

# TERMS AND CONDITIONS

These Terms and Conditions shall apply to all contracts entered into by Clare Slater London ('we' or 'us'), 22 St Dunstan's Road, London W6 8RB. By placing your order with us you are accepting these Terms and Conditions. If you do not agree with these Terms and Conditions you must cease using and accessing this website.

## 1) Placing an Order

- 1.1 When we receive your order you will receive a confirmation email acknowledging receipt. No contract shall come into existence until we have accepted your order. You must check the details contained in the order confirmation and we advise you to print and keep a copy of it. If you do not receive this email please contact us on [info@clareslater.com](mailto:info@clareslater.com) so that we can investigate and confirm that your order has been placed successfully.
- 1.2 Your statutory rights shall remain unaffected by these Terms and Conditions, and except in accordance with these Terms and Conditions all purchases are non-exchangeable, non-refundable and non-transferable.
- 1.3 Every care has been taken by us in the preparation of the content of our website, in particular to ensure that prices quoted are accurate at the time of posting the product on the website and that all products are fairly described. However, your order may not be accepted if there are material errors in the description of the goods you have ordered or their prices. All prices and offers are subject to change.
- 1.4 Clare Slater London aims to ensure that the colours and descriptions of the products on our website are accurate. However, the actual colours you see will depend on your computer equipment and therefore we are unable to guarantee the precise colour of the product you receive. Measurements and similar descriptions are approximate.
- 1.5 All products are subject to availability. We will inform you as soon as reasonably possible in the event that the goods you have ordered are unavailable. If the goods that you have ordered are unavailable a full refund will be offered.
- 1.6 All prices are displayed on the website in UK sterling. We accept payment by Visa, Mastercard, American Express, Discover and Paypal.

## 2) Delivery

- 2.1 We will aim to dispatch your goods as soon as possible after your order has been accepted by us to the postal address you have given on your order form. However, we cannot guarantee an exact delivery date and your goods may take longer to be dispatched if the goods you have ordered are not in stock at the time of placing your order.

- 2.2 Postage and packing charges payable for goods dispatched will be notified to you in your confirmation email. If you wish to arrange shipment outside the UK please contact us on [info@clareslater.com](mailto:info@clareslater.com). Deliveries outside the UK may be subject to import taxes and additional charges for which you are solely responsible. Please note that we have no control over these charges and cannot predict their amount.
- 2.3 Title of the goods shall pass to you when payment is received by us in full. Risk in any product ordered will pass to you upon dispatch of your order.

### **3) Returns**

- 3.1 If you cancel before your order has been dispatched your money will be refunded and the goods will not be delivered.
- 3.2 We will offer a refund or exchange for an unused, undamaged item within 14 days of delivery. Refunds will be made to the same credit or debit card used to purchase the item in accordance with these terms and conditions.
- 3.3 If you return an item because it is faulty, we will refund the amount you were charged for postage and packing when purchasing the item, as well as the postage for returning the item to us.
- 3.4 If you return an item because it is unsuitable, we will only refund the cost of the returned item. The postage and packing charged when purchasing the item and the cost of returning the product to us will be your responsibility.
- 3.5 Clare Slater London is dedicated to offering the highest levels of quality and service. Please contact us on [info@clareslater.com](mailto:info@clareslater.com) to notify us that you wish to return your product and to indicate the reason for returning it. Please include the order number in your correspondence.
- 3.6 All returned items will be inspected before the return is accepted and a refund is issued. This can take up to 7 days. Exchanged items will only be dispatched once returned goods have undergone a quality control check. Exchanges are subject to product availability.
- 3.7 All items being returned must be safely and securely packaged to avoid damage in transit. We shall not accept an item for refund if it has been damaged in transit or otherwise.
- 3.8 We strongly advise you to use recorded or special delivery for products you wish to return as we are unable to refund items which are lost in the post. All goods shall remain your responsibility until we receive them.

### **4) Links to Other Websites**

- 4.1 We may place links on this website to other interesting websites. We do not have any control over their content and therefore we cannot accept any liability in respect of the use of these websites.

## **5) Liability**

- 5.1 Except for death or personal injury due to our negligence or that of our employees, we shall not in any circumstances be liable, whether in contract or tort, to you for any direct, indirect or consequential loss or damage arising from the sale or use of our goods including without limitation loss of profits, damage to property or loss of contracts. In all cases our entire liability, howsoever arising, shall be limited to damages which shall not exceed the price paid for the goods in respect of which the claim has arisen.
- 5.2 We do not accept any responsibility for any amendments or changes we may make to the information contained in our website and we reserve the right to alter these Terms and Conditions or the information contained in this website at any time. Any changes made to these Terms and Conditions shall be highlighted, and all purchases made from the date of the amendments shall be subject to the replacement Terms and Conditions. Should you continue to use the website once we have highlighted the changes, you shall be deemed to have accepted all of the amendments we have made.
- 5.3 You shall be responsible for reading and understanding these Terms and Conditions, and we do not accept responsibility for any loss or damage incurred by you or any third party as a result of your failure to do so.
- 5.4 We shall not be liable to any person for any loss or damage whatsoever which may arise from the use of any of the information contained in any of the materials on this website.
- 5.5 We shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

## **6) Copyright**

- 6.1 All of the rights, including copyright and database rights, contained in this website are owned by us and you must not copy or dispatch any of the information contained in it. You further agree that you shall only use the website for legitimate, lawful purposes, and any other use shall only be permitted with our written consent.

## **7) Disclaimer**

- 7.1 Our website and all contents of it relating to Clare Slater London are provided without any representation or warranty of any kind express or implied in respect of this website and the information contained in it, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

## **8) Privacy Policy**

8.1 Your privacy is important to us. The Privacy Policy on our website sets out how Clare Slater London treats any personal information that may be collected from you including:

- i. What personal information we collect about you
- ii. How we collect and use your personal information
- iii. How your personal information is stored and for how long
- iv. Your rights relating to your personal information
- v. How you can contact us to manage your personal information

8.2 Clare Slater London will only use your personal information in accordance with, and for the purposes set out in our Privacy Policy.

## **9) Miscellaneous**

9.1 If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

9.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

## **10) Changes to Terms & Conditions**

10.1 We regularly review and, if appropriate, update our Terms & Conditions.

10.2 These Terms & Conditions were last updated on 23<sup>rd</sup> May 2018.