

---

Effective Date: *1st June, 2015*

-

## TERMS AND CONDITIONS

### General

Welcome to the **alt.** [ *a lovely thing* ] website. By using this website you agree to comply with and be bound by, the following Terms and Conditions.

Before placing an order please read carefully through these Terms & Conditions, as there are certain conditions which will effect the cost of receiving your **alt.** [ *a lovely thing* ] products. **alt.** [ *a lovely thing* ] is an online informative and e-commerce platform for your personal use and sale of products of our suppliers.

### Your order

On receipt of your order, you will automatically receive an Order Confirmation by email confirming that we are able to send you the goods you have ordered, the price you paid, VAT tax amount, delivery charges and the estimated delivery date. No contract shall come into existence until we have accepted your order. You must immediately check the details contained in the Confirmation of Order and we advise you to print and keep a copy of it for your records. We reserve the right at our absolute discretion to accept or reject any offer. Your order may not be accepted if there are material errors in the description of the goods ordered, quantity or price. All prices and offers are subject to change.

Your statutory rights are not affected by these Terms and Conditions. We have taken great care to ensure that the products on our website are presented as accurately as possible. All products are subject to availability. We will inform you as soon as reasonably possible in the event that the goods you have ordered are unavailable. In the event that the goods that you have ordered are unavailable a full refund will be offered. Products sold on this website are used at the risk of the end users, some products if used incorrectly or in the wrong way or by anyone under the age of 18 may cause undue or unnecessary harm- please be aware of this and use caution in using our products correctly. The customer who buys products on our website should use them in a safe manner and should be aware that incorrect use may cause harm or distress, for which the customer agrees to hold harmless **alt.** [ *a lovely thing* ] by agreeing to purchase from our websites.

### Customs and excise duties payable by the customer

Please note that all prices quoted on our website exclude any local Import Tax, Customs or Excise Duties which is deemed payable by the customer when the goods land at the destination country. Note well that all customs taxes, import duties, excise taxes are deemed payable by the customer and are not included in the price quoted or delivery fee when we ship our goods from the UK.

In the event a customer refuses to pay for any valid customs, excise or import duties deemed payable by the host country and **alt.** [ *a lovely thing* ] is forced to take back the unpaid goods due to non-payment of such duties by the customer, we will seek to redeem shipping costs and other additional expenses at the customer's expense. In the likely event liability for such customs, excise or import or re-delivery duties is transferred back to **alt.** [ *a lovely thing* ], we will seek to redeem these costs from the customer at the customer's expense. The customer agrees this will give **alt.** [ *a lovely thing* ] the right to deduct all customs, excise or import or delivery duties from any final refund due payable by the customer so that **alt.** [ *a lovely thing* ] does not suffer any form of financial loss from such a decision by the customer to refuse to pay such customs or excise duties which are deemed payable at the time.

### Personal details

In order to make purchases through the website, you will be requested to register and provide your personal details. In particular, customers must provide their real name, phone number, e-mail address and other requested information as indicated. Furthermore, when ordering items, you will be required to provide payment details and you represent and warrant that the payment details you provide on ordering are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. If you are under 18, you should not use the website without express permission and supervision from your parent or guardian. Please ensure the parent and guardian acknowledges the **alt.** [ *a lovely thing* ] Privacy Policy before you register to use this website or any of this website's services. If your personal information changes then please notify us immediately by contacting us at [info@alt-001.com](mailto:info@alt-001.com).

### External links

External links may be provided for your convenience, but they are beyond the control of and no representation is made as to their accuracy and content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external website's terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of **alt.** [ *a lovely thing* ]. Please contact us if you would like to link to this website or would like to request a link to your website.

### Delay or failure to perform

We shall not be liable if we are prevented or delayed in the performance of any of our obligations to you if this is due to any cause beyond our reasonable control including, without limitation: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure of our supplier(s); failure by you to give us a correct delivery address or notify us of any change of address. We will inform you of any such unforeseen event or of force majeure within seven days of its occurrence. Should this interruption continue beyond a period of two weeks, you will be entitled to cancel the order, and a refund will be made in accordance with these terms and conditions.

### Liability

Except for death or personal injury due to our negligence or that of our employees, we shall not in any circumstances be liable, whether in contract or tort, to you for any direct, indirect or consequential loss or damage arising from the sale or use of our goods, including, without limitation, loss of revenues, profits, contracts, business or anticipated savings, damage to property, any loss of goodwill or reputation, or any special or indirect or consequential losses in any case. In all cases our entire liability, howsoever arising, shall be limited to damages, which shall not exceed the price paid for the goods in respect of which the claim has arisen.

We do not accept any responsibility for any amendments or changes we may make to the information contained in our website, and we reserve the right to alter these terms and conditions or the information contained in this website at any time. Any changes made to these terms and conditions shall be highlighted, and all purchases made from the date of the amendments shall be subject to the replacement terms and conditions. Should you continue to use the website once we have highlighted the changes, you shall be deemed to have accepted all of the amendments we have made.

You shall be responsible for reading and understanding these terms and conditions, and we do not accept responsibility for any loss or damage incurred by you or any third party as a result of your failure to do so.

We shall not be liable to any person for any loss or damage whatever which may arise from the use of any of the information contained in any of the materials on this website.

### Warranties

While **alt.** [ *a lovely thing* ] will use reasonable endeavours to verify the accuracy of any information it places on the website, we make no warranties, representations, statements or guarantees, whether express, implied in law or residual, regarding the website, the information contained on the website, the products available through this website, your or your personal or company's information or material and information transmitted over our system. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through this website. This website is provided on an "as is" and "as available" basis without any representation or endorsement made.

---

We make no warranty that this website will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that this website or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials. You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of this website and any information provided to or taken from this website by you. Nothing in these terms and conditions shall limit your rights as a consumer under English law.

### Use of the website

**alt.** [ *a lovely thing* ] does not make any warranty or representation that information on the website is appropriate for use in any jurisdiction, other than Great Britain. By accessing the website, you warrant and represent to **alt.** [ *a lovely thing* ] that you are legally entitled to do so and to make use of information made available via the website.

### Dispute resolution

To the fullest extent permitted by applicable law, any dispute relating in any way to your visit to the website and any purchase by you of any products from our website shall be submitted to confidential arbitration in London, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in the English Courts, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the International Chamber of Commerce. The arbitrator's award shall be binding and may be entered as a judgement in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. To the extent arbitration is not permitted by applicable law, any dispute relating in any way to your visit to the website shall be submitted to an appropriate court or other judicial body in London, and all applicable provisions of this section shall apply.

### Indemnification

At our request, you agree fully to defend, indemnify and hold harmless **alt.** [ *a lovely thing* ] the company, its directors, officers, agents, affiliates, licensors, and suppliers, from and against all liabilities, claims, expenses, damages and losses, including legal fees, arising from any breach of the terms and conditions by you or any other liabilities arising out of your use of this website, or the use by any other persons accessing this website using your Internet account. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you hereunder.

### Entire agreement

The terms and conditions, as amended from time to time, constitutes the entire agreement between you and **alt.** [ *a lovely thing* ] regarding your use of this website, and supersedes any other agreement or understanding, arrangements, undertaking or proposal, written or oral, between you and **alt.** [ *a lovely thing* ] in relation to such matters.

### Alterations

The Website Owner may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions, "the "current version", and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

### Conflict

Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

---

## Cession

The Website Owner shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

## Severability

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

## Intellectual property rights

The alt. [ *a lovely thing* ] trade mark as well as all trademarks, whether they are figurative or not, and all other marks, illustrations, images, and logo which appear on our products, accessories or packaging, whether registered or not, are and remain the exclusive property of **alt.** [ *a lovely thing* ] a company incorporated in England and Wales under the name of ALT London Ltd, whose registered office is based in central london. Any reproduction, whether complete or partial, modification or use of these marks, illustrations, images and logo, for whatever reason and in whatever medium, without our written, express and prior agreement, is strictly prohibited, as is any combination or use in conjunction with any other mark, symbol, logo and more generally any distinctive sign intended to form a composite logo. In additional, we assume that all third-party brands that are featured on our website own their trademarks, whether they are figurative or not, and all other marks, illustrations, images, and logo which appear on our products, accessories or packaging, whether registered or not, are and remain the exclusive property of these third-party brands.

## Copyright

All of the rights, including copyright, database, trademarks and all others intellectual property rights in all material or content, contained in this website are owned by **alt.** [ *a lovely thing* ] and you must not copy or dispatch any of the information contained in it. You agree that the content of this website and all the pictures on our website are strictly our property or that of our suppliers, cannot be copied, reproduced, transmitted, published, displayed, distributed or commercially exploited. The content of this website is only made for your personal non-commercial use. You agree not to facilitate or assist any third party to copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of our material and content without our written consent or the written consent of our licensors. In that case, you should be able to provide us with the proof that you are licensed to use them. You further agree that you shall only use the website for legitimate, lawful purposes, and any other use shall only be permitted with our written consent.

## Comments or questions

If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us at [info@alt-001.com](mailto:info@alt-001.com)

## Governing law

These terms and conditions are governed by the laws of England and Wales and the English Courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it. No waiver by us of any breach of these terms and conditions by you is considered as a waiver of any subsequent breach of the same or any other provision.