

General terms and conditions

Last Updated: 02/06/2018

Please read these terms and conditions (“Terms”, “Terms and Conditions”) carefully before using the www.incollaboration.com website (the “Service”) operated by In Collaboration.

This site is owned and operated by In Collaboration by In Collaboration Ltd. We are a registered company in the UK under company number 10739975 and with our registered office at 16 Royalfield Close, Hullavington, SN14 6DY. Our main trading address is 16 Royalfield Close, Hullavington, SN14 6DY. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website you can contact us at support@incollaboration.co.uk.

Your access to and the use of the Service is conditioned on your acceptance and compliance with these Terms. These Terms apply to all visitors, users and others who access and/or use the Service.

By accessing and/or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. Purchases

A purchase through the In Collaboration website will create a contract of purchase between yourself and the individual or collaborative seller(s) (Herby referred to as The Seller(s)) . The responsibility of the item order is that of The Seller(s) you have made the purchase with and not the responsibility of In Collaboration.

Every store will have their own policies regarding products, shipping and any other aspect of the purchase required. It is your responsibility as a customer to ensure you have checked the terms of the shop you plan to purchase from and agree with their terms.

In the case of an issue or fault with an order it is the responsibility of The Seller(s) to resolve. In the case of an issue unresolved In Collaboration will step in to support resolving an issue, however In Collaboration holds no responsibility over said issues (financial, legal or otherwise). In Collaboration will act as a mediator regarding complicated or unresolved issues as required and will take action to resolve where required at our digression.

We must receive payment of the whole price of the goods and/or service you are ordering before your order can be accepted. Payment for the price of goods and/or service will on your part represent an agreement to purchase the goods and/or service. In the case of standard goods, only when an item has been dispatched will a legally binding contract be created between yourself and The Seller(s). In the case of custom/personalised orders, a legally binding contract will be created between yourself and the seller on receipt of confirmation of your order. In the case of a service, a legally binding contract will be created between yourself and The Seller(s) on the date of commencement of service as stated in the confirmation of your service.

2. Acknowledgement of your order

If you wish to purchase any product or service made available through the Service (“Purchase”) you may be asked to supply certain information relevant to your purchase, without limitation; your name, address, email address.

This allows us to process your order and arrange the dispatch and postage of your order. We will notify you by email as soon as possible to confirm the receipt of your order and to confirm details.

Availability

We strive to ensure all availability listed is kept up to date but we are not responsible for any errors or changes in availability. All orders are subject to availability and acceptance of order request. If the goods or services you have ordered are not available The Seller(s) or ourselves will contact you via email or phone (if you have provided us with those details). You will have the option to either wait until the item or service is available from stock or cancel your order. In the case that an item or service will not become available again, your order will be cancelled and fully refunded.

Ordering errors and Responsibility of Orders

You are able to correct errors on your order until the point of hitting submit/ checkout on your order during the order process. It is the customer’s responsibility to ensure all details, selections and requests are correct before submitting an order and completing checkout. We cannot guarantee any changes to be made after this point, however we recommend you email us as soon as possible for the best chance of amendments. Please note that we are not required to make any refunds on orders due to customer ordering errors and under no circumstances will personalised requests with customer errors be refunded after creation of items or services.

Delivery

Delivery charges may vary according to the type of goods or services purchased and may also vary from store to store. Each Seller(s) store will have their own details regarding delivery charges and terms and conditions, and each item may also vary. We advise you to check the delivery terms of each store and price of each item before placing your order.

It is important that you ensure the address specified in your order is correct and you update delivery addresses as required. We, and no Seller(s) of In Collaboration will be responsible for liability, loss or damage due to incorrect address or insufficient delivery information. We, and any Seller(s) of In Collaboration cannot accept liability for any loss or damage to the goods and/or services once they have been delivered in accordance with your delivery instructions, unless caused by our, our The Seller(s) negligence. Delivery dates will always be aimed to be achieved, however delivery times and dates are not guaranteed. Please see The Seller(s) stores and/or listing details for specific details.

You will become the owner of the goods you have purchased when they have been delivered to you. In Collaboration and/or The Seller(s) will not be liable for any loss or

destruction of goods after this time. Goods are held at your own risk and sole responsibility lies with yourself (The Customer).

Liability

While we maintain proper practice and ensure full safety and security procedures are in place at all times, In Collaboration are not responsible for for any loss for users. We try to ensure this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available and in use to use the website. Except in the case if negligence on our part we will not be liable to any party for any loss or damage which may arise to computer equipment as a result of using this website.

We are not liable for any issues, damages or losses caused due to purchase of an item or service and it is The Seller(s) the purchase was made with who hold responsibility. Please see the shop terms for their own liability terms.

Ownership of Rights

Use of this website is permitted under expectable use. All copyright of the website, it's design, content, functionality and all other intellectual property belongs to In Collaboration and may not be copied, recreated or reused without prior written, signed permission in form of an official licensing agreement. Any Images found on the In Collaboration website and affiliate sites and accounts are not to be used for own or commercial use. For any breach of this we will take legal action.

Cancellation

Under **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

Should you wish to cancel you order you may use the form provided at the end of this contract or by notifying us by another clear statement.

You can not cancel any bespoke order (such as requiring made to order or personalisation) after receiving confirmation of your order, or any newspapers or magazines, or any audio or video software that has been removed from the sealed package in which it was delivered.

If you have received the goods before you cancel your contact, you must return the goods back to The Seller(s) address at your own cost and risk. If you cancel your contact but the order has already been processed, you should not unpack the goods when they are received by you and must send the goods back to The Seller(s). No refund will be made until we have had confirmation that the order has been returned in it's original condition. Once we have

received confirmation of the return of the goods, we will refund any sum debited by us from your credit or debit card within 14 calendar days.

We reserve the right to make a deduction from your refund for the loss of value of the goods supplied if the loss is the result of unnecessary handling by you (for example but not limited to: using, wearing or damaging the goods prior to cancellation). Refund deductions are the responsibility of The Seller(s) and should be arranged and discussed with as so. In Collaboration will make the refund of any order based on the terms as agreed by The Seller(s). In Collaboration hold no responsibility over refunds other than where required to transfer agreed funds. The terms and agreements of refunds are the responsibility of The Seller(s) and In Collaboration hold no responsibility over the decisions.

Cancellation by us

We reserve the right to cancel any order

If The Seller(s) have insufficient stock to deliver the goods you have ordered or insufficient availability and ability to deliver the service you have ordered.

The Seller does not deliver to your area

One or more of the items you ordered was listed at an incorrect price due to a typographical error or an error in pricing information provided to us

If any order is not to be processed due to the reasons above we will notify you by e-mail and re-credit to your account any sum deducted by us from your credit or debit card within 14 calendar days.

Conclusion

These terms are governed by the English law. Any contract for the purchase of goods from this site and any dispute or claim arising out of or in connection with any such contract will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. If any provisions in this contract are not unenforceable (including in which we exclude our liability to you) they are severable from the contract and therefore the enforceability of any other part of these conditions will not be affected.

If you have any questions about these terms please contact us.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By using the In Collaboration website you acknowledge and agree to be bound by the terms of our privacy policy.