

GENERAL CONDITIONS FOR ONLINE SALES

APPLICABILITY OF THE GENERAL CONDITIONS OF ONLINE SALE

These Online Conditions apply exclusively to the online purchase of products from the website <https://www.calzedonia.com/uk/> (hereinafter "**Product/s**").

In the event of changes to the Online Conditions, the version published on the website <https://www.calzedonia.com/uk/> (the "**Site**") at the time an order for Products was placed (the "**Order Proposal**") will be applied to the purchase, made by the purchaser of the Products (the "**Customer**" "**you**" or "**your**"). It may be possible to view [previous versions @ the Online Conditions](#) in the appropriate section of the Site, which will be available for saving and printing for a period we may determine and may be withdrawn without notice.

The Customer is requested to read and to accept these Online Conditions before submitting their Order Proposal. Submission of the Order Proposal implies full knowledge and explicit acceptance of both of these Online Conditions and of what is indicated in the Order Proposal.

For legal information, please refer to the sections:

[Privacy Policy](#)

[Site Use Conditions](#)

[Cookie Policy](#)

1. SUBJECTS

- 1.1 The seller of the Products is Calzedonia UK Limited a company registered in England and Wales (company no. 06021062) with registered office at Spirella House, 266-270 Regent Street, London, W1B 3AH, Phone 0207 479 7791, email hello@calzedonia.com (the "**Seller**" or "**we**").
- 1.2 These Online Conditions govern the purchase of products on the Site. They do not regulate the sale of products or services by parties other than the Seller that may be present on the Site via links, banners or other hypertext links. The Seller is not responsible for the supply of goods and services by third parties.
- 1.3 The Customer will be identified using the data they provided in the Order Proposal. It is forbidden to provide false and/or invented data. The Seller is exempt from any responsibility arising from inaccurate, incomplete or invented data provided by the Customer.
- 1.4 The offers of Products on the Site are directed at customers of a legal age. By placing an order through the Site, you warrant that you are over 18 and have the legal capacity to enter into binding contracts.

2. METHOD OF CONTRACT COMPLETION

- 2.1 The information referred to in these Online Conditions and the details contained on the Site do not constitute an offer to the public, but a simple invitation to formulate an Order Proposal. After sending the Order Proposal, the Customer will receive an email confirmation of receipt (hereinafter "**Confirmation of Order Receipt**"). This email does not represent acceptance of the Order Proposal, which is considered accepted only when the Customer receives a subsequent confirmation email that the Order Proposal has been accepted and that the Products are being shipped (hereinafter "**Order and Shipping Confirmation**"). Thus, no contract exists between the Customer and the Seller until the Order Proposal is explicitly accepted by the Seller by sending the Order and Shipping Confirmation.

The online purchase contract (hereinafter the "**Contract**") will therefore only be considered completed when the Customer receives the Order and Shipping Confirmation ("**Contract Conclusion Date**") From the Contract Conclusion Date the Order Proposal will be simply defined as an "**Order**".

- 2.2 Before transmitting an Order Proposal, the Customer will be asked to confirm that the Online Conditions have been read and accepted, including the paragraphs that may contain unfavourable conditions for the Customer (for example limitations of liability, limitations on the right to withdraw from the contract, exceptions to the jurisdiction of the judicial authority, etc.).
- 2.3 Upon conclusion of the contract, the Customer will receive the Order and Shipping Confirmation by email, containing a reference to the Online Conditions (which are deemed to have already been read and accepted by the Customer when the Customer sent the Order Proposal) and a recap of the Order.
- 2.4 The Seller reserves the right to request further information relating to the Order Proposal via email or telephone before sending the Order and Shipping Confirmation.
- 2.5 The Seller may choose not to process Order Proposals which do not provide sufficient guarantees of solvency, those which are incomplete or incorrect, or in the event of unavailability of Products. In these cases, no later than 30 (thirty) working days from the day the Customer sent the Order Proposal, we will inform the Customer via email with the reasons the contract cannot be completed and the Order Proposal shall be cancelled. In such cases, the amount placed on hold against the chosen payment method will be released back to the Customer.
- 2.6 The Seller agrees to deliver the ordered Products as soon as possible (taking into account the method of shipment selected by the Customer) and in any case, no later than 30 (thirty) days from the Contract Conclusion Date.
- 2.7 The Seller reserves the right to refuse Order Proposals from a Customer with whom litigation and/or a dispute relating to a previous Order is in progress or has previously occurred. This also applies to all cases in which the Seller deems the Customer unsuitable, including, by way of example, where a Customer has previously breached the Online Conditions, the Loyalty Program or for any other lawful reason, particularly (but not only) if the Customer has been involved in fraudulent activity of any kind.
- 2.8 Although the Seller constantly adopts measures to ensure that the photographs shown on the Site are accurate representations of the Products, including the adoption of technological solutions to minimise inaccuracies, some variations are always possible due to the technical characteristics and colour resolution features of the device used. Consequently, the Seller is not responsible for any inadequacy of the graphic representations of Products shown on the Site due to the technical reasons mentioned above, as such all images are merely illustrative.
- 2.9 Once the Customer has received the Order and Shipping Confirmation, it will be too late to prevent the Products from being dispatched to the Customer. If the Customer would like to cancel the Order after this point, they should refer to paragraph 7 (Right of Withdrawal) below.

3. SPECIFIC CONDITIONS OF SALE OF PERSONALISED PRODUCTS

- 3.1 It is possible to customise some Products ("**Personalised Products**") by the Seller affixing a word, a symbol, a number or a sentence to them ("**Text**"). The Text may never be unlawful, offensive, pornographic, defamatory, blasphemous, racist, discriminatory, nor may it ever contain threats or incitements to violence or hate, nor carry names or nicknames of well-known personalities or, in general, breach the rights of third parties, including rights of intellectual property or trade marks of third parties. The Seller reserves the right to refuse any Text in breach of the above and, in general, any Text that transmits a message deemed inappropriate by the Seller, for any reason and without giving any reason to the Customer. The Seller's decision to reject the Text proposed by the customer will result in the cancellation of the Order Proposal. If the Seller does not refuse the Text, this does not imply any acceptance or endorsement by the Seller of the meaning of the Text. By placing an order for Personalised Products, the Customer:
 - 3.1.1 declares and guarantees that the Text requested for the Personalised Product does not fall within one of the prohibited cases mentioned above;

- 3.1.2 assumes all responsibility regarding the Text requested; and
- 3.1.3 shall indemnify and hold harmless the Seller, its affiliates and companies belonging to the Seller Group from any costs, expenses, damages and losses suffered by them as a result of the use of any Text affixed to the Personalised Product.

3.2 In consideration of the nature of Personalised Products and the fact that they are made specifically for the Customer, they cannot be returned, refunded or replaced, therefore the right of withdrawal is explicitly excluded and paragraph 7 of these Online Conditions will not apply to Personalised Products. The legal guarantee for non-conforming products, provided in paragraph 8 below, remains fully applicable.

4. PRICES

- 4.1 The prices of the Products (the "**Price/s**") and the costs of shipping the Products (the "**Shipping Costs**") are those indicated on the Site and at the time of the transmission of the Order Proposal. Prices and Shipping Costs are to be considered inclusive of taxes, duties and any costs related to customs duties (unless otherwise specified in the Order Proposal). All Prices and Shipping Costs are payable in Great British Pound Sterling (GBP).
- 4.2 Despite all efforts, it is possible that for some Products present on the Site a price different from the actual price may be indicated by mistake. If, due to technical errors, material errors or other inconveniences, the Price indicated on the Site is lower than the correct sales price of the Product, the Customer will be contacted to verify if they wish to buy the Product at the correct price. In the event that the Customer does not wish to proceed with the purchase, the Order Proposal will be cancelled. If the price indicated on the Site is higher than the correct sales price of the Product, the lower price will be charged.
- 4.3 The Customer acknowledges that even after the Seller has sent the Order and Shipping Confirmation, if the pricing error is obvious and could reasonably have been recognised by the Customer as an error, then the Seller will be under no obligation to provide the relevant Product(s) to the Customer at the incorrect price.
- 4.4 Prices and Shipping Costs may be subject to change at any time, but changes will not normally affect Orders in respect of which an Order and Shipping Confirmation has already been sent (save in the case of an obvious pricing error as described above).

5. PAYMENT METHOD

- 5.1 Payment can be made in one of the ways listed in the "[Payment Method](#)" section on the Site.
- 5.2 Major credit and debit cards are accepted. Payment with a credit card will not incur any additional charges from us. The Customer making the payment confirms that they are the holder of the card used. If the Customer is not the card holder, they may not proceed with the Order Proposal.
- 5.3 At the time the Order Proposal is sent, a hold for the total cost of the Order Proposal will be placed on the card and the actual charge will only be made at the time of Order and Shipping Confirmation.
- 5.4 In the event that it is not possible to debit the amount charged, the Order Proposal will automatically be cancelled.
- 5.5 Please note that the Customer's payment card data is managed by the third party who administers the payment. The Seller will only have access to the partial payment card information that the Customer decides to save (for example the type of card used, the expiry date, the card holder). Such information may be useful for the Customer's future purchases.
- 5.6 Therefore, the Seller cannot be responsible under any circumstances for fraudulent use of credit cards, debit cards and prepaid cards by third parties.

6. DELIVERY AND SHIPPING

- 6.1 Each shipment contains:

- 6.1.1 Products ordered and any giveaways;
- 6.1.2 accompanying documentation required in the dispatch country; and
- 6.1.3 information and marketing material.

6.2 The purchase invoice relating to the Order will be made available on the Site (for such period as the Seller shall determine), if expressly requested by the Customer upon the Order Proposal, in the Customer section or, in the case of an unregistered Customer, on the page containing Order details.

6.3 The Products will be delivered by a courier selected by the Seller. Please consult the "[Shipping](#)" section on the Site for additional information on costs, times and shipping methods. Products may be delivered in the following ways:

- 6.3.1 delivery to the address as indicated by the Customer;
- 6.3.2 delivery to a Calzedonia store in the country corresponding to the Site on which the Order was made for collection by the Customer; or
- 6.3.3 delivery to a collection point designated by the Customer.

6.4 If the Customer opts for their Order to be delivered to a Calzedonia store for collection, the Customer will receive an email containing the instructions for collection upon arrival of the products in the designated store and, from that moment, will have 10 (ten) days to collect the Products (personally or through a delegate). At the time of collection, it is necessary to:

- show the Order and Shipping Confirmation email;
- bring one form of ID (driving licence, utility bill, bank statement, passport,) which must have the same first and surname as that used to make the online Order; and
- sign the collection form.

or, if the Customer is registered with the Loyalty Program, it will be sufficient:

- to communicate the first and last name, or to show the loyalty card or Order and Shipping Confirmation email; and
- sign the collection form.

6.5 If the Customer opts for their Order to be delivered to a collection point they have designated, after the arrival of the Products at the agreed collection point, the Customer will be notified and will be able to collect the Products according to the procedure used by the operator who manages the service.

6.6 The non-collection of Products within the deadline indicated above at paragraph 6.4 as well as the missed delivery of Products sent to the address selected by the Customer, will result in the cancellation of the Order and the reimbursement of the entire amount paid, which will be made using the same payment method used for purchase. Any amount paid for the Personalised Products (paragraph 3) and for expenses set out in paragraph 7.4 shall not be refunded.

6.7 Upon receipt of the Products, it is the Customer's responsibility to verify the integrity of and check for any immediately evident damage to the packaging (for example a wet or damaged box). If there are anomalies, the Customer should signal them immediately, ensuring they are noted by the courier or the sales staff (in the event of an in-store collection) and refuse delivery.

6.8 The Customer will be entitled to receive the Products at a delivery address of their choice, provided that the address is located within the country corresponding to the Site on which the Order was made. As an example, if a Customer wants to place and order online and ship it to a country other than the country they are located, the Customer can select the desired destination country from the menu at the bottom of the Site and place an Order for delivery in that country.

7. RIGHT OF WITHDRAWAL

7.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contracts Regulations") the Customer has the right to withdraw from the Contract, without any penalty and without specifying reason, and return to the Seller the Products purchased. The Site is structured with functions to enable customers to exercise the right of withdrawal. The right of withdrawal does not apply to the excluded products set out in paragraph 7.12 below. The Customer must communicate to the Seller, in the manner referred to in paragraph 7.2, the desire to exercise the right of withdrawal and subsequently return the Product (following the process outlined below) both within 30 (thirty) days, starting from the day on

which the Customer or a delegated person (other than the courier) acquired possession of the Products. Where the Customer has made an Order containing more than one Product, the desire to exercise the right of withdrawal and the subsequent return of the Products can be completed at different times for each Product, but in any case, within and not later than the 30 (thirty) day period outlined above.

7.2 To exercise the right of withdrawal, the Customer has the following two options:

OPTION A: return the Products by courier or via an agreed collection point (if this service is available in your area)

- a. Before giving the Products to the courier to be returned or before taking them to an agreed collection point, the Customer shall follow the return procedure indicated on the Site.
- b. As an alternative to the above, the Customer may submit any other explicit declaration to the Seller, detailing their desire to exercise their right of withdrawal, also by completing the Withdrawal Form as amended from time to time which must be sent by registered mail or by courier with receipt of return to the address indicated in the Withdrawal Form or by email to hello@calzedonia.com.

The return must be done within 30 (thirty) days starting from the date the Products were delivered to the Customer and following the Customer's communication of the desire to exercise the right of withdrawal.

OPTION B: returning the Products to the Seller at a Calzedonia store in the UK

The Customer shall not follow Option A and shall return the Products to a Calzedonia store in the UK. The return must be done within 30 (thirty) days starting from the date the Products were delivered to the Customer and when returning the Products, the Customer shall present:

- a) the return authorisation email; or
- b) the Order number; or
- c) if the Customer is registered with the Loyalty Program, it is sufficient to communicate the first and last names or show the loyalty card or Order and Shipping Confirmation email previously received.

7.3 The right of withdrawal is subject to the following conditions:

- 7.3.1 The return of the Products will not be allowed in outlet stores and tax/duty free shops;
- 7.3.2 Where multiple Products have been purchased in one Order, the Customer can return each item at different times, provided that all returns are within the 30 (thirty) day period starting from the date the Products were delivered to the Customer. The products returned through exercising the right of withdrawal (the "**Returned Products**") must be returned in their entirety. The Customer may not return only certain parts or components of these Products (even in the case of sets);
- 7.3.3 The Returned Products must not have been used or worn (except for the purposes of trying on an item of clothing as allowed in a fitting room at a point of sale. For example, swimwear, beachwear and underwear must only be tried on over the Customer's own underwear). The Returned Products must not have been washed, dirtied or damaged and must not show signs of use;
- 7.3.4 Returned Products must be returned in the same conditions as the Customer received them, complete with all attachments, accessories and labels. For example, tights must be returned in their packaging, complete with cardboard and so on;
- 7.3.5 The Seller is entitled by law to reduce the Customer's refund to reflect any reduction in the value of the Product if this has been caused by the Customer handling it in a way which would not be permitted in a shop. If the Seller refunds the price paid before it has an opportunity to inspect the Product and later discovers the Customer has handled it in an unacceptable way or damaged it, the Customer must pay to the Seller an appropriate amount; and

- 7.3.6 In the case of promotions such as for example 5 for the price of 4, 3 for the price of 2, buy X get Y etc., the right of withdrawal may be exercised by the return of only some of the Products in the promotion unless the rules of the promotion do not allow this. Except where prohibited a relevant proportion of the price of the Products actually paid as detailed on the invoice will be refunded, except for the additional shipping expenses listed under paragraph 7.4 below. Where, for example, there is a promotion of 5 for the price of 4 and if after purchasing Products in that promotion a Customer returns 4 out of 5 of the Products, as they have only returned 80% of the Products, the Customer will only be entitled to a refund of 80% of the price paid.
- 7.4 Subject to paragraph 7.5 below, in the event of a Customer exercising its right of withdrawal, the Seller will reimburse the Customer all payments made for the purchase of the Returned Products, except for the following expenses which, if applicable, will be charged to the Customer:
- 7.4.1 any additional costs relating to expedited Order shipping (already paid by the Customer when the purchase was made), where the Customer selected a courier and/or shipping method other than the standard shipping method proposed by the Seller; and
- 7.4.2 any additional costs relating to the order which that Customer has agreed to pay for example the cost of gift wrapping.
- 7.5 If the Customer chooses to exercise its right of withdrawal and return only some of the Products purchased in one Order, the Shipping Costs paid by the Customer will not be refunded. However, if the Customer subsequently returns the remaining products that they purchased in that Order at a later date and in accordance with these terms, the Customer will be entitled to a refund of the Shipping costs they paid at the time of purchase. The Seller will provide a refund of the Shipping Costs within 14 days from the date the Customer communicates their desire to exercise the right of withdrawal, in accordance with paragraph 7.2 above, for the remaining product(s).
- 7.6 Subject to paragraph 7.7 below, the Customer is able to take advantage of the Seller's free returns process on the Site. The Customer is not obliged to follow the free returns process, and if they choose not to do so, the Customer will be solely responsible for the cost of shipping any Products back to the Seller. If the Customer does not wish to use the free returns process, the process detailed at (b) under Option A in clause 7.2 above should be followed.
- 7.7 Where a Customer is returning multiple Products purchased in one Order at different times in accordance with paragraph 7.3.2 above, the Seller may, at its sole discretion, charge the Customer [£1.95] per return for the cost of shipping the Products back to the Seller.
- 7.8 After exercising the right of withdrawal by making a return request, the Customer will receive an email confirming receipt of the request. After the Seller has verified the Customer's compliance with all the procedures required by paragraph 7, exercising the right of withdrawal, the Customer will receive an email approving the return.
- 7.9 The Seller will reimburse the Customer the sum paid for the purchase of the Returned Products no later than 14 days from the date at which the Seller received the returned goods provided that the conditions set out above have been met and subject to the deduction of any sums due to the Seller in accordance with these terms. Until this moment, the Seller may keep on hold the amount to be refunded.
- 7.10 The Seller will refund the price paid in the same payment method used by the Customer.
- 7.11 If the right of withdrawal is exercised without complying with the procedures referred to in paragraph 7, the Customer will not be entitled to any refund. Within 10 days of communicating the non-acceptance of the return and the relevant reasons, by responding to the same email, the Customer can choose to reacquire the Returned Products, at their own expense. Otherwise, the Seller may retain the Returned Products, in addition to the sum already paid for the purchase.
- 7.12 Products purchased through the Site which are exempt from the right of withdrawal include Personalised Products.

7.13 We do not offer exchanges for Products purchased from the Site, however, you may return Products to the Site using the process set out above and then place a new order.

8. GUARANTEE FOR NON-CONFORMING PRODUCTS

8.1 The Seller is responsible for any Product defects and non-conformity from the Order, existing at the delivery. Nothing in this Guarantee will replace or lessen any of the Customer's legal rights or remedies and the warranty below is in addition to these rights. We honour our legal duty to provide you with Products that meet all the requirements imposed by applicable laws and nothing in these Terms will exclude or limit your mandatory legal rights under applicable laws.

8.2 In addition to the Customer's legal rights and remedies, the Seller provides a warranty period of 2 (two) years from the time of delivery of the goods, provided that this does not conflict with the applicable legal provisions in the Customer's Country of habitual residence. This warranty is valid subject to the following conditions:

8.2.1 the defect must occur within 2 (two) years from the date of delivery of the Products;

8.2.2 the Customer must present the invoice or, if purchased as a loyalty Customer, presentation of the loyalty card or communication of the Customer's full name is sufficient.

8.3 Once a lack of conformity or Product defect has been confirmed by the Seller following its return, the Customer will have the right to obtain, without additional costs, a refund of the amount paid for the purchase of the Products. If the Customer would prefer a replacement of the Products with others, they will need to return the Products to a BRANDX store and such replacement will be dependent on the availability of replacement Products in the store at that time.

8.4 All costs of returning products that are recognised as defective are borne by the Seller.

8.5 This Guarantee does not cover normal wear and tear or damage caused by accidents, mishandling, improper use (such as tears, rips etc.).

8.6 Repairs (or attempted repairs) to Products by a third party will void this Guarantee whether or not damage has been caused by such repair or attempted repair.

8.7 If your Product is replaced by the Seller under this Guarantee, the new item will benefit from the remainder of the term of this Guarantee (calculated from the date of the original purchase of the Product). The period of this Guarantee shall not be extended whether or not your Product is replaced.

9. EVENTS OUTSIDE THE SELLER'S CONTROL

9.1 The Seller will not be liable or responsible for any delay or failure to perform that is caused by any act, event, non-happening, omission, accident or circumstance beyond its reasonable control including but not limited to:

9.1.1 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

9.1.2 strikes or lock-outs (or other industrial action);

9.1.3 national or local states of emergency;

9.1.4 interruption or failure of communication or transportation facilities;

9.1.5 power or utility outages;

9.1.6 epidemic, pandemic or public health event;

9.1.7 non-performance by suppliers or subcontractors;

9.1.8 earthquake, fire, explosion, storm, flood, subsidence, epidemic or other natural disaster;

9.1.9 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

9.1.10 the acts, decrees, legislation, regulations or restrictions of any government.

(to be referred to as an "**Event Outside the Seller's Control**")

9.2 If an Event Outside the Seller's Control takes place that affects the performance of its obligations under these Online Conditions:

- 9.2.1 the Seller will contact and notify the Customer as soon as reasonably possible; and
- 9.2.2 the Seller's obligations under the Online Conditions will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside the Seller's Control.

9.3 If the Seller is unable to fulfil the Customer's Order because of an Event Outside the Seller's Control, or there is a substantial delay to the delivery of an Order, the Customer may cancel the Order and obtain a refund of the price paid by the Customer, including any delivery charges.

10. LIABILITY

10.1 The Seller warrants to the Customer that any Product purchased from the Site is, on delivery to the Customer, of satisfactory quality and fit for all the purposes for which products of the same kind are commonly supplied.

10.2 The Seller is only liable for foreseeable loss and damage. The Seller is not responsible for any loss or damage that is not foreseeable. However nothing in these Online Conditions affects the Customer's legal rights as a consumer.

10.3 We only provide the Products for private and domestic use by consumers. Accordingly we have no liability to you for any loss of profit, loss of business or loss of business opportunity.

10.4 Nothing in these Online Conditions excludes or limits in any way the liability of the Seller:

- 10.4.1 for death or personal injury caused by the Seller's negligence;
- 10.4.2 for fraud or fraudulent misrepresentation;
- 10.4.3 under section 2(3) of the UK's Consumer Protection Act 1987 or for any breach of consumer rights relating to Products; or
- 10.4.4 for any matter for which it would be illegal for the Seller to limit or exclude, or attempt to limit or exclude, liability.

11. SEVERABILITY

If any provision of these Online Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable (deleted) from these Online Conditions and this will not affect the validity and enforceability of any remaining provisions.

12. CONTACTS

When the Customer sends email, text message (SMS) and any other communication through mobile or computer (by way of example: chat), the Customer is communicating by written in an electronic format. Please be aware that the Seller can communicate with the Customer in various ways, for example via email, text messages (SMS), or by posting messages and communications on the Website.

For any further information, please contact the Customer Service c/o Calzedonia Digital d.o.o. Matrix Building 5th floor Slavenska Avenija 1C 10000 Zagreb (Croatia) to the addresses indicated in the instant messaging ("bubble chat") and in the FAQ on the Site.

13. TRANSFERRING RIGHTS AND OBLIGATIONS TO ANOTHER PERSON OR ORGANISATION

13.1 These Online Conditions are binding on the Customer and the Seller. It will also be binding on any person or organisation to which the Seller might transfer its rights and obligations to.

13.2 The Customer may not transfer or otherwise dispose of its contract with the Seller, or any of its rights or obligations arising under it, without the Seller's prior written consent.

13.3 The Seller may transfer or otherwise dispose of a contract with the Customer, or transfer any of the Seller's rights or obligations arising under it, at any time. If the Customer has an outstanding order with the Seller at the time of any such disposal or transfer, the Customer will be contacted by the Seller and may cancel their outstanding order if they do not want to proceed.

14. THIRD PARTY RIGHTS

Other than CALZEDONIA S.p.A., any person who is not a party to the contract between the Customer and the Seller is not entitled to enforce any of its terms.

15. INTELLECTUAL PROPERTY RIGHTS

The content on the Site including all garment design, copyright, trade marks and other intellectual property rights it contains, including the name BRANDX is the sole property of the Seller or its licensors.

16. PRIVACY

Please familiarise yourself with the Privacy Policy published on the Site to obtain information on how we manage your personal data.

17. WAIVER

If the Seller fails, at any time, to insist that the Customer comply with its obligations under these Online Conditions, or if the Seller does not exercise any of its rights under these Online Conditions, this does not constitute a waiver of such rights and does not mean that the Customer is free to ignore its obligations. The Seller can still require the Customer to comply at a later date.

18. ENTIRE AGREEMENT

18.1 These Online Conditions and any document referred to within them (including via hyperlink) represent the entire agreement between the Seller and the Customer and takes precedence over any other previous agreement or representation made to the Customer whether orally or in writing.

18.2 The Customer acknowledges that, in entering into a contract with the Seller, it has not relied on any representation or promise given by the Seller or anyone else except as set out in these Online Conditions.

19. APPLICABLE LAW, SETTLEMENT OF DISPUTES AND JURISDICTION

19.1 These Online Conditions and the Customer's purchase of Products from the Seller through the Site shall be governed by English law and each party irrevocably agrees to submit any dispute or claim arising out of or in connection with these Online Conditions or the Customer's purchase of Products from the Seller to the non-exclusive jurisdiction of the English courts. However if you are a resident of Northern Ireland, Scotland or Wales, you may also bring proceedings in your local courts.

20. MODIFICATIONS AND UPDATES

These Online Conditions may be modified at any time. The Customer will be required to accept the Online Conditions in force at the time of purchase. New versions of the Online Conditions will be effective from the date of publication on the Site and in relation to Orders submitted after that date. It may be possible to view [previous versions of the Online Conditions](#) in the appropriate section of the Site.

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