

# EMILY KATE BRIDAL LTD

## Terms and Conditions (Ollie James Gifts)

### Overview

Please read these terms carefully before you place an order with us, as these terms will form a part of our legally binding contract.

**By using our website, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.**

### General

If you are provided with a password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our Website, you must comply with the provisions of our acceptable use policy.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.

### 1) Definitions

1.1) Terms of Purchase of Goods or Services from Ollie James Gifts, a brand name of Emily Kate Bridal Ltd.

1.2) All orders for goods ("Goods") and on-line or offline pay-services ("Services") (together "Products") from a buyer ("you") accepted by the Ollie James Gifts ("we/us") on or through [www.emily-kate.co.uk](http://www.emily-kate.co.uk) or by other methods including purchases in store are subject exclusively and strictly to the following terms and conditions ("Purchase Terms") (which, in the event of a conflict, take priority over the terms and conditions of use of our site).

### 2) General terms

2.1) When buying goods or services via the internet, you are entering a legally binding contract.

2.2) Payment in full for the price of the goods and services that you order must be received before your order can be accepted

2.3) When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order; this email will only be an acknowledgement and will not constitute acceptance of your order.

2.4) A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered are available for collection. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

2.5) Only persons aged 18 and over are entitled to enter into legally binding contracts and as a such are the only people entitled to transact through this site

### **3) Price and delivery of products**

3.1) All prices payable for goods that you order are as set out in our website in £(Sterling) and all customers will be billed in this currency

3.2) The price of the products shall be the price quoted on our site. Payment details must be provided by you on the date that we accept your order.

3.3) Provided that your order is placed by 5pm, then subject to availability, availability for collection of goods will normally be within three (3) to four (4) working days.

3.4) Please check the content of your order upon collection, should there be any discrepancies please contact Emily Kate Bridal Ltd within 14 days.

3.5) You are the owner of the goods you have ordered when they have been collected by you. Once goods have been collected, they will be held at your own risk and we will not be liable for any loss or destruction

### **4) Pricing**

4.1) Whilst we try and ensure that all details, descriptions and prices which appear on this website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled.

4.2) If you cancel and you have already paid for the goods, you will receive a full refund.

4.3) Where applicable, prices are inclusive of VAT at the rate appropriate to the country of receipt within the EU. VAT.

4.4) Delivery costs (where applicable) will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

### **5) Payment**

5.1) Providing that there are no restrictions, payment can be made by MasterCard, MasterCard Debit, Visa, Visa Debit, & Visa Electron. Payment will be debited from your account before the collection of your purchase.

5.2) You must confirm that the credit/debit card that is being used is yours.

5.3) We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our site.

## **6) Cancellation Rights**

### *Cancellation by us:*

6.1) We reserve the right to cancel the contract between you and us if:

- We have insufficient stock to fulfil the goods you have ordered;
- One or more of the items you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

6.2) If we do cancel your contract we will notify you by email or by telephone, and will credit your account any sum deducted by us from your payment method as soon as possible, but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for any disappointment suffered.

### *Cancellation by you:*

6.3) Subject to the terms set out below, you may cancel your contract with Ollie James for the goods you order at any time up to fourteen days from the date you collect the goods ordered.

6.4) Your right to cancel your contract with us for the ordered goods is subject to:

- The product(s) purchased are eligible for a return (This right to return Goods or receive refunds does not apply to all products. This will be made clear within the products description on the website);
  - You not having removed any tags or security features from the item;
  - The item(s) have not been engraved with a bespoke personal message, which due to their unique nature, cannot be exchanged or returned unless they are faulty;
  - All requests for return for refund must be made within 14 days of delivery, and refunds can only be made to the original purchaser's card.

6.4) To cancel your contract you must complete the returns form that was included within the delivery of your order and enclose it with the goods you return to us.

6.5) Any sum debited from your payment method will be credited to your account as soon as possible and in any event within 30 days of the goods in question being returned by you and received by us in the condition they were in when delivered to you.

6.6) If you do not return the goods delivered to you in the way detailed in the returns policy, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be credited to you.

6.7) If you wish to return your item for exchange, as opposed to a refund, please follow the returns policy as laid out in 6.4

6.8) Your statutory rights as a consumer are not affected by these Purchase Terms

## **7) Intellectual Property Rights**

7.1) We are the owner or the licensee of all intellectual property rights on our website, and in the material published on it. All such rights are reserved.

7.2) You must not print off, copy, or in any way download extracts, of any page(s) from our Website.

7.3) You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

7.4) You must not use any part of the materials on our website for commercial purposes without obtaining permission to do so.

7.5) If you print off, copy or download any part of our website in breach of these terms of use, your right to use any our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **8) Reliance on Information Posted**

8.1) Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

## **9) Website changes**

9.1) We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

## **10) Our Liability**

10.1) The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of

our website, any website linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data; loss of goodwill;
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

10.2) This does not affect our liability for death or personal injury arising from our negligence, nor our liability for deceit or fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **11) Indemnity**

11.1) You agree to indemnify, defend and hold harmless Emily Kate Bridal Ltd, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this website or your breach of the Terms of Service.

## **12) Uploading Material to Our Website**

12.1) Whenever you make use of a feature that allows you to upload material to our website, or to contact other users of our website, you must comply with the content standards set out in our acceptable use policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

12.2) We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website. We have the right to remove any material or posting you make on our Website if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

## **13) Viruses, hacking and website misuse**

13.1) You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the servers on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

13.2) By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

13.3) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on them, or on any website linked to them.

#### **14) Referencing our website**

14.1) You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

14.2) If you wish to make any use of material on our website other than that set out above, please address your request to [olliejames@emily-kate.co.uk](mailto:olliejames@emily-kate.co.uk)

#### **15) External referencing from our website**

15.1) Where our website contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **16) Social Networking**

16.1) Some of our online services allow you to connect with, and share content with, your contacts or friends from social networking services. These services are subject to any other terms or conditions which apply to your use of the relevant social networking services.

#### **17) Advertisements**

17.1) All advertisements displayed on our website are published in good faith. We do not under any circumstances accept responsibility for the accuracy of such advertisements nor is any kind of warranty or endorsement expressed or implied by such publication. We specifically disclaim any liability to advertisers and users of any kind of loss or damage of any nature whatsoever and however arising, whether due to inaccuracy, error, omission or any other cause, and whether on the part of us, or any other person.

17.2) The user agrees that any correspondence or business dealings with, or participation in promotions of, advertisers found on the or through our Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you

and such advertiser.

17.3) You agree that we shall not be responsible for any loss or damage of any sort incurred as the result of any such advertisers on our Site.

**18) Jurisdiction and Applicable Law**

18.1) No variation of this Agreement shall be effective unless it is in writing and signed by both parties.

18.2) If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18.3) No one other than a party to this Agreement shall have any right to enforce any of its terms.

18.4) The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

18.5) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**19) Queries and disputes**

19.1) If you have any questions or complaints about the product, please contact us preferably via email to [olliejames@emily-kate.co.uk](mailto:olliejames@emily-kate.co.uk)

19.2) We hope your product is as expected and without fault. Please contact us as soon as a fault is noticed. We will deal with the matter as soon as possible and in accordance with your legal rights.

19.3) We shall not be responsible for any services provided by a third party, regardless as to whether or not such third party was recommended by us.

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