

Terms and Conditions

Welcome to www.thelittleluxuriescompany.co.uk website terms and conditions. Please read these terms and conditions carefully before accessing or using our website. By accessing or using any part of the site you agree to be bound by these Terms and Conditions. We reserve the right to update, change or replace any part of these Terms and Conditions without notice, it is your responsibility to check this page periodically for changes. If you are unhappy with anything contained within these terms and conditions, please contact us by using the contact details shown below. Your continued use of the Website constitutes your agreement to all such Terms and Conditions.

These terms and conditions will apply to any goods purchased via our website by you, the customer, and these are the terms under which we sell to you. By visiting our website and ordering goods from us you agree to be bound by these Terms and Conditions. This includes those additional terms and conditions and policies referred to herein.

These Terms and Conditions apply to all users of this site including without limitation users who are browsers, vendors or customers. Before placing an order on our website you will be asked to agree to our Terms and Conditions, should you not agree to our Terms and Conditions you will not be able to complete your order.

Nothing contained within these Terms and Conditions shall be construed as creating any agency, partnership or other form of joint enterprise between us.

By agreeing to these Terms and Conditions you represent that you are at least the age of 18 as you can only purchase goods from this website if you are able to enter into a contract and are at least 18 years old.

This website is hosted on Wix and they provide us with the online e-commerce platform that allows us to sell our products and services to you. This website is operated by The Little Luxuries Company which is governed by these Terms and Conditions set out below.

1. ABOUT US

This website www.TheLittleLuxuriesCompany.co.uk is owned and operated by:

The Little Luxuries Company

North Bungalow
Paddockhurst Road,
Turners Hill
West Sussex, RH10 4SE

Mail: info@thelittleluxuriescompany.co.uk

Telephone: 01342 891279

The Little Luxuries Company is the supplier of the goods from the above address.

Throughout the website the terms “we”, “us” and “our” refers to The Little Luxuries Company.

1.1 PRIVACY

The data that you provide on our website is held in accordance with UK law. We take every step to ensure that your data is treated with care and we do not and will not sell or pass on your information to a third party. Please see our Privacy policy for further information.

2. USE OF WEBSITE

- 2.1 We reserve the right to refuse service to anyone for any reason at any time.
- 2.2 You understand that your content (not including credit card / debit card information) may be transferred unencrypted and involve transmissions over various networks. Credit card information is always encrypted during transfer over networks.
- 2.3 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service or access to the Service or any content on the website through which the service is provided without express written permission by us.
- 2.4 The headings in this agreement are included for convenience only and will not limit or otherwise affect these terms and conditions.
- 2.5 By using any part of this website, completing a customer registration, or placing an order on the website you are bound by the Terms and Conditions below. The construction of and interpretation of orders are governed by and construed in accordance with the laws of England.
- 2.6 You agree to keep your account and password information confidential and take reasonable steps to prevent unauthorised access to your account. Should you believe that your password has become compromised please contact us immediately.

3. ENTERING INTO A CONTRACT WITH US

- 3.1 When you place an order with us you are only offering to purchase goods from us, this does not form a binding contract until accepted by us. When you click on “Checkout” button you will be guided through the process of placing an order via instructions on the website. You will receive an acknowledgement email to the email address you provided during the order process. This will confirm that we have received your order and you will be provided with an order number, details of your order and the value of your order that has been debited from your chosen payment method. We must receive full payment, including delivery charges, before we can accept any offers.

This email is not an order confirmation, only to acknowledge that your order has been received. Unless we have received notice that you wish to cancel your order, or we have notified you that we cannot accept your order, your order will be deemed accepted when we have dispatched the goods ordered by you.

- 3.2 If a product is unavailable it will not be included in the contract for the order. If we identify a pricing error, we reserve the right to reject any offer to purchase goods by you at the time. In either case you will be notified by email and there will be no contract between us.
- 3.3 The contract shall be concluded in English.

4. ACCURACY OF INFORMATION

- 4.1 We take care to ensure that all our product details, descriptions and pricing information are entered correctly and that the website is kept updated. Whilst we aim to keep the website as up to date as possible, the information at any particular point in time may not always reflect the current situation when you place the order. In the event that we have made a pricing error we will advise you of this. However, to the extent permitted by law, we do not warrant that the product descriptions, colours, pricing or content contained within this website are current or error free.

We have made every effort to display as accurately as possible the colours and images of our products, we cannot guarantee that your computer monitor's display of any colour will be accurate.

- 4.2 All our products are handmade and as such the images of the products on this website are for illustrative purposes only. Since each product is individually handcrafted the product's design and colour will vary slightly from the image on the website and will not include any of the accessories pictured.
- 4.3 We attempt to describe products as accurately as possible, any description given is for identification only and the use of the description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.
- 4.4 The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting more accurate and more completely sources of information.
- 4.5 We reserve the right to modify the contents of this site at any time but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.
- 4.6 This contract is covered by English law.

- 4.7 By placing an order with us you agree to accept these terms and conditions along with our privacy policy.

5. PLACING AN ORDER

- 5.1 You can use our website to place an order, select the items that you wish to purchase and add to your basket, you are able to remove items throughout the process. You will be required to pay for your order at the time of placing the order.
- 5.2 Should an item be out of stock or we are unable to complete payment due to not being able to obtain payment authorisation we will notify you by email that we can't accept your order and no contract will be in place.
- 5.3 When you place an order for our subscription box service you are buying a product from us that is not described other than to inform you of the number of products that you will receive each month. The scent, shape and size will vary month by month. By clicking in the Place Order button you are acknowledging your understanding of the above.

5.4 CANCELLING AN ORDER

Under the Consumer Protection Regulations 2013 you have the right to cancel an order, without giving a reason, from the moment you placed the order. After the order has been placed, you will have 14 days to cancel the order starting from the day after you receive your goods. If you cancel the order after having received the goods then they will need to be returned to us as per our returns policy.

You must inform us of your intention to cancel the order in writing, by email or letter, within 14 days of receipt of goods. We are unable to accept cancellations of orders by telephone.

Please note that if your goods have been despatched we are unable to stop the delivery process.

5.5 AMENDING AN ORDER

Once your order has been confirmed changes are not possible. Should you need to contact us to request a change then please notify us using the email contact details shown above. Please note that any changes to an order may incur delays and / or charges.

5.5 DISPATCH

Once your order has been completed you will receive an email confirming we have received your order. When the goods have been dispatched you will receive an email confirming the goods have been dispatched.

6. ERRORS, INACCURACIES AND OMISSIONS

- 6.1 Occasionally there may be information on our site that contains typing errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, shipping charges, transit times or availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information in the service or products on the website are inaccurate at any time without prior notice, including after you have submitted your order.
- 6.2 We reserve the right, but are not obligated, to limit the sales of our products or services to any person or geographic region. We may exercise this right on a case by case basis. We reserve the right to limit the quantities of any products or services that we offer. We reserve the right to limit or prohibit orders that, in our judgement, appear to be placed by dealers, resellers or distributors.
- 6.3 All descriptions of products or product pricing are subject to change at anytime without notice at the sole discretion of us. We reserve the right to discontinue any product at any time. We will not be liable to you or any third party by withdrawing goods from this website whether the goods have been sold or not.
- 6.4 We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations.

7. ACCOUNT INFORMATION

- 7.1 You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates so that we can complete your transactions and contact you as needed.
- 7.2 It is your responsibility to keep your shipping address details within your account information up to date and accurate. Please note that we can only ship to the address specified on the order, unless this is a gift and an alternative address is provided. We take no responsibility, nor will be held accountable, for missing orders should you have moved address and not updated your contact and address information. It will be your responsibility to obtain the goods, they will not be considered missing or not delivered.
- 7.3 Your personal information through the store is governed by our Privacy Policy.

8. PRICING

- 8.1 All products available via the Website are shown in UK pounds and are exclusive of VAT or any other applicable costs. Where applicable all invoices will be subject to VAT at the prevailing rate. The total cost of your order would be the price of the products ordered plus VAT and delivery charges, please read our shipping information guide.
- 8.2 Our prices are subject to change without notice.
- 8.3 Our subscription box service is priced using a recurring billing system, this means that you are entering into a contract with us and are permitting us to take money from your chosen bank account on either a monthly, 3 monthly or 6 monthly basis until you notify us that you wish to cancel your subscription service.
- 8.4 We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuation of the service.

9. SPECIAL OFFERS AND PROMOTIONS

- 9.1 Special offers and promotions are only applicable during the timeframe specified. All offers and promotions are at our discretion and are subject to variation and can be withdrawn without any prior notice.
- 9.2 Offers or promotions can not be applied to any previous orders and are subject to availability at the time of order.
- 9.3 Certain products or services may be available exclusively online through the website. These products or services may have limited quantities.

9.4 Promotion Codes

Only one promotion code or voucher code can be used per order, if more than one promotion code / voucher code is applied the order will be cancelled.

10. PAYMENT

- 10.1 All payments are subject to validation checks and need to be authorised by the card issuer or Paypal. If your payment is refused or not authorised we will not be liable for any delay or failure to deliver the goods.
- 10.2 We use secure payment facilities for online purchases. You have the choice of paying for your order by Paypal, Visa or Mastercard.
- 10.3 Please note that any product purchased where payment is made using recurring billing you are permitting us to take money from your chosen account until you notify us that you wish to cancel your subscription.

11. PASSING OF PROPERTY

11.1 The goods remain in the legal ownership of The Little Luxuries Company until payment has been accepted and received by us at which point the legal ownership will be transferred to you. Should an item be refunded then the legal ownership returns to the Little Luxuries Company.

11.2 Risk

Risk in the goods will pass to you upon receipt of delivery.

12. RETURNS

12.1 Our returns policy lasts for 30 days, if 30 days have gone by since your purchase we can unfortunately not offer you a refund or exchange any item(s).

12.2 Returns must be authorised by a representative of the Seller before any refund or credit will be given. Shipping costs are non-refundable, the cost of the shipping will be deducted from your refund.

12.3 To be eligible for a return your items must be unused, still be in their original packaging and unopened. They must be in the same condition as when they were shipped. Returns must be sent to the address shown above.

12.4 The cost of carriage to return the item(s) will be at the buyer's expense and the buyer will ensure that the item(s) are packaged to avoid damage in transit. If you return the goods to us we are not responsible for any loss or damage to them during transit and we may not refund you if they are lost or damaged. For this reason, if you are returning items of value then we would suggest you consider using a trackable shipping service or purchasing shipping insurance.

12.5 When your return has been received and inspected we will notify you that we have received your item(s) and will inform you of the approval or rejection of your refund. A credit will be applied to your card or original method of payment within 14 days of receipt of the item(s).

12.6 We reserve the right to make a charge not exceeding our direct costs of recovering the goods if you do not return the goods.

12.7 Items that are not returnable or applicable for cancellation:

You will not have the right to cancel an order that has been specifically made and created for you to your specifications.

12.8 Gifts

If you received the item(s) as a gift and the gift was shipped directly to you we will offer a gift credit certificate and mail this to you. If the item was purchased as a gift and shipped directly to the buyer we will send a refund to the buyer.

This cancellation policy does not affect your legal rights - for example, if goods are faulty or mis-described.

13. INCOMPLETE ORDERS

13.1 If you do not receive the entire order as specified on your order confirmation email please contact us using the above contact information. If the item(s) were not out of stock or they were not sent due to a pricing error and an email notifying you of this was sent, we will take every step to rectify the situation and ensure that the missing item(s) are sent to you.

14. DAMAGED GOODS OR INCORRECT ITEMS

14.1 If an item is damaged, faulty or not as described you have the right to return the item(s). The Little Luxuries Company will make every effort to resolve the matter in accordance with our terms and conditions.

14.2 Please inform us within 3 days of any damages or incorrect items. When returning damaged goods or incorrect item(s) they must be unopened and in their original packaging. Please contact us via email to report the damaged items quoting your invoice number and a photograph of the damaged items. We reserve the right to refuse replacements on any damaged items reported to us outside of this timeframe.

14.3 We will ask for the item(s) to be returned to us and will provide details on how to proceed at the time.

15. COMPLAINTS

15.1 If you wish to make a complaint about any matter in respect of our goods or service please contact us by email or by letter using the contact details in section 1.

16. PROHIBITED USES

16.1 You are prohibited from using the site or its content for:

- Any unlawful purpose
- To solicit others to perform or participate in any unlawful acts
- To violate any laws
- To infringe upon or violate our intellectual property rights
- To harass, abuse, insult, harm, defame, slander, intimidate, disparage or discriminate.
- To submit false or misleading information
- To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website
- To collect or track the personal information of others

- To spam, phish, pharm, pretext, spider, crawl or scrape
- For any obscene or immoral purpose
- To interfere with or circumvent the security features of the service or any related website

We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.

17. INTELLECTUAL PROPERTY

17.1 All content on our website including text, graphics, logos are the property of The Little Luxuries Company is protected by UK and International copyright laws. No part of the website may be used or reproduced, sold or modified for any purpose without our written consent.

18. LIABILITY

18.1 The products sold on our website are designed to comply with all relevant UK legislation, we cannot guarantee that they comply with any legal requirement outside of the UK.

18.2 This agreement is governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts.

19. LIMITATION OF LIABILITY

19.1 The seller shall not be liable for any loss or damage suffered by the buyer in excess of the contract price.

19.2 We do not guarantee or warrant that your use of our service will be uninterrupted, timely, secure or error free.

19.3 You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

19.4 In no case shall The Little Luxuries Company, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise,

arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

19.5 Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

19.6 **Force Majeure**

The seller shall not be liable for any delay or for any failure to perform any of its services if the delay or failure is resulting from circumstances outside of its control. This includes but is not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery, shortage or unavailability of raw materials from a supplier. In such cases, the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

20.0 **INDEMNIFICATION**

20.1 You agree to indemnify, defend and hold harmless The Little Luxuries Company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

21.0 **SEVERABILITY**

21.1 In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

21.2 The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and

including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).