

Terms & conditions of sale for Rock Bottom (www.rock-bottom.co.uk)

Please read this information carefully before placing any orders. By using this website you will have indicated your agreement to its terms & conditions of sale.

Contract

When you place an order with Rock Bottom we will send you an e-mail confirming receipt of your order and include details of your order. Your order is an offer to us to purchase a product(s), which is accepted by us when we send an e-mail confirmation to you. Any additional product(s) not listed on that confirmation e-mail do not form part of that contract.

After acceptance of an order by us we have the right to terminate any contract if the goods ordered are no longer available, incorrectly priced or we have not received cleared funds for payment. Any alternative offer will be communicated to you by e-mail with full details of the offer and the period for which the offer will be available.

These contract terms may be amended for any future sales to you without notice of change.

Description of goods

We take great care to ensure that all product information, pricing and stock availability is correct at all times. All goods are offered subject to availability. All prices displayed on the website do not include any delivery costs. If, after receipt of your order, the listed item(s) is no longer available we will not process your order and any funds paid will be refunded to your credit card to the value of those goods including any upfront delivery costs and the contract will be cancelled. If any error is found with the order (goods unavailable or incorrectly priced) we will notify you as soon as possible (within 10 days) and offer an alternative item(s) or pricing. If we do not then receive confirmation of the order within 10 days we will cancel that order and refund any monies paid.

Prices are subject to change without notice. Prices are inclusive of VAT (where applicable).

Rock Bottom make every effort to display as accurately as possible the colours of the products that appear on our website. However, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery.

All sizes and measurements are approximate, however we do make every effort to ensure they are as accurate as possible. We sell products from many regions of the world and some countries sizes may differ from UK sizes. Where possible we will indicate UK sizes. Please refer to the size guide for clarification.

Payments

We will only accept payment from the methods displayed on the website. Goods will not be despatched until we receive cleared funds and the order will be cancelled if all funds are not available. All transactions must be in UK Sterling only.

Delivery

We are a UK based company delivering to the UK mainland, the USA and the European Union. We reserve the right to refuse and cancel any order that does not meet this criteria. All orders received before 2.00 pm on a working day** will be processed that day using the delivery option chosen and subject to stock availability. If we have any problem with delivery to your address we shall notify you as soon as possible. We will not accept any liability for failure to deliver any goods within a specified timescale or any damage caused by any events beyond our control.

If you refuse to accept a delivery because of cancellation under the Distance Selling Regulations (see cancellations) we will refund any monies paid within 30 days minus any delivery charges incurred by us.

Whilst every effort to complete delivery to you will be made, we will not be liable for any loss or damage to you by any delay in delivery completion.

Our carrier requires immediate notification of missing or damaged items. If upon receipt of your delivery any packaging is in poor condition and you are unable to check the delivery contents then please sign for the delivery as “unchecked”. If you fail to do so then it may affect any subsequent damage / warranty claims.

If after receipt you find any damaged items or shortages you must notify us via email within 48 hours of delivery receipt. Any claims after this time will not be accepted.

** (Weekends, bank holidays and public holidays excluded)

Title of Goods

All goods supplied are at the risk of the buyer from the time of despatch from us. Property of the goods shall not pass until we have received all cleared funds and no other sums whatever are due from the Buyer to the Company.

Cancellations

Under the Distance Selling Regulations you have a right to cancel your order up to 7 working days from the day you receive delivery (this is not applicable to the USA). You may cancel by giving notice in writing direct to us by hand or postal delivery or by e-mail – telephone notification is insufficient.

If you cancel the contract you must return the goods complete to us including all packaging. You have a duty to take reasonable care of the goods whilst in your possession and ensure that they are adequately repackaged so that we receive them undamaged. Goods must not be used and must be returned in their original condition, with any (all) labels/ID tags/price tags attached. With the exception of faulty or misdescribed goods you will be responsible for the cost of return delivery. Once we have received the goods we will refund the cost of goods and the original delivery charge within 30 days of receipt (faulty goods returned during the cooling off period will receive a full refund including the original delivery charge but not your return postage cost). If you do not return the goods as required we will charge you the direct costs of recovering those goods from you.

You do not have the right to cancel your order for any tailor made / customised item and in the interests of hygiene we do not offer refunds on pierced jewellery.

Your right of cancellation is in addition to your other statutory rights.

Returns

If you have notified us of your cancellation of an item(s) during the 7 day cooling off period then please return the item(s) complete to us including all packaging and include a copy of the email returns authorisation sent to you by our customer services. You have a duty to take reasonable care of the goods whilst in your possession and ensure that they are adequately repackaged so that we receive them undamaged. Goods returned must be in original condition, unused and with any (all) labels/ID tags/price tags attached. **Any return must be received by us within 30 days of your request otherwise we may refuse any refund after that time.** If any item(s) fails to meet this criteria and we cannot resell the item(s) we reserve the right to return the item(s) back to you and charge you the cost of re-delivery. **Please ensure that you retain proof of postage when returning any item(s) to us by mail.** Rock Bottom regret that we are unable to accept the return of any item(s) to any of our stores - **all returns at this time will only be accepted by return post.**

If you are returning Item(s) to us as faulty we will inspect for the stated fault before proceeding with any refund. If the stated fault does not exist or if any damage is found that has not been caused by a manufacturing defect we will contact you and return the item to you. You may incur a re-delivery charge if no fault is found.

Disclaimer

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

Exclusion of liability

Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of the United Kingdom.

Governing Jurisdiction

This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.