

Sale of Products and Website Terms of Use

This page tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**) and your use of our site. Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. 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 from our site.

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

We may amend these Terms from time to time. Please look at the bottom of this page to see when these Terms were last updated and which Terms were changed.

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.

These Terms, and any Contract between us, are only in the English language.

1 Information about us

- 1.1 We operate the website customerservices@lauramanara.com. We are Laura Conti Ltd, a company registered in England and Wales under company number 08297771 and with our registered office at 48 Chancery Lane, London, WC2A 1JF, United Kingdom. We trade as Laura Manara. Our VAT number is 152842414.
- 1.2 If you wish to contact us for any reason, including because you have any complaints, you can contact us by e-mailing us at customerservices@lauramanara.com.
- 1.3 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.

2 Our Products

- 2.1 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.
- 2.2 Your Products may vary slightly from those images.

3 Use of our site

- 3.1 Our site is made available to you free of charge. You acknowledge that, from time to time, the site may be unavailable and that we may suspend, withdraw, discontinue or change all or any part of our site at any time without notice.
- 3.2 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and not disclose it to any third party.
- 3.3 We may update our site from time to time, and may change the content at any time. Whilst we seek to keep our site up-to-date, it is possible that, from time to time, items of content on our site may be out of date and, before relying on any such information, you should verify it independently.
- 3.4 We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and

platform in order to access our site. You should use your own virus protection software.

- 3.5 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- 3.6 You may link to our site provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 3.7 With our written permission, you may use our imagery, from the site, on your social media pages, provided you do so in a fair and legal way that does not damage our reputation or take advantage of it. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. To obtain our permission, please contact us at customerservices@lauramanara.com.

4 Intellectual Property

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

5 How we use your personal information

- 5.1 For the purpose of the Data Protection Act 1998, we are the data controller.
- 5.2 You may provide us with personal data when filling in forms on our site. This may include when you place orders or in correspondence with us by phone, e-mail or otherwise.
- 5.3 The information you give us may include your name, address, e-mail, telephone number and payment information. We will only use your information for the purposes of providing you with the Products that you have purchased from the site and we will pass your details on to the people who we subcontract out to do the delivery unless we have your permission.

6 Cookies

- 6.1 A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.
- 6.2 Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site.
- 6.3 By continuing to browse the site, you are agreeing to our use of cookies.

7 How the contract is formed between you and us

- 7.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

- 7.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 7.3.
- 7.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.
- 7.4 Whilst we do try to keep our site up to date so that items on it are in stock, sometimes items sell out quickly and, when this happens, we will try our best to offer alternatives. Please note that holding items in your basket does not secure stock, once your order has been completed your stock will be allocated.
- 7.5 If we are unable to supply you with a Product, we will inform you of this by e-mail or by telephone and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.
- 7.6 Please note, we may not accept your order if:
- 7.6.1 an item you have ordered is out of stock;
 - 7.6.2 if your card is due to expire within 28 days of your purchase date;
 - 7.6.3 we are unable to obtain authorisation for your payment; or
 - 7.6.4 if we identify a product or pricing error.
- 7.7 We reserve the right to reject any offer to purchase by you at any time and at our sole discretion.

8 Right of return and refund for consumers in the European Union

- 8.1 If you are a consumer based in the European Union, you have a legal right to cancel a Contract, which starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Your deadline for cancelling the Contract is then as follows:

Your Contract	End of the cancellation period
Your Contract is for a single Product.	The end of the cancellation period is the end of 14 days after the day on which you receive the Product.
Your Contract is for multiple Products which are delivered on separate days.	The end of the cancellation period is the end of 14 days after the day on which you receive the last of the Products ordered.

- 8.2 To cancel a Contract, you just need to let us know that you have decided to cancel. You may use a copy of the form which is set out at the bottom of these Terms. You can also e-mail us at customerservices@lauramanara.com.
- 8.3 If you cancel your Contract we will:

- 8.3.1 refund you the price you paid for the Products less a reduction in price to reflect any reduction in the value of the goods that has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;
- 8.3.2 refund you the costs of delivery based on the least expensive delivery option; and
- 8.3.3 make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
 - (a) if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see clause 8.6; and
 - (b) if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.
- 8.4 If you have returned the Products to us under this clause 8 because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 8.5 We will refund you on the credit card or debit card used by you to pay.
- 8.6 If a Product has been delivered to you before you decide to cancel your Contract:
 - 8.6.1 then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You must send it back to us; and
 - 8.6.2 we will be responsible for the cost of returning the Product to us if you are returning it from within the UK. However, unless the Product is faulty or not as described (in this case, see clause 8.4), if you are returning it from outside the UK, you will be responsible for the cost of returning the Product to us. If the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery. If we have offered to collect the Product from you, we will charge you the direct cost to us of collection.
- 8.7 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 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9 Delivery

- 9.1 We will contact you with an estimated delivery date, which will be within 30 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 15 for our responsibilities when this happens.

- 9.2 Delivery of an order shall be completed when we deliver the Products to the address you gave us or you or a carrier organised by you collect them from us and the Products will be your responsibility from that time.
- 9.3 You own the Products once we have received payment in full, including all applicable delivery charges.

10 International delivery

- 10.1 We only deliver to customers in the United Kingdom and countries in the European Union (**International Delivery Destinations**).
- 10.2 If you order Products from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes.
- 10.3 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

11 Price of Products and delivery charges

- 11.1 Subject to the remainder of this clause, the prices of the Products will be as quoted on our site at the time you submit your order.
- 11.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 11.3 The price of a Product is always quoted in Pound Sterling and includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 11.4 The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.
- 11.5 It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- 11.5.1 where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and
 - 11.5.2 if the Product's correct price is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If you have already paid for the Product we shall refund the full amount within 30 days of the date of your order.

12 How to pay

- 12.1 You can only pay for Products using a debit card or credit card. We accept the following cards: Visa, MasterCard, Delta/Connect or Maestro.
- 12.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card, credit card account until we dispatch your order.
- 12.3 Your online purchases are processed using appropriate methods of internet security technology. We accept orders only from web browsers that can use Secure Socket Layer (SSL) technology, which means you cannot inadvertently place an order through an unsecured connection. Most web browsers now support this.
- 13 If you have questions regarding our credit card security policies, please email us at customerservices@lauramanara.com.

14 Our liability

- 14.1 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.
- 14.2 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.
- 14.3 We do not in any way exclude or limit our liability for:
- 14.3.1 death or personal injury caused by our negligence;
 - 14.3.2 fraud or fraudulent misrepresentation;
 - 14.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 14.3.4 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
 - 14.3.5 defective products under the Consumer Protection Act 1987.

15 Events outside our control

- 15.1 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 is defined below in clause 15.2.
- 15.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- 15.3.1 we will contact you as soon as reasonably possible to notify you; and
- 15.3.2 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.
- 15.4 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 opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

16 Other important terms

- 16.1 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. We will always notify you in writing or by posting on this webpage if this happens.
- 16.2 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.
- 16.3 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.
- 16.4 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.

Please copy and paste the form below, complete the details and return the form either by registered post to or by email to customerservices@lauramanara.com.

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To:
Laura Manara
Allport Cargo Services
13 Hayes Road
Southall
Middlesex UB2 5ND

customerservices@lauramanara.com

I [NAME] hereby give notice that I cancel my contract of sale of the following goods [SPECIFY GOODS],
Ordered on [DATE]/received on [DATE],
Name of consumer,
Address of consumer,
Signature of consumer (only if this form is notified on paper),

Date