

## **General Terms & Conditions**

This policy sets out the terms and conditions that will apply to any items purchased through this Website.

This General Terms and Conditions policy incorporates the Full Trading Terms and Conditions and acceptance by you of these General Terms and Conditions shall be deemed to be an acceptance by you of the Full Trading Terms and Conditions. These terms and conditions do not affect your statutory rights in any way.

### **Eligibility to purchase**

The purchase of merchandise through this Website is strictly limited to parties who can lawfully enter into and form contracts on this Website in accordance with law of the United Kingdom.

In order to make purchases through the Website, you will be requested to provide certain personal details, including your real name, phone number, e-mail address, payment details and other requested information as indicated.

You represent and warrant that the payment details you provide on ordering are both valid and correct and that you are the person referred to in the billing information provided.

Purchases made through this website are for the personal use of the buyer and are not to be used for re-sale, commercial purposes or any other commercial benefit unless otherwise stated in a proper trading agreement between the purchaser and Charles and Patricia Lester.

### **Electronic Contract Formation.**

Once your order has been placed, you will receive an acknowledgement of the details of your order via email. This is not an order confirmation and does not constitute an acceptance of your order by us.

All orders are subject to acceptance and availability. We shall not be liable in the event we are unable to supply a particular item. If there are any changes to expected delivery times either because items are no longer in stock or Special Order items are likely to take longer to produce, then we will stipulate this at the time of your order. We reserve the right not to accept your order in the event of returned and unauthorised payments.

### **Retention of Title**

All items shall remain the property of Charles and Patricia Lester until paid for in full.

### **Acceptance of terms**

You will abide by the terms and conditions of this Agreement.

### **International Use**

We make no promise that content on the Site is appropriate or available for use in locations outside the United Kingdom, and accessing the Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Site from locations outside the United Kingdom, you do so on your own initiative and are responsible

### **Liability**

Our liability in connection with any item(s) purchased through our Website is strictly limited to the purchase price of such item(s).

### **Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with British Law and the Purchaser hereby agrees to be subject to the jurisdiction of the British Courts. None of the above terms affect your statutory rights as a consumer.

### **Force Majeure**

If the Business is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials the date of delivery shall be postponed for the period that the circumstances continue.

### **Access Restrictions**

Charles and Patricia Lester reserve the right to refuse to supply any individual or Business.

### **Intellectual Property Rights**

Charles and Patricia Lester reserve the right to restrict access to users who do not respect the intellectual property rights and their copyright policies.

Content on this website and all aspects of all products are protected by intellectual property rights including copyright and trade marks.

### **Copyright policy**

Full Copyright Policy is available on request.

### **Privacy Policy**

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully and with a great deal of respect to your need for privacy.

Under no circumstances will we rent, sell, or otherwise convey to any third party the e-mail addresses or any other personal information pertaining to our customers and subscribers.

We collect information about you for 2 reasons: firstly, to process your order and second, to provide you with the best possible service.

We will give you the opportunity to opt out of any marketing e-mails from us at the bottom of all of our e-mail newsletters. We are always sorry to see anyone leave but totally understand that sometimes our inboxes just get too full.

The type of information we will collect about you includes:-

Your Name

Address

Delivery Address

Phone Number

E-mail Address

If you place a special order with us then it is likely that we will make fairly detailed notes about your particular likes and preferences. This may include details of styles that suit you, preferred colours, fabrics and prints. As our garments are made individually then we will need to make note of any measurements and any relevant details about fit, size and shape of your body to ensure that we create garments that are perfect just for you.

We will never collect sensitive information about you without your explicit consent. You can check the information that we hold about you by e-mailing us at [contact@charles-patricia-lester.co.uk](mailto:contact@charles-patricia-lester.co.uk). If you find any inaccuracies we really appreciate you letting us know and we will of course delete or correct it promptly. This personal information which we hold will be held securely in accordance with our internal security policy and by law.

If you have any questions/comments/feedback/suggestions about privacy, you should e-mail us at [contact@charles-patricia-lester.co.uk](mailto:contact@charles-patricia-lester.co.uk) Please email us if you would like to see a full copy of our privacy policy.

**Ownership**

## **How to contact us**

If you have any questions, you can contact us by any of the following methods:

Telephone: +44 (0)1873 853559

Mail:

Llanfoist House,

Llanfoist

Abergavenny

Monmouthshire

NP7 9LR

Email: [contact@charles-patricia-lester.co.uk](mailto:contact@charles-patricia-lester.co.uk)

## **Full terms & conditions**

### **GENERAL**

1.1 In these conditions CHARLES AND PATRICIA LESTER trading as Charles and Patricia Lester is called the Business and any individual firm business or other party with whom the Business contracts is called the purchaser the goods means the goods which shall be the subject of the Contract between the Business and the Purchaser the Price means the prices specified in the Business's quotation acknowledgement or other communication and agreed.

1.2 In the event that no Contract for the sale of the goods is entered but the Business delivers the goods to another person whether or not on a sale or return basis these Conditions shall nonetheless apply with such modifications as shall be necessary to give effect to the arrangement and in particular but without prejudice to the generality of the foregoing the person to whom the goods are delivered shall in these conditions be referred to as the purchaser.

2.1 Any contract for the sale of goods howsoever made between the Business and the Purchaser hereinafter called the Contract shall incorporate and be subject to these Conditions. The only terms of the Contract shall be those contained expressly or by reference in the Business's acceptance of order form and any representation or warranty written or oral made or given prior to the Contract is hereby expressly excluded. In the event of the Purchaser seeking to incorporate special conditions into the Contract such special conditions shall not apply unless they are accepted and agreed in writing and signed by a director of the Business.

2.2 Any quotation given by the Business is an invitation to the Purchaser to make an offer only within 28 days of the quotation date and no order of the Purchaser placed with the Business in pursuance of a quotation or otherwise shall be binding on the Business unless and until it is accepted in writing on the Business's order acknowledgement form.

2.3 In the event that no quotation or written acceptance of order is given by the Business and the Business has received an order from the Purchaser and provided that the Purchaser shall have notice actual or implied of these Conditions in such circumstances the goods are supplied and subject to these Conditions.

2.4 Any waiver or breach of these Conditions shall not prejudice the Business's rights in respect of any subsequent breach.

2.5 The Business reserves the right to amend these Conditions from time to time by sending a copy of the amended Conditions by ordinary prepaid first class post to the Purchaser at the address to which communications from the Business to the Purchaser are usually sent. All Contracts entered into 28 days after the date of posting shall be subject to those amended Conditions.

## **PRICES**

3. Unless otherwise provided in the Contract

3.1 price of goods shall be those ruling at date of receipt of order or if pursuant to a valid quotation the price stated in the quotation.

3.2 the price is inclusive of Value Added Tax but exclusive of any other tax duty tariff or charge arising in the United Kingdom or elsewhere.

3.3 unless otherwise stated all prices are ex-factory and are exclusive of delivery, packing and insurance charges.

3.4 the Business reserves the right to impose a minimum order charge.

3.5 in respect of Contracts under which the Business sells outside of the United Kingdom the Purchaser shall pay in pounds sterling.

## **RISKS**

4.1 The risk in respect of all goods supplied under the Contract shall pass to the Purchaser as provided in the Contract or upon delivery to the Purchaser. The property in the goods shall not pass to the Purchaser except as provided in Condition 5.

4.2 Where damage or loss occurs to the goods before delivery thereof to the Purchaser in accordance with provisions in the Contract the Business undertakes to replace or at its discretion to repair free of charge any goods damaged or lost in transit to the contracted place of delivery, in which event the time for delivery of the damaged or lost goods shall be extended for such periods as the Business shall reasonably require for such replacement or repair.

4.3 Conditions precedent in the Business's undertaking to repair or replace under Condition 4.2 above are

4.3.1 acceptance by the Business's insurers that the damage or loss claimed by the Purchaser is recoverable under the Business's policy

4.3.2 that the Purchaser shall have given notice in writing of such damage or loss with reasonable particulars thereof to the Business within 2 working days after receipt by the Purchaser

4.3.3 that the Purchaser if requested by the Business to do so shall have returned forthwith upon such request and at the cost of the Purchaser in the case of damaged goods such goods to the Business's works within one month of receipt thereof

4.4 Save as expressly provided in this Condition, the Business shall not have any liability whatsoever for or in connection with any damage to or loss of the goods in transit to the contracted place of delivery and it is for the Purchaser if it so wishes to arrange such insurance as it may deem appropriate in respect of any damage to or loss of the goods that may occur after delivery has been made to the Purchaser.

4.5 In the event that no Contract for the sale of goods is entered into the Business and the Purchaser but the Business delivers the goods to the Purchaser who holds the goods as bailee whether or not on a sale or return basis the risk in respect of the goods shall pass upon delivery to the Purchaser and for such purposes the provisions of this Condition 4 shall apply.

## **PROPERTY**

5.1 Notwithstanding the provisions of Condition 4 the Business and the Purchaser expressly agree that until the Business has been paid in full for any goods, such goods shall remain the property of the Business the Purchaser shall hold them as bailee. If the Purchaser sells the goods before payment in full has been made and if the Business requires he shall hand over to the Business all claims for payment against the sub-purchaser.

5.2 So long as the property in the goods remains in the Business the Business shall have the right, without prejudice to the obligation of the Purchaser to purchase the goods, to take repossession of the goods and for that purpose to go upon any premises occupied by the Purchaser.

5.3 The Business may maintain an action for the price of the goods notwithstanding that property in the goods may not have passed to the Purchaser.



5.4 The purchaser hereby grants to the Business an irrevocable Licence to enter upon any property to which the Purchase has a right of occupation for the purpose of enforcing the Business's rights under the clause. The Business shall not be liable for any damage or loss caused as a result of the Business enforcing the Licence hereby granted.

5.5 In the event that no Contract for the sale of the goods is entered into by the Business and the Purchaser but the Business delivers the goods to the Purchaser whether or not on a sale or return basis the goods shall remain the property of the Business until such time as payment in full has been made and for such purposes the provisions of this Condition 5 shall apply.

## **DESPATCH AND DELIVERY**

6.1 The Business will use its best endeavours to comply with any date or dates for despatch of the goods ex-factory as stated in the Contract, but unless the Contract otherwise expressly provides such date or dates shall constitute only statements of expectation and shall not be binding. The Purchase shall accordingly accept delivery of the goods when they have been despatched. Time of despatch or delivery shall not be of the essence of the Contract.

6.2 If notwithstanding that the Business has used its best endeavours the Business fails to despatch or deliver the goods by such date or dates, such failure shall not constitute a breach of the Contract and the Purchaser shall not be entitled to treat the Contract as thereby repudiated or to rescind it or any related contract in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.

6.3 If the Business shall be prevented or hindered from supplying the goods or any part thereof in accordance with the Contract by any circumstances beyond its reasonable control including with prejudice to the generality of the foregoing force majeure breakdown of plant delay by suppliers trade disputes including dispute involving the Business's own workforce and all other causes whether or not of a like nature beyond the reasonable control of the Business further performance of the Contract shall be suspended for so long as the Business is so prevented or hindered provided that in the event that the performance of the Contract shall be suspended for more than six consecutive calendar months the Purchaser and the Business shall be entitled by notice in writing to the other forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Purchaser shall pay at the Contract rate for all goods supplied by the Business to the actual date of such terminate. The Business shall not have any liability to the Purchase for any direct or consequential loss or damage suffered by the Purchaser as a result of the Business's inability to perform its obligations under the Contract in the aforementioned circumstances.

6.4 In respect of Contracts under which the Business sells outside the United Kingdom the Purchaser must obtain all necessary export or import licences, exchange control consents and all other approvals of national and regional governments and authorities required to enable performance of the Contract as soon as reasonable practicable and in no case later than required to enable the Business to deliver on the earliest date upon which the Business is entitled to require the Purchaser to accept delivery and the Purchaser to receive the goods subsequent to delivery.

6.5 If no time for despatch or delivery is specified in the Contract the Purchaser shall be bound to accept the goods when the same are ready for delivery by the Business, the Business shall be under no obligation to despatch or deliver the same until the expiry of a reasonable time for the date of the Contract.

6.6 When expedited despatch or delivery is agreed to by the Business and necessitates overtime or other additional costs, the Purchaser shall reimburse the Business for the amount of such overtime payment or other costs. Where postponement of despatch or delivery is agreed by the Business or occasioned by the Purchaser, the Purchaser shall if required by the Business pay all costs and expenses incurred by the Business including a charge for storage of the goods at the annual rate charged by the Business occasioned thereby, but the goods shall be held at the Purchaser's risk as from the date of postponement.

6.7 For the purpose of this Condition 6 despatch shall be deemed to have been effected when the goods are despatched ex-factory by the Purchaser.

6.8 For the purposes of Conditions 4.1 4.2 and this condition 6 delivery shall be deemed to have been effected when the goods are handed over to the Purchaser or a buying house or broker or other agent of the Purchaser appearing to have authority to receive them or as shall be agreed in the Contract.

6.9 For the purpose of Conditions 8.1 and 8.2 and this condition 6 receipt of the goods shall be deemed to have been effected when the goods are received by the Purchaser from the Business direct or from the buying house or broker or other agent of the Purchaser to whom the goods were delivered.

## **PAYMENT**

7.1 The Business requires full payment to be cleared before shipment is made which will be within 7 working days of such payment unless otherwise specified. If the Business cannot comply with the delivery dates the Purchaser is well within his rights to request a refund. Special orders will require a 10% non-refundable deposit when the order is placed and before the order is started. The balance will fall due when the order is complete and seven days before shipping commences.

7.2 In the event of any goods being delivered at the Purchaser's request by instalments then each instalment shall be deemed to be the subject of a separate Contract and these Conditions shall apply to each Contract mutatis mutandis. The Business shall in addition be entitled to request payment for any instalment of the Contract goods so delivered in accordance with the provisions of Conditions 7.1 or 7.2 above and failure to pay within the relevant period specified shall entitle the Business to suspend deliveries of the goods pending payment without prejudice to any other remedy available to the Business.

7.3 The Business shall be entitled to charge interest on a daily basis on any part of the Contract Price not paid by its due date from the date until payment at the rate of four per cent per month from time to time in force whether before or after judgement.

7.4 The time hereinbefore mentioned for payment for goods is of the essence of this Contract.

## **WARRANTY**

8.1 The Business warrants that if the Purchaser within two working days of receipt of the goods by the Purchaser notifies the Business in writing of any defect of workmanship or materials in the goods and returns such goods to the Business properly and adequately packed carriage or post paid the Business shall at its option replace such goods or refund to the Purchaser the price of such goods as are shown in materials or workmanship to the Business's satisfaction to be defective.

8.2 The Purchaser shall inspect the goods immediately upon delivery and in the event of goods not complying with the order the Purchaser shall inform the Business in writing within two working days of receipt by the Purchaser. Should the Purchaser discover any discrepancy between the goods supplied and those charged for on the Business's invoice, or any other error on the invoice, the Purchaser shall inform the Business in writing within two working days of receipt of invoice.

8.3 Failure to make any such claim within such period shall constitute unqualified acceptance of goods and waiver by the Purchaser of all claims relating to defects in or non delivery of the goods or delivery of the wrong goods as the case may be.

8.4 Save as aforesaid and save in respect of death or personal injury resulting from the negligence of the Business its servants or agents the Business shall not be liable for any claim or claims for direct or indirect consequential or incidental injury loss or damage made by the Purchaser against the Business whether in contract or in tort including negligence on the part of the Business its servant or agents arising out of or in connection with any defects in the goods or act omission neglect or default whether or not the same constitutes a fundamental breach of the Contract or breach of a fundamental term thereof of the Business its servants or agents in the performance of the Contract.

8.5 Without prejudice to the generality of the foregoing nothing herein contained shall operate to exclude or restrict liability for breach of any obligation arising from the Sale of Goods Act 1979 and/or the Supply of Goods and Services Act 1982 as against the Purchaser if he is dealing as a consumer as defined by Section 12 of the Unfair Contract Terms 1977.

8.6 Subject only to the provisions of these Conditions no statement undertaking warranty or condition express or implied by law trade custom or otherwise shall apply to the Contract.

8.7 The Purchaser shall indemnify the Business against all actions, claims or demands by third parties against the Business howsoever arising directly or indirectly in respect of or in connection with the goods or the Contract by the Business to supply the same upon the terms and conditions herein contained.

8.8 Without prejudice to the foregoing the Business shall in no circumstances be liable for any loss damage costs or expenses which exceed in the aggregate the sale price of the goods.

8.9 The price at which the Business agrees to supply the goods is based on

8.9.1 the warranties given and accepted

8.9.2 the cost of manufacture of goods

8.9.3 the cost of insurance and

8.9.4 the exclusions and restrictions of liability imposed

The Business is prepared to negotiate a different price if the Purchaser requires