

TERMS AND CONDITIONS

1. INFORMATION ABOUT US

1.1 This site (www.candlesnaturally.com) is owned and operated by Candles Naturally. We are registered in England and Wales under company number 03465820 and our registered office is at C4, Deacon Trading Estate, Tower Lane, Eastleigh, SO50 6RS. Our VAT number is GB 883 947 760. Our email address is: info@candlesnaturally.co.uk

1.2 Access to and use of this website and the products and search services available through this website are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of these terms, conditions and notices, without modification. Furthermore, we may update the Terms of Services from time to time.

1.3 This website may also contain links to other websites, web pages and services through links, which are not operated by candlesnaturally.co.uk. Your use of such Linked Sites will be subject to terms of service contained within each site and the respective terms of service will control the use of the respective site. In any event your link through to such a site will be subject to these Terms of Service. You recognise that candlesnaturally.co.uk has no control over such Linked Sites and information, and you accept that candlesnaturally.co.uk provides no guarantee as to the accuracy or reliability or the information contained on them and you agree that we shall have no responsibility as to whether such links locate unintended or objectionable content or otherwise cause you distress, loss or damage.

2. YOUR STATUS

By placing an order through our site, you warrant that:

2.1.1 You are legally capable of entering into binding contracts;

2.1.2 You are at least 18 years old;

2.1.3 You are resident in one of the Serviced Countries; and

2.1.4 You are accessing our site from that country.

3. ELECTRONIC RETAILING OF PRODUCTS AND SERVICES

3.1 By making an order you are offering to purchase a product, which we will accept to sell to you on the following Terms and Conditions. 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 availability and 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 contract between us will only be formed when we send you the dispatch confirmation.

3.2 We will not process your order until payment has been received in full. If you make a mistake with your order, you may be able to correct any mistakes made by email prior to your order being processed. If your order has already been processed, you will be unable to

amend your order. If your order has already been dispatched, please return the Products to us in accordance with our Returns Policy.

3.3 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. We are entitled to refuse any order made by you for any reason.

3.4 When making a request you undertake that all details you provide to us requesting goods or services are true and accurate, that you are an authorised user of the credit or debit card used to make your request and that there are sufficient funds to cover the cost of the goods and services. It is your responsibility to inform us of any changes to these details as soon as possible.

3.5 The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

4. AVAILABILITY & DELIVERY

4.1 Despatch times may vary according to availability and any guarantees warranties or representations made as to delivery times are limited to mainland UK and are on the basis that we are not responsible for any delay in delivery occurring due to postal delays or force majeure. Candles Naturally is absolutely entitled to refuse any request made by you.

4.2 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.

5. PRICE & PAYMENTS

5.1 Payment for all Products must be by credit or debit card. We accept payment with Visa Debit, Visa Credit, Visa Electron, MasterCard, Maestro, and Solo Card. We will charge your credit or debit card when you place an order with us but before we have accepted the order. Please note that Candles Naturally does not accept cash or cheque as payment online.

5.2 The price of any products will be as quoted on our site from time to time, except in cases of obvious error. These prices include VAT but exclude delivery costs, which will be added to the total amount due. 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. Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices 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. If a Product's correct price is higher than the price stated on our site, 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. 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 mispricing.

5.3 We use WorldPay to collect/process transaction information.

6. IMPORT DUTY

6.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order. Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

7. REFUNDS AND RETURNS

7.1 Please refer to our 'Returns Policy' for details of how to return a product to us.

7.2 For any other reason (for instance, because you have notified us that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund or replacement via e-mail within a reasonable period of time. We will usually process the refund or replacement due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund or replacement for the defective Product. Products returned by you because of a defect will either be replaced or 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. Unfortunately, if an item is not damaged we will not be able to refund the postage you paid to get your order delivered to you.

7.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will not accept returns from other websites that sell Candles Naturally Products.

7.4 If we do not accept your order, we will refund the price paid by you as soon as possible and, in any case, within 30 days of our non-acceptance of your order.

7.5 We are not responsible for and will not refund any fees or charges imposed by your bank, building society or credit card company for processing any transaction or refund in relation to your Order.

7.6 In addition to our returns policy, you can cancel your contract with us at any time within 7 working days beginning on the day after you receive the product(s) which are subject to the contract ("cooling-off period"). To cancel your contract, you must notify us by email within the 7-day Cooling-Off Period to: info@candlesnaturally.co.uk

7.7 You must then return the products as outlined in accordance with our Returns Policy. Notification of return of your products via the online procedure will not constitute notification of cancellation of your order for the purposes of your statutory rights to cancel the contract. Please note that in order to cancel your contract, you must return all the products that were covered by the order. You must take reasonable care of the products that you wish to cancel and not use or light them. If you cancel your contract with us, we will refund the amount due to you, including delivery charges, within 30 days of the day you have given notice of your cancellation.

8. OWNERSHIP OF RIGHTS

8.1 All rights in this website are owned by or licensed to Candles Naturally. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Candles Naturally. You may not modify, distribute or re-post anything on this website for any purpose.

9. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

9.1 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.

9.2 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 to the contrary within seven working days of receipt by you of the Products).

10. AFTER SALE SERVICE

10.1 Questions, comments or requests regarding these terms and conditions or our Products should be addressed to info@candlesnaturally.co.uk. If you have any complaints these should be addressed by email to info@candlesnaturally.co.uk.