

## TERMS AND CONDITIONS

### Website terms and conditions of supply.

These pages tell you information about us and the legal terms and conditions ("Terms") on which we sell any of the products ("Products") 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, before ordering any Products. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time. 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  
We operate the website [sassalina.com](http://sassalina.com). We are Sarah Freeman, trading as Sassalina.
2. Contacting us:  
If you wish to contact us for any reason, you can contact us by telephoning on 07866516281 or by e-mailing us at [sarah@sassalina.com](mailto:sarah@sassalina.com).  
  
If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.  
  
For the purposes of these terms, "writing" includes email.
3. Our Products  
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.
4. Use of our site  
Your use of our site is governed by our **Terms of website use**. Please take the time to read these, as they include important terms which apply to you.
5. Our right to vary these Terms  
We amend these Terms from time to time. 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.
6. Commencement and final payments  
The initial payment of 50% of total cost is non-refundable.  
To cancel a Contract, you just need to let us know that you have decided to cancel. You can e-mail us at [sarah@sassalina.com](mailto:sarah@sassalina.com), call on 07866516281 or post to our address. If you are e-mailing us or writing to us please include

details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. 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 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 7. Delivery

We provide you with an estimated delivery date at the time of taking the initial 50% payment. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 10 for our responsibilities when this happens.

You own the Product once we have received payment in full, including any applicable delivery charges.

## 8. Our warranty for the Products

For our Products, 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 to any defect in the Products arising from: (a) fair wear and tear; (b) wilful damage, abnormal storage or use conditions, accident, negligence by you or by any third party; (c) any alteration or repair by you or by a third party or (d) any specification provided by you.

As a consumer, this warranty is in addition to, and does not affect, 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.

## 9. Our liability

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.

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.

We do not in any way exclude or limit our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); (d) 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 (e) defective products under the Consumer Protection Act 1987.

10. Events outside our control

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. An “Event Outside Our Control” means any act, event or circumstance beyond our reasonable control. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract: (a) we will contact you as soon as reasonably possible to notify you; and (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you are entitled to and opt to cancel under this clause, you will have to return any relevant Products you have already received and we will refund the price you have paid, subject to the deduction of the initial 50% payment.

11. Other important terms

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.

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 8 to the recipient of the gift without needing to ask our consent.

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. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 8, but we and you will not need their consent to cancel or make any changes to these Terms.

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.

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.

If you are a consumer, 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.