

This page (together with our Privacy Policy) tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed on our website (www.graceandoliver.london) to you.

These Terms will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them. By using our site, you confirm that you accept these Terms and that you agree to comply with them.

You should print a copy of these Terms for future reference.

We amend these Terms from time to time as set out in clause 13. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

1 Information about us

1.1 We operate the website www.graceandoliver.london. We are Grace and Oliver Limited, a company registered in England and Wales under company number 07312183 and with our registered office at Devonshire House, 1 Devonshire Street, London W1W 5DR. Our main trading address is the same. Our VAT number is GB 649 6915 82.

1.2 Contacting us:

1.2.1 If you wish to contact us for any reason, to let us know how much you love our products or if you have any complaints or feedback, you can contact us by telephoning our customer service team at 0203 327 4990 or by emailing us at sales@graceandoliver.london.

1.2.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

2 Use of our site

2.1 Accessing our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

2.2 Your Online Account and Log-In

You will need to create an online account with us in order to use our site (Online Account). When creating your Online Account you will be required to provide personal information including your name, phone number and email

address. Please refer to our Privacy Policy for details on how we process your data.

You must be aged sixteen or over to create an Online Account. If you are under the age of sixteen then you may create an Online Account, but only if you have obtained parental or guardian consent to do so.

If ever we send you an email, we will use the email address that you provide when you create your Online Account.

When you create an Online Account, you will be provided with a user identification code and password (Log-In) as part of our security procedures. You must treat your Log-In as confidential. You must not disclose it to any third party.

We have the right to disable your Log-In, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your Log-In details, you must promptly notify us at sales@graceandoliver.london.

3 Our Products

- 3.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.
- 3.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a commercial tolerance.
- 3.3 The packaging of the Products may vary from that shown on images on our site.

4 Placing an order and acceptance of your order

- 4.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.
- 4.2 There are three ranges of Products that you can order from our website:
 - 4.2.1 Ready To Wear ('Ready To Wear Products') - a range of coats which our talented designers have created just for you;
 - 4.2.2 Tinker ('Tinker Products') - a range of coats where you can choose the lining and buttons; and
 - 4.2.3 Tailor ('Tailor Products') - where you can choose fabrics, lining, buttons, belt and buckle, centre back and sleeve length.
- 4.3 The number of Products that you may purchase in any one transaction will be limited to four items, unless you have purchased a Tinker Product or a Tailor Product in which case you may only purchase one item.

4.4 Ready To Wear Products - Order Process

- 4.4.1 After you place an order, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 4.4.2.
- 4.4.2 We will confirm our acceptance to you by sending you an email that confirms that the Products have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.
- 4.4.3 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

4.5 Tinker Products and Tailor Products - Order Process

- 4.5.1 Our site allows you to create Tinker/Tailor Products by selecting a number of different options, including your choice of fabric, buttons, trim and length.

- 4.5.2 The process for ordering a Tinker/Tailor Product is as follows:

- 4.5.2.1 You will be required to select from a number of different options provided by us in order to create your Tinker/Tailor Product to your specification.

- 4.5.2.2 Your design will be saved to your Online Account. Your design will be saved in your Online Account for up to a maximum of 60 days.

- 4.5.2.3 You pay a non-refundable deposit of £25 (Deposit) in return for which you will receive:

- (a) a CAD drawing of your design;

- (b) samples of your selected fabric, lining and buttons (Samples); and

- (c) a tape measure and measurement chart (together the "Swatch Kit").

Please note that the Deposit pays for one Swatch Kit only. The Deposit does not constitute payment for the Tinker/Tailor Product and no order is placed at this stage.

We will produce and retain a duplicate copy of the Samples.

- 4.5.2.4 Once we receive your Deposit, we will send you an email to confirm that we are producing your Swatch Kit and provide you with an estimated

delivery date (please see our Delivery page for details).

- 4.5.2.5 If you are happy with the Samples and would like to place an order, you will need to log-in to your Online Account and pay for your Tinker/Tailor Product. Please note that the Deposit will be deducted from the overall price of the Tailor Product.
- 4.5.2.6 Once your order has been placed and we have received payment of the balance owed for your Tinker/Tailor Product, we will send you an email confirming that your order has been placed and that the Tinker/Tailor Product is being produced (Order Confirmation). The Contract between us is formed when we send you the Order Confirmation.
- 4.5.2.7 You are not required to order the Swatch Kit if you do not wish. However, please note that in accordance with clause 4.5.4 below, once an order for a Tinker/Tailor Product has been placed, you will not be able to return the Tinker/Tailor Product. When you proceed to pay your Deposit you will have the option to place an order instead and pay the full amount owed for the Tinker/Tailor Product. We will send you an Order Confirmation once payment has been made. You will not receive a Swatch Kit.
- 4.5.3 If you have placed an order for a Swatch Kit and we do not hear from you within 60 days from the date on which you paid the Deposit, we will assume that you do not wish to place an order.
- 4.5.4 As the Tinker/Tailor Product will be produced to your specification and will be personalised by you, you have no legal right to cancel the Contract once the Order Confirmation has been sent. This does not affect your statutory rights.
- 4.5.5 Tinker/Tailor Products are always tailored according to the measurements provided by you. Furthermore, Tinker/Tailor Products are made from different rolls of fabric or batches of raw material and therefore may deviate slightly from the Samples in terms of shade or finish due to the normal variations in the dyeing or manufacturing process.
- 4.5.6 In some cases, we may decline your order on the basis of the design of the Tinker/Tailor Product you have created. Notwithstanding this, we do not have any obligation to review, comment on or to accept or decline any Tailor Product design submitted for purchase.
- 4.5.7 You hereby acknowledge that any and all right, title and interest in any and all intellectual property rights (including, without limitation, copyright, design rights and other rights of a similar nature in any jurisdiction) in your Tinker/Tailor Product shall belong to Grace and Oliver Limited and you hereby undertake to execute, or to arrange to have executed, any and

all documentation required to vest such rights in and to Grace and Oliver Limited if and when required to do so. To the extent that any such intellectual property rights in the Tinker/Tailor Product does not vest in Grace and Oliver Limited by operation of law, you shall assign the same to Grace and Oliver Limited with full title guarantee upon creation, or where possible assign the same to Grace and Oliver Limited with full title guarantee by way of a present assignment of future rights. To the extent such transfer and assignment is not valid, you hereby grant to Grace and Oliver Limited an exclusive, perpetual, royalty-free, fully paid-up licence to use, copy, distribute, reproduce, exploit, modify, alter and/or disclose the design of your Tailor Product for any purpose whatsoever and waive and agree not to enforce any such rights which you may have or have had.

4.5.8 You agree that you have no claim against Grace and Oliver Limited or any other party in the event that a Tinker/Tailor Product that is the same or similar to your Tinker/Tailor Product is designed, used or created by Grace and Oliver Limited or any other person or made available to the public.

4.5.9 Clause 4.5.7 and clause 4.5.8 apply even where the Tinker/Tailor Product has not yet been or will never be manufactured.

5 Price of Products and delivery charges

- 5.1 The prices of the Products will be as quoted on our site at the time you submit your order. We take reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see clause 5.5 for what happens if we discover an error in the price of Product(s) you ordered.
- 5.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 5.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 5.4 The price of a Product includes the delivery charges.
- 5.5 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you by email, to the email address you have provided, to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.
- 5.6 In the event that a promotion code is available, please note that it is non-transferable and there is no cash alternative. Furthermore, promotion codes

cannot be used in conjunction with any other promotion code or offers, and must be redeemed by the date published (if provided).

6 How to pay

- 6.1 You can only pay for Products using a debit card or credit card. We accept the following cards: Visa, MasterCard, MasterCard Debit, Switch/Maestro and Visa Delta.
- 6.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

7 Delivery

- 7.1 Please see our Delivery page for details of our delivery policy.
- 7.2 Delivery of an order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.
- 7.3 You own the Products once we have received payment in full, including all applicable delivery charges.

8 No international delivery

- 8.1 Unfortunately, we do not delivery to addresses outside the UK.
- 8.2 You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.

9 Return and refund

- 9.1 This clause 9, and the cancellation right as described in it, does not apply to Tinker/Tailor Products, save where you receive Tinker/Tailor Products which are faulty or not as described, in which case clauses 9.5 to 9.10 will apply.
- 9.2 You have a legal right to cancel the Contract at any time after the date of the Dispatch Confirmation, up until 14 days after the day on which you receive the Product. This means that if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 9.3 If you order multiple Products in one transaction and the Products arrive in separate instalments then the deadline for cancelling the Contract will be at the end of **14 days** after the day on which you receive the last of the separate Products ordered.
- 9.4 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form on our website. If you use this method we will email you to confirm we have received your cancellation. You can also email us at sales@graceandoliver.london or contact our Customer Services team by telephone on 0203 327 4990. If you are emailing us please include details of your order to help us to identify it. If you send us your cancellation notice by email, then your cancellation is effective from the date you send us the email.

- 9.5 Any Products returned to us must be received by us **within 28 days** of the day on which you received the Product. Please see our Delivery & Returns page for the ways in which you can return the Products to us.
- 9.6 If you cancel your Contract we will refund you the price you paid for the Product. Products must be returned to us unworn, unaltered, within the cloth bag, and with all tags attached. If the Product is returned to us unused and in good condition, all refunds will be made as soon as possible and in any event within 14 days after the day on which receive the Product back from you.
- 9.7 Unless you are returning a Product because it is faulty or not as described, you will be responsible for the cost of returning the Product to us.
- 9.8 We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Product we may refund you in vouchers.
- 9.9 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 9 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

10 Our warranty for the Products

- 10.1 We provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 10.2.
- 10.2 The warranty in clause 10.1 does not apply to any defect in the Products arising from:
- 10.2.1 fair wear and tear;
 - 10.2.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - 10.2.3 if you fail to operate or use the Products in accordance with the user instructions;
 - 10.2.4 any alteration or repair by you or by a third party who is not one of our authorised repairers; or
 - 10.2.5 any specification provided by you.
- 10.3 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

11 Events outside our control

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an event outside our control.

12 Our liability

- 12.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 12.2 We do not in any way exclude or limit our liability for:
- 12.2.1 death or personal injury caused by our negligence;
 - 12.2.2 fraud or fraudulent misrepresentation;
 - 12.2.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 12.2.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - 12.2.5 defective products under the Consumer Protection Act 1987.
- 12.3 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.4 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 12.5 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 12.5.1 use of, or inability to use, our site; or
 - 12.5.2 use of or reliance on any content displayed on our site.
- 12.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.
- 12.7 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

13 Our right to vary these Terms

- 13.1 We amend these Terms from time to time.
- 13.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.

13.3 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:

13.3.1 changes in relevant laws and regulatory requirements; and

13.3.2 changes to the services that we offer.

13.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

14 Communications

14.1 When we refer, in these Terms, to "in writing", this will include email.

15 General

15.1 Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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 content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

15.2 No reliance on information

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

15.3 Third party links and resources in our site

Our site may contain links to other sites and resources provided by third parties (Linked Websites). We have no control over the contents of those sites or resources and you agree that, should you access a Linked Website through our site, we are not responsible for the availability of the Linked Website or liable in any way for any of its content. Furthermore, we will not be responsible for any offence, damage or loss caused by or connected to the use or reliance on such Linked Websites or the content thereon.

15.4 Viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

16 Other important terms

- 16.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.
- 16.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 16.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 16.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 16.6 Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.