

## Terms & Conditons

Welcome to Molton Brown. Molton Brown Limited ("Molton Brown") and its affiliates provide access to the Molton Brown website (the "website") and sell our products to you subject to the conditions set out on this page.

The website is owned by Molton Brown Limited, a company incorporated in England and Wales, under registration number 02414997, whose registered office is at 130 Shaftesbury Avenue, London W1D 5EU and operated by N& M Beautyberry Co. Ltd, a company registered in Cyprus with registration number HE395786 having its registered office at 24 Solonos Michaelides, 1035, Nicosia, Cyprus.

Please read these conditions carefully before using the website. By using the website, you signify your agreement to be bound by these conditions.

### 1. Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.

Molton Brown reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

### 2. Privacy

Please review our Privacy Notice which also governs your visit to Molton Brown, to understand our practices.

### 3. Access to Molton Brown

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

### 4. Licence for website access

Molton Brown grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Molton Brown. This licence does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying

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You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Molton Brown and its affiliates without express written consent of Molton Brown. You may not use any meta tags or any other 'hidden text' utilising Molton Brown's or its affiliates' names or trademarks without the express written consent of Molton Brown. Any unauthorised use terminates the permission or license granted by Molton Brown.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to any page within the website as long as the link does not portray Molton Brown, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Molton Brown logo or other proprietary graphic or trademark as part of the link without Molton Brown's express written consent.

Any unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

## **5. Your conduct**

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

You must not use the website for any of the following:

- for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of, or contains, software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any 'spam'; to cause annoyance, inconvenience or needless anxiety

## **6. Copyright and database rights**

This site is produced, owned and operated by Molton Brown. All content included on the website, such as text, graphics, logos, button icons, images and software, is the property of Molton Brown or its subsidiaries, its affiliates or its content suppliers and is protected by United Kingdom and international copyright and database right laws. The compilation of all content on this website is the exclusive property of Molton Brown and its affiliates and is protected by United Kingdom and international copyright and database right laws. All software used on this website is the property of Molton Brown, its affiliates or its software suppliers and is protected by United Kingdom and international copyright laws.

You may not systematically extract and/or re-utilise parts of the contents of the website without Molton Brown's express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (either once or many times) for re-utilisation of any substantial parts of this website, without Molton Brown's express written consent. You also may not create and/or publish your own database that features substantial (e.g. our prices and product listings) parts of this website without Molton Brown's express written consent.

## **7. Copyright claims**

Molton Brown and its affiliates respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please [contact us](#)

## **8. Trademarks**

MOLTON BROWN and other marks indicated on our website are trademarks or registered trademarks of Molton Brown Limited or its subsidiaries in the European Union, the United States and/or other jurisdictions. Molton Brown's graphics, logos, page headers, button icons, scripts and service names are the trademarks or trade dress of Molton Brown. Molton Brown's trademarks and trade dress may not be used in connection with any product or service that is not Molton Brown's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Molton Brown. All other trademarks not owned by Molton Brown that appear on this website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Molton Brown.

## **9. Our contract**

When you place an order to purchase a product from Molton Brown, we will send you an email confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we dispatch that product to you and is confirmed by an email we send to you confirming that we have dispatched the product (the 'Dispatch Confirmation E-mail'). That acceptance will be complete at the time we send the Dispatch Confirmation Email to you. Any products on the same order which we have not confirmed in a Dispatch Confirmation Email to have been dispatched do not form part of that contract. You are seeking to enter into a contract with Molton Brown Limited when you place an order.

## **10. Liability and Warranty**

Molton Brown and N & M Beautyberry Co. Ltd, their respective subsidiaries, their affiliates or their content suppliers do not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information or materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirement.

## **11. Returns**

Please review our Returns Policy which applies to products purchased from us. In addition to your returns guarantee, customers in the European Union are entitled to a statutory cooling-off period of seven business days. Details of this statutory right and an explanation of how to exercise it are provided in Returns Policy.

## **12. Pricing and availability**

We list availability information for products sold by us on the website, including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. Please

note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, we will inform you by email if any products you order turn out to be unavailable.

All prices are inclusive of VAT (Value Added Tax) at the prevailing rate. Despite our best efforts, a small number of the hundreds of products in our catalogue may be mis-priced. If a product's correct price is lower than our stated price, we charge the lower amount and send you the product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before dispatch or cancel your order and notify you of such cancellation.

### **13. Customs**

When ordering goods from Molton Brown for delivery outside the European Union the recipient may be subject to import duties and taxes. Any charges for duty, taxes and customs clearance must be borne by the recipient. We have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact the local customs office for further information. Additionally, please note that when ordering from Molton Brown, the recipient is considered the importer of record and must comply with all laws and regulations of the country in which the goods are received.

Your privacy is important to us and we know that you care about how information about your order is used and shared. Please be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

### **14. Children**

Molton Brown does not sell products for purchase by children. If you are under 18, you may use the website only with the involvement of a parent or guardian.

### **15. Electronic communications**

When you visit the website or send emails to us, you are communicating with us electronically. We communicate with you by email or by posting notices on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **16. Alteration of Service or Amendments to the Conditions**

We reserve the right to make changes to our website, policies, and these Conditions of Use & Sale at any time. You will be subject to the policies and Conditions of Use & Sale in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

### **17. Events beyond our reasonable control**

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

#### **18. Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

#### **19. Governing law and jurisdiction**

These conditions are governed by and construed in accordance with the laws of England and Wales. You agree, as we do, to submit to the non-exclusive jurisdiction of the English courts.

Your statutory rights are not affected by these terms and conditions

#### **20. Our details**

N & M Beautyberry & Co Ltd

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