

## **THE ONLINE STYLIST - TERMS & CONDITIONS**

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the Services (**Services**) listed on our website [www.fortynotout.com](http://www.fortynotout.com) (**our site**) to you. Please read these terms and conditions carefully before ordering any Services from our site. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Services from our site.

### **1. INFORMATION ABOUT US**

[www.fortynotout.com](http://www.fortynotout.com) is a site operated by Amanda Start t/a The Online Stylist (**we**). Our main trading address is Office 404, 4<sup>th</sup> Floor, Albany House, 324/326 Regent Street, London, W1B 3HH.

### **2. SERVICE AVAILABILITY**

Our site is only intended for use by people resident in the United Kingdom. We do not accept orders from individuals outside those countries.

### **3. YOUR STATUS**

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old; and
- (c) You are resident in one the United Kingdom.

### **4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

By placing an order via the Site, you are entering into a legally binding contract with us (**Contract**). If, for any reason we need to cancel the Contract we may do so at any time by sending you an email to the email address provided on the order form. If we do cancel the Contract you will receive a full refund of the price that you have paid.

### **5. OUR STATUS**

We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such

warranties are **DISCLAIMED** by us absolutely. This **DISCLAIMER** does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

## **6. PROVISION OF SERVICES**

6.1 Your order will be fulfilled and your personalised style report will be sent to you, via email, within 5 working days of formation of the Contract.

6.2 If you require your order to be fulfilled in less than 5 working days, please contact us and we shall do all that we reasonably can to accommodate your wishes. However, please note that no guarantee can be given in this respect.

## **7. PRICE AND PAYMENT**

7.1 The price of any Services will be as quoted on our site from time to time, except in cases of obvious error.

7.2 These prices are exclusive of any VAT that may be payable, which will be added to the total amount due.

7.3 Prices are liable to change at any time, but changes will not affect orders in respect of which a Contract has been formed.

7.4 Payment for all Services must be by Paypal. Payment must be received in advance of us providing the Services.

## **8. OUR LIABILITY – PLEASE READ THIS SECTION CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS**

8.1 The Services that we provide and the recommendations given to you within your personalised style report are based on our personal opinions which have been formed from the information that you have provided. You fully acknowledge and understand that fashion is a subjective topic and that peoples tastes vary and trends change over time. Whilst we do all that we reasonably can to ensure your satisfaction with the Services that we provide, you acknowledge and understand that we can give no guarantees that the recommendations that we provide will be liked by you or be suitable for any particular occasion.

8.2 Some people may have an allergic reaction to materials used in certain types of jewellery. If you are aware that you have such an allergy you must notify us in advance if you require us to recommend jewellery as part of the Services. We will

then take all reasonable precautions to ensure that the jewellery that we recommend to you does not contain the materials which you are allergic to. However, you should be aware that we can provide no guarantees in this respect and we can only work with the information that we are provided with by the manufacturers or suppliers of the jewellery. We are under no obligation to do further research in this respect. If you have any concerns in this respect it is your responsibility to obtain proper medical advice and then choose your jewellery accordingly.

8.3 Our liability for losses you suffer as a result of us breaking this agreement or failing to comply with any statutory obligation is strictly limited to the purchase price of the Services you purchased.

8.4 This does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) Under section 2(3) of the Consumer Protection Act 1987;
- (c) For fraud or fraudulent misrepresentation; or
- (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

8.5 We are not responsible for indirect losses which happen as a side effect of the main loss or damage.

8.6 Where you buy any product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions. We shall not be responsible for any losses that you may suffer as a result of purchasing any product through a third party website.

## **9. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **10. NOTICES**

10.1 All notices given by you to us must be given to Amanda Start t/a The Online Stylist at Office 404, 4<sup>th</sup> Floor, Albany House, 324/326 Regent Street, London, W1B 3HH.

- 10.2 We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 9 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **11. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 11.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 11.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 11.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **12. EVENTS OUTSIDE OUR CONTROL**

- 12.1 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 events outside our reasonable control (**Force Majeure Event**).
- 12.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) Strikes, lock-outs or other industrial action.
  - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - (e) Impossibility of the use of public or private telecommunications networks.
  - (f) The acts, decrees, legislation, regulations or restrictions of any government.
- 12.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for

performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

**13. WAIVER**

13.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

13.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

13.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 10 above.

**14. SEVERABILITY**

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**15. ENTIRE AGREEMENT**

15.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

15.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

15.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

**16. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 16.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 16.2 You will be subject to the policies and terms and conditions in force at the time that a Contract is formed, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

**17. LAW AND JURISDICTION**

Contracts for the purchase of Services through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.