaps, shaving cream, gift sets including any of the above and/or razors.
  - 6.4 Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation where you order through Our Site, in Our Brochure or by Our sales team where You order by telephone. This provision does not affect Your statutory rights.
  7. **Availability and Delivery**
  - 7.1 Where You place Your order through Our Site, Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances. Where you place Your order by mail order or telephone Your order will be fulfilled by a delivery date set out in Our order acceptance or within 30 days of receipt of notification by You that the Products are ready in accordance with clause 4.2. Notwithstanding the provisions of this condition, We will not be liable or responsible to You or found to be in breach of Contract due to any delay in performing any of Our obligations under the Contract where such delay was outside of Our reasonable control.
  - 7.2 Your first order placed with Us will only be delivered by Us to the billing address provided.
  8. **Risk and Title**
  - 8.1 The Products will be at Your risk from the time of delivery.
  - 8.2 Ownership of the Products will only pass to You when We receive full payment of all sums due in respect of the Products, including delivery charges and the Products are delivered.
  9. **Price and Payment**
  - 9.1 The price of any Products will be as quoted on Our Site or in Our Brochure from time to time, except in cases of obvious error.
  - 9.2 These prices include VAT but exclude delivery costs, which will be added to the total amount due as set out in Our Delivery Guide.
  - 9.3 Prices are liable to change at any time, but changes will not affect orders in respect of which We have already sent You a Dispatch Confirmation.
  - 9.4 Our Site and Brochure contain a large number of Products and it is always possible that, despite Our best efforts, some of the Products listed may be incorrectly priced or may not be in stock. We will normally verify prices and stock as part of Our dispatch procedures so that where a Product's correct price is less than Our stated price, We will charge the lower amount when dispatching the Product to You or if the product is out of stock, We can inform You of any potential delay. If a Product's correct price is higher than the price stated on Our Site or in Our Brochure, We will normally, at Our discretion, either contact You for instructions before dispatching the Product, or reject Your order and notify You of such rejection.
  - 9.5 We are under no obligation to provide the Product to You at the incorrect (lower) price, even after We have sent You a Dispatch Confirmation. If the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mis-pricing.
  - 9.6 Payment for all Products purchased through Our Site must be by credit or debit card. Payment for all Products purchased by mail order or telephone may be purchased by credit or debit card or cheque made payable to Roman at Home Limited. We accept payment with Visa, MasterCard, Switch and Delta. Your credit or debit card will be charged at point of order.
  - 9.7 All debit or credit card payments will be processed by Streamline, Sagepay is used by Us to verify credit and debit card details to enable Us to process Your order.
  - 9.8 A delivery charge of £4.95 per delivery address applies.
  - 9.9 We have a clearance section on Our Site. Reductions shown will be reductions from the original price charged on Our Site or special offers.
  10. **Our Refunds Policy**
  - 10.1 When You return a Product to Us:
    - 10.1.1 because you have cancelled the Contract between us within the seven-day cooling-off period (see condition 6.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of Your cancellation. In this case, We will refund the price of the Product in full, including the cost of sending the item to You. However, You will be responsible for the cost of returning the item to Us.
    - 10.1.2 because You have notified Us in accordance with paragraph 20 that You do not agree to any change in these terms and conditions or in any of Our policies, or because You claim that You are not entirely satisfied with the Product or that the Product is defective, We will examine the returned Product and will notify You of Your refund via e-mail or post as appropriate within a reasonable period of time. We will usually process the refund due to You as soon as possible and, in any case, within 30 days of the day We confirmed to You via e-mail or post that You were entitled to a refund for the defective Product. Products returned by You because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to You and the cost incurred by You in returning the item to Us. Notification of return of Products in accordance with this condition 10.1.2 must be received within (30) days of delivery.
  - 10.2 We will usually refund any money received from You using the same method originally used by You to pay for Your purchase.
  - 10.3 Other than in the circumstances referred to at condition 10.1.1 or 10.1.2 above, You shall have no rights to cancel the Contract between Us or return Products to Us.
  - 10.4 If You return Products to Us in accordance with this condition, it is recommended that You obtain proof of posting.
  11. **Our Liability**
  - 11.1 We warrant to You that any Product purchased from Us through Our Site is of satisfactory quality and reasonably fit for all the purposes for which Products of the same kind are commonly supplied.
  - 11.2 Our liability for losses or damages suffered by You as a result of Us breaking this Agreement is strictly limited to the purchase price of the Product You purchased.
  - 11.3 This does not include or limit in any way Our liability:
    - 11.3.1 for death or personal injury caused by Our negligence;
    - 11.3.2 under section 2(3) of the Consumer Protection Act 1987;
    - 11.3.3 for fraud or fraudulent misrepresentation; or
    - 11.3.4 for any matter for which it would be illegal for Us to exclude, or attempt to exclude, Our liability.
  - 11.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:
    - 11.4.1 loss of income or revenue;
    - 11.4.2 loss of business;
    - 11.4.3 loss of profits or Contracts;
    - 11.4.4 loss of anticipated savings;
    - 11.4.5 loss of data; or
    - 11.4.6 waste of management or office time however arising and whether caused by tort (including negligence), breach of Contract or otherwise;
- provided that this condition 11.4 shall not prevent claims for loss of or damage to Your tangible property that fall within the terms of condition 11.1 or condition 11.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this condition 11.4.
12. **Description**
  - 12.1 All specifications and descriptions of Products where on Our Site or in Our Brochure are general and approximate by nature although We will endeavour to ensure that all specifications, descriptions and photographic reproductions of Products are as accurate as possible.
  - 12.2 We cannot accept liability for variations in colour on Our Site, in Our Brochure or caused by the computer systems used by You. We do not give any warranty as to the accuracy or completeness of any information provided on Our Site or in Our Brochure nor can We guarantee that Your use of Our Site will be uninterrupted or error free.
  13. **Intellectual Property Rights**

All copyright, trademarks and other similar rights existing on or in Our Site or Our Brochure or in the content used in Our Site or Our Brochure are owned exclusively by us or Our licensors and You do not have any right of use or reproduction of the same except for the purpose of using Our Site or Our Brochure.
  14. **Written Communications**

Applicable laws require that some of the information or communications that We send to You should be in writing. Where You have dealt with Us by mail or telephone You accept that communication with Us will be mainly by post and for contractual purposes. You agree to this method of communication. When using Our Site, You accept that communication with Us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on Our Site. For contractual purposes, You agree to this electronic means of communication. You acknowledge that all Contracts, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.
  15. **Notices**

All notices given by You to Us must be given to Roman at Home Ltd at Whitworth Avenue, Aycliffe Industrial Park, Newton Aycliffe, County Durham, United Kingdom, DL5 6YN. We may give notice to You at either the e-mail or postal address You provide to Us when placing an order, or in any of the ways specified in condition 13. Notice will be deemed received and properly served immediately when posted on Our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
  16. **Transfer of Rights and Obligations**
  - 16.1 The Contract between You and Us is binding on You and Us and on Our respective successors and assigns.
  - 16.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of Your rights or obligations arising under it, without Our prior written consent.
  - 16.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of Our rights or obligations arising under it, at any time during the term of the Contract.
  17. **Events Outside Our Control**
  - 17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under a Contract that is caused by events outside Our reasonable control (Force Majeure Event).
  - 17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Our reasonable control and includes in particular (without limitation) the following:
    - 17.2.1 strikes, lock-outs or other industrial action;
    - 17.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
    - 17.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
    - 17.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
    - 17.2.5 impossibility of the use of public or private telecommunications networks;
    - 17.2.6 the acts, decrees, legislation, regulations or restrictions of any government.
  - 17.3 Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under the Contract may be performed despite the Force Majeure Event.
  18. **Waiver**
  - 18.1 If We fail, at any time during the term of a Contract, to insist upon strict performance of any of Your obligations under the Contract or any of these terms and conditions, or if We fail to exercise any of the rights or remedies to which We are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.
  - 18.2 A waiver by Us of any default shall not constitute a waiver of any subsequent default.
  - 18.3 No waiver by Us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with condition 15 above.
  19. **Severability**

If any of these Terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
  20. **Entire Agreement**
  - 20.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between Us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between Us, whether oral or in writing.
  - 20.2 We each acknowledge that, in entering into a Contract, neither of Us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between Us prior to such Contract except as expressly stated in these terms and conditions.
  - 20.3 Neither of Us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of Contract as provided in these terms and conditions.
  21. **Our Right to Vary These Terms and Conditions**
  - 21.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting Our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in Our system's capabilities.
  - 21.2 You will be subject to the policies and terms and conditions in force at the time that You order Products from Us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by You), or if We notify You of the change to those policies or these terms and conditions before We send You the Dispatch Confirmation (in which case We have the right to assume that You have accepted the change to the terms and conditions, unless You notify us in the ordinary written seven working days or shorter by You of the contrary).
  22. **Rights of Third Parties (exclusion)**
  - 22.1 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
  - 22.2 No term of this Agreement shall be enforceable by a third party (being any person other than the parties).
  23. **Law and Jurisdiction**

Contracts for the purchase of Products through Our Site or Our Brochure and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.