

## TERMS AND CONDITIONS

IMPORTANT NOTE: As well as reading the following Terms & Conditions to which you have agreed by using this Site, you should also refer to the refunds and returns policies of each individual seller ("Seller") on their [handmadeinbritain.co.uk](https://www.handmadeinbritain.co.uk) product detail page before making any order.

### Acceptance of terms

These provisions (including the Privacy Policy together with any other documents referred to in these provisions) set out the terms and conditions on which you may make use of the [handmadeinbritain.co.uk](https://www.handmadeinbritain.co.uk) website (the "Site") or, whether as a guest or registered user ("Customer Terms").

We may update these Customer Terms (and the documents referred to in them) and any aspect of the Service from time to time and will notify such changes to you by uploading details of them on the Site. You should review the Customer Terms periodically for changes. By using the Site, you agree to be bound by these Customer Terms. If you do not agree to these Customer Terms then please do not use the Services or any part of them.

#### 1. About us

The Services are operated by Handmade Online Ltd("we"). We are registered in England and Wales under company number 11156679 and with our registered office address at Handmade in Britain, Unit 10, Old Paradise Yard, 20 Carlisle Lane London SE1 7LG.

#### 2. Accessing our Service

Access to the Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide through the Site without notice. We will not be liable if for any reason any of the Services are unavailable at any time or for any period.

From time to time, we may restrict access to any or all of the Services, to users who have registered with us. Any personal data and other information provided by you is processed by us in accordance with our Privacy Policy. By providing any such personal data or other information you agree to the terms of our Privacy Policy.

If you choose, or you are provided with, a user identification code, 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 user identification code or 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 Customer Terms.

It is your responsibility to ensure that all information (including your name and address) you upload to the Site, is correct and accurate. Ensure that you check all information before making a purchase.

#### 3. Intellectual property rights

We own, or are the licensee to, all right, title and interest in and to the Service, including all rights under patent, copyright, trade secret or trademark law, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from the App or any other part of the Service.

You must not extract or otherwise use any of the content on the Site and/or Service for commercial purposes without obtaining a licence to do so from us or our licensors.

We respect the intellectual property rights of others and we ask our Sellers to do the same. If you are aware that any of your intellectual property rights have been infringed on the Site, please contact us here to report the concern.

#### 4. Description of handmadeinbritain.co.uk service

Please note that when you decide to purchase goods and/or services the resulting legal contract is between you and that Seller and such contract shall comprise of these Customer Terms, the email confirmation of your order and the applicable details on the product page and you agree to be bound by all such provisions.

You should carefully review the Customer Terms, the email confirmation of your order and the applicable details on the product page in relation to the order. If there is any conflict or inconsistency between these Customer Terms and the email confirmation of your order or the applicable details on the product page, these Customer Terms shall prevail to the extent of the conflict or inconsistency.

We cannot give any undertaking, that goods and/or services you purchase from Sellers through the Site will be of satisfactory quality, and this and any other such warranties (whether express or implied) are disclaimed by us absolutely to the fullest extent permitted by law. This disclaimer does not affect your statutory rights against the Seller. Where you order goods and/or services through the Site we may disclose your customer information related to that transaction to the relevant Seller.

We do not review or control, and are not responsible in any way for, listings provided by Sellers and at no time do we possess any items offered for sale by Sellers through the Site.

#### 5. Disclaimer of Warranties and limitation of liability

(a) To the fullest extent permitted by applicable laws, we disclaim responsibility for any harm resulting from your use of any part of the Service.

(b) The Site is provided "as is" and "as available" and we expressly disclaim to the fullest extent permitted by law all express, implied and statutory warranties.

(c) Neither we nor our licensors are liable to you or any user for any use or misuse of the website. Such limitation: (a) includes direct damages, whether such claim is based on warranty, contract, tort or otherwise (even if we have been advised of the possibility of such damages); (b) includes indirect, incidental, consequential, special, exemplary and punitive damages, whether such claim is based on warranty, contract, tort or otherwise (even if we have been advised of the possibility of such damages); (c) applies whether damages arise from use or misuse of and reliance on this website, from inability to use the website, or from the interruption, suspension or termination of the website (including any damages incurred by third parties).

(d) Nothing in these Customer Terms shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.

#### 6. How contracts are formed between you and Sellers

Each order you place shall be deemed to be an offer by you to purchase the goods and/or services specified within it subject to the Customer Terms and the applicable details on the product page.

No order shall be deemed to be accepted by the Seller until we (acting as the commercial agent of the Seller) issue an email acknowledgement of order. The contract between you and a Seller will relate only to those goods and/or services notified in the email acknowledgement of order.

## 7. Payment methods

Purchases for goods and/or services you make with Sellers may only be paid for using the payment methods we make available from time to time through our payment facility or by redeeming gift vouchers against us to put towards your purchase of goods and/or services on the Site. Except as otherwise described in the gift voucher special terms and conditions below, in accepting or otherwise processing your payments related to the purchase of items from sellers, we act in the capacity as commercial agent of the Seller. In respect of all payment methods including gift vouchers, the Seller acknowledges and agrees that the valid payment by you to us or redemption of a voucher for the purchase of item(s) between you and the Seller will satisfy your obligation to pay the Seller for the relevant item(s) and consequently, any debt obligations owed by you to the Seller for the purchase of such items shall be extinguished at that time. You acknowledge that these Customer Terms, and/or any transaction made by you via [handmadeinbritain.co.uk](http://handmadeinbritain.co.uk), do not create or imply any partnership, joint venture or trust relationship between us, you and/or the Seller. The Seller further agrees that it will not seek recourse (legal or otherwise) against you for payment of items if you have validly paid us. All prices shall be shown in the applicable currency and payable in that currency. You accept that some banks may charge you an additional fee for certain transactions (for example, international transactions). You accept that item prices in the currencies displayed do not vary according to your location; delivery charges will vary depending on the destination to choose to have the item delivered. For delivery destinations within the EU prices include VAT or other sales taxes where applicable. For delivery destinations outside the EU, prices do not include VAT or other sales taxes.

## 8. Refusal of transaction

We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of so refusing or by reason of unwinding or suspending any transaction after processing has begun.

## 9. Delivery arrangements

Your shopping basket on the Site displays the goods you have chosen, the Seller who shall provide them and details of postage and packing. The delivery costs for each Seller vary according to the delivery methods they offer. Any delivery times quoted are in working days or weeks.

## 10. Import regulations and duty

If you order goods 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.

## 11. Returns

If you wish to discuss or organise a return, exchange or refund of any non-cancellable item purchased through the Site (see below for a description of non-cancellable items), please contact the Seller directly using the order enquiry facility on the Site or fill in the cancellation form available here in accordance with our Returns & Refunds Policy. Any returns or refunds shall be made by the Seller in accordance with the Returns & Refunds Policy.

## 12. Links

You may link to our home page on the Site, 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. The Company expressly reserves the right to revoke the right granted in this clause for breach of these Customer Terms and to take any action it deems appropriate.

Our Site must not be framed on any other website, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission at any time.

The Site provides links to other websites for your information. If you use these links, you leave the Site. We have not reviewed these third party websites and we have no control over such sites or resources. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. We accept no responsibility for third party websites or for any loss or damage that may arise from your use of them including the group gifting application which is provided by a third party.

## 13. Uploading material to the Site

Uploaded material must not: (i) be defamatory of any person; (ii) contain material which is obscene, discriminatory, offensive, hateful, threatening or inflammatory; (iii) infringe any copyright, database right or trade mark of any other person; (iv) be likely to deceive any person; (v) promote any illegal activity; (vi) be likely to harass, upset, embarrass, alarm or annoy any other person; or (vii) be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

Any material a user uploads to the Site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose a user's identity to any third party who is claiming that any material posted or uploaded by such user constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by users. We have the right to remove any material or posting a user makes on the Site.

## 14. Viruses, hacking and other offences

You must not misuse our Site or any part of the Service by 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 Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack.

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 Site will cease immediately.

#### 15. Waiver

If we fail at any time to insist upon strict performance of any of your obligations under these Customer Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under them, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Customer Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

#### 16. Severability

If any of these Customer Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### 17. Entire agreement

These Customer Terms and any documents expressly referred to in them constitute the entire agreement between us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between us, whether written or oral, relating to its subject matter. Each of us agrees that neither we nor you shall have any remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Customer Terms or any documents expressly referred to in them. Neither of us shall have any claim for innocent or negligent misrepresentation based upon any statement in these Customer Terms and any documents expressly referred to in them.

#### 18. Force majeure

Where we or a Seller are prevented from or delayed in carrying out obligations under these Customer Terms due to circumstances beyond our or the Seller's reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, inclement weather, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to the Seller's workforce), or restraints or delays affecting carriers or an inability or delay in obtaining supplies of adequate or suitable materials then either our or the Seller's (as the case may be) performance of its obligations shall be postponed for the period of time that the circumstances continue.

#### 19. Rights of Third Parties

No provision of these Customer Terms shall be enforceable by any third party (which includes for these purposes any third party: employee, officer, agent, representative or sub-contractor of either NOTHS or the Seller) under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Nothing in this clause excludes the rights of Handmade Online when acting as commercial agent of any Seller.

#### 20. Law and jurisdiction

Contracts for the purchase of goods or services through our Site shall be governed by English law. Any dispute arising from, or related to, such contracts shall be subject to the exclusive jurisdiction of the courts of England.

## 21. Feedback and Complaints

General comments about the Site are welcome. Complaints about a specific Seller, goods or services must be directed to the Seller concerned through the contact details provided on the order confirmation email that you receive for resolution directly with them. If you have made a complaint and have exhausted all of the dispute resolution options available to you through our the Site and with the Seller, the European 'Online Dispute Resolution Platform' can be accessed by following the link: <http://ec.europa.eu/odr>.

## 22. Other applicable terms and conditions

Additional terms and conditions may apply to certain of our products and services. These products and services, and the terms and conditions which apply to them, are set out below.

### Promotional code terms and conditions

23. By using a promotional code you will be deemed to have read and understood these terms and conditions and agree to be bound by them.

24. The terms and conditions on the Site shall apply to promotional codes. If and to the extent there is a conflict or inconsistency between the terms and conditions of the Site and these promotional code terms and conditions, the promotional code terms and conditions shall prevail to the extent of the conflict or inconsistency. The defined terms used in the Site terms and conditions shall also apply to these promotional code terms and conditions.

25. handmadeinbritain.co.uk promotional codes can only be used on handmadeinbritain.co.uk and towards the purchase of items currently featured on our Site, excluding delivery charges.

26. Promotional codes are an arrangement between you and us, and not between you and the Seller. Promotional codes cannot be used on the individual websites of any Sellers on handmadeinbritain.co.uk.

27. Promotional codes cannot be used in conjunction with any other offer on handmadeinbritain.co.uk, including (but not limited to) any other handmadeinbritain.co.uk promotional code, in the same transaction, or for the purchase of gift vouchers.

28. The discount associated with a promotional code is applied to your entire basket, excluding any delivery charges. Promotional codes are a combination of letters and numbers, eg, WELKUM1234, and should be entered on the payment page during checkout for the discount to apply.

29. Each promotional code will have a limited time period in which to be used and/or a maximum number of orders per code. The code will be invalid once these limits have been reached. Specific terms and conditions for each promotional code setting out any such limits can either be found in the communication you received with the code itself or on the specific promotional code terms and conditions page via the Site (eg, via an on-site banner).

30. handmadeinbritain.co.uk reserves the right to suspend, change or cancel any promotional code, at any time, in the event of circumstances arising which make it necessary to do so. handmadeinbritain.co.uk may update these terms from time to time and reserves the right to add additional terms and conditions for specific promotional codes as and where necessary. You should review the promotional code terms and conditions periodically for changes.

31. Promotional codes have no cash value, cannot be transferred and cannot be forwarded or reassigned.

32. Any refund you may be entitled to receive will not include the redemption value of the promotional code. You will receive no more than the amount you paid towards the final basket price.

36. These promotional codes are provided and operated by Handmade in Britain, Unit 10, Old Paradise Yard, 20 Carlisle Lane, London SE1 7LG, with registered company number: 11156679

#### New Seller Promotion terms and conditions

1. handmadeinbritain.co.uk may from time to time introduce promotions relating to new Sellers, and/or the products of those new Sellers, on the Site
2. handmadeinbritain.co.uk reserves the right to amend or suspend any new Seller promotion at any time, at its discretion

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