

THE CRAVAT COMPANY
TERMS AND CONDITIONS

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1. Definitions

"Cookies" means small files which are stored on your computer's hard drive to identify your preferences and your computer. We use cookies to operate our processes, to obtain general statistical information about users and to store information about your shopping session and to identify your computer;

'Goods' means the goods displayed for sale on the Website.

'Distance Communication' means purchases exclusively made via telephone, fax, mail order and/or The Cravat Company Ltd website;

'Made-To-Order' and 'Custom-Made' means Products made to requirements specified by you and/or made in materials, fabrics and/or colours specified by you;
- This applies to all items produced to order such as our cravats, ties, bow-ties, sashes, etc.

'Standard Items' covers all standard Products but excludes Made-To-Order and Custom-Made;
- Our cufflink & cravat pin sets and cravat pins are considered to be 'Standard Items' unless you have specifically asked us to make them for you in a non-standard colour.

'Personal Information' means the details you provide on completing our Order-Form or Feedback Form;

'Product or Products' means The Cravat Company Ltd good(s) displayed for sale on the Website;

'Website' means the website located at www.thecravatcompany.co.uk;

'we', 'us', 'our' means The Cravat Company Ltd;

'you', 'your' means the customer.

2. Ownership

The Website is an official website of The Cravat Company Ltd and the copyright and the database rights are owned by The Cravat Company Ltd. The Website and all intellectual property rights (including but not limited to rights in the website as a database) in its text, design, images, graphics, and the selection, organization and arrangement thereof, together with all garment and product designs shown therein belong to The Cravat Company Ltd.

3. Limited Licence and Restrictions

You recognise and agree that the material and content contained on the Website is made available to you for your personal and non-commercial use and that you may only download such material and content for the purpose of using the Website to a single personal computer. Furthermore you recognise and agree that any other use of the material and content of the Website is strictly prohibited and you agree that it is strictly prohibited to (or to assist or facilitate any third party to) copy, reproduce, transmit, modify, publish, display, distribute, commercially exploit or create derivative works of material and/or content from the Website without our written permission and is a violation of our intellectual property rights.

4. Basis of Sale

All orders that you place on the Website will be subject to acceptance in Accordance with these terms and conditions.

The following is required to create a contract between you and us:

Please follow the simple onscreen instructions taking you through the process of placing an order on the website. You place the order for your products by pressing the 'Submit Card Details' button on the 'Purchase' page, in doing so you offer to buy the Goods at the prices indicated as well as any applicable delivery charges.

An order acknowledgement email will be sent to you detailing the products you have ordered. Please note that this email is merely an acknowledgement of your order and **not** an acceptance or confirmation of your order by The Cravat Company Ltd.

Except for all orders of Custom-Made and/or Made-To-Order products, the acceptance of your order and the completion of the contract between you and us will take place on dispatch of the products unless we have notified you that we do not accept your order or you have cancelled it.

If you have ordered Custom-Made and/or Made-To-Order products the acceptance of your order and the completion of the contract between you and us will occur when you receive a confirmatory email from us unless we have notified you that we do not accept your order or you have cancelled it. Once we have accepted your order it becomes binding, subject to your rights of cancellation. Non-acceptance of an order by us will occur if: the ordered product is unavailable or discontinued; we identify a pricing or product description error; or we are unable to obtain authorisation for your payment.

We reserve the right to withdraw any Products from this Website at any time and/or remove or edit any materials or content on this Website. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any Product from this Website whether or not that Product has been sold; removing or editing any materials or content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

To be eligible to purchase Products on this Website and lawfully enter into and form contracts on this Website under English law you must: be over 18 years of age; register by providing your real name, phone number, email address, payment details and other requested information; provide a valid delivery address; (Please note that PO box numbers, hotels and temporary accommodation addresses are not acceptable); and possess a valid credit or debit card issued by a bank acceptable to us.

5. Made-To-Order and Custom-Made Products

The Products will be made specifically to your order in accordance with the instructions and specifications you have given us.

The terms 'Made-To-Order' and 'Custom-Made' apply to all Products that we make up to order in materials, fabrics and/or colours specified by you such as our cravats, ties, bow-ties, sashes and other items that we may be asked to make.

Essential Checks Before Ordering

It is your responsibility to ensure that before you order any Made-to-Order or Custom-Made Product, that you have reached a final decision with regard to the fabric or fabrics you have chosen, the colour or colours you have chosen, and that you have checked that the sizes you are ordering are correct or if supplying measurements that the measurements you are supplying to us are correct and comprehensive.

It is your responsibility to check, before submitting your order, that all details and aspects of your order are correct and suitable for your requirements, including sizes, measurements, dimensions, and Product features such as style, fabric and colour. Please read notes 10 and 11.

Our **Colour-Matching and Swatch Request Service** is available to assist you in choosing the correct fabric and colour for your cravats, ties, bow-ties, waist sashes and other made-to-order items, prior to you placing your order.

6. Cancellations, Returns and Refunds

6.1 Cancellations

Made-To-Order and Custom-Made Products

If you need to amend or cancel your order for Made-To-Order or Custom-Made Products you are entitled to do so at any time up to 48 hours after you have placed your order, by contacting customer services.

If you amend or cancel your order more than 48 hours but within 7 days from the date you placed it, we reserve the right to charge you any costs we have incurred in relation to your order, however this shall not be more than 35% of the total price of the ordered products.

After 7 days have elapsed from the date the order was placed we will not be able to amend or cancel an order because it will have gone into production.

We cannot amend an order with regard to changing the colour, fabric or style after the order has gone into production.

Made-To-Order and Custom Orders can only be cancelled in writing and only before any materials or fabric has been ordered by us to create your Made-To-Order or Custom-Made order.

Standard Items

You have the right to cancel your order at any time before you receive the Standard Items you ordered, by contacting customer services. If these Products have already been dispatched when you contact us, you will be advised to return them upon delivery as detailed below.

Standard Items ordered via Distance Communication may be cancelled in writing at any time up to 7 days from receipt of the Products.

6.2 Returns/Refunds

Made-To-Order and Custom-Made Products

Made-To-Order Products, Custom-Made Products and Products made to your specifications cannot be returned after you have received them, unless they are found to be defective or 'not as ordered', which must be confirmed by inspection by a representative of The Cravat Company Ltd.

The terms 'Made-To-Order' and 'Custom-Made' apply to all Products that we make up to order in fabrics and/or colours specified by you such as our cravats, ties, bow-ties, sashes and other items that we may be asked to make.

We will not be held responsible for finished Made-To-Order or custom order garments not being the correct colour due to you failing to first check the colour prior to ordering by requesting fabric samples using our **Colour-Matching and**

Swatch Request Service.

We will not be held responsible for finished Made-To-Order or custom order garments not fitting properly due to weight gain or loss.

You are responsible for paying the postage costs when returning any item to us, for whatever reason, and for your protection we recommend that you use a recorded delivery service and pack the items in the original packaging if possible, or if not, in sufficient protective packaging.

Standard Items

You can return any unused Standard Item ordered up to 7 days after receipt, by contacting customer services within the 7 day period and we will refund any payment that you have already made. You are required to return any such cancelled Products to us within seven days of the date of cancellation.

Standard Items purchased exclusively via Distance Communication may be returned by informing us in writing within 7 days of receiving the Products of your intention to return the items.

Our cufflink & cravat pin sets and cravat pins are considered to be 'Standard Items' unless you have specifically asked us to make them for you in a non-standard colour, in which case they would be 'Made-To-Order'.

By Post: You can return Standard Items by post to:

Returns,
The Cravat Company Ltd,
PO Box 8257,
Leicester LE3 7AQ.

Where you are returning Products, you should return them to us by one of the methods set out below, with proof of purchase (receipt or dispatch notes), unused and in the condition in which you receive them.

If you return Products by post, please ensure you package and label them properly so that they are not lost or damaged in transit. We recommend you use a recorded delivery service and retain some proof of postage in the event that the Products go missing in transit as Products remain your responsibility and property until we receive them.

There are no refunds for shipping and handling charges unless it is a shipping error on our part.

Defective Products

If you consider your 'Made-To-Order' Products to be 'defective' or 'not as ordered', the item or items should be returned to us in their original packaging within 7 days

from the date you received them for examination by us and cannot be returned if they have been worn, or washed, dry-cleaned, ironed or steamed, or if they have any stains, emit body-odours or scents, or have any kind of iron marks or water stains.

If you believe any of our Products to be of an unsatisfactory quality please immediately contact customer services and treat your Product with the utmost care. Nothing mentioned in these terms and conditions affects your statutory rights in the unlikely event that the goods do not meet a standard required by law.

7. Essential Checks and Delivery Information

Essential Checks Before Ordering

It is your responsibility to ensure that before you order any Made-to-Order or Custom-Made Product, that you have reached a final decision with regard to the fabric or fabrics you have chosen, the colour or colours you have chosen, and that you have checked that the sizes you are ordering are correct or if supplying measurements that the measurements you are supplying to us are correct and comprehensive (See notes 10 and 11 below).

Essential Checks on Delivery

An adult must be available at the address to carefully check the unwrapped product, sign and acknowledge receipt in a safe and satisfactory condition. Please report any defects immediately upon delivery to Customer Services.

Delivery Charges and Carriers

UK Deliveries: The Cravat Company Ltd uses Royal Mail Special Delivery to deliver to the following UK territories: United Kingdom, Northern Ireland, the Isle of Wight and the Channel Islands.

Overseas Deliveries: The Cravat Company Ltd will use appropriate courier services for delivering Products to destinations outside of the UK and around the world. You may choose your preferred shipping method when you reach the checkout. The shopping cart will add an appropriate shipping amount according to the total value of your order, chosen shipping method and order destination. The amount charged for shipping will be displayed on the shopping cart page.

Please note that all callers from outside the Mainland UK should dial +44 116 2166159 for Customer Services.

Delivery Dates

UK orders: Delivery dates are not guaranteed but we will do our utmost to ensure goods are delivered within 30 days for our made-to-order Cravats, Ties, Bow-Ties and Waist Sashes. The turnaround period starts from the date the order is placed.

Overseas orders: Add transit (shipping) times on top of usual order turnaround

times.

PLEASE NOTE: During our busiest times of the year order turnaround times can be slightly longer than stated but we will email you to inform you if this is the case.

We shall not be held responsible for delays or failures in delivery caused by a failure to gain access to the delivery address on the day of delivery or because there is no-one present to sign for the delivery or because of other circumstances beyond our reasonable control.

Specific delivery times on the day of delivery cannot be agreed at any time in the order process.

Lead Times (Delivery Timescales)

We will normally dispatch the items ordered within approximately 30 days on orders for Cravats or Ties or Bow-Ties or Sashes, (counting from the date the order is placed) unless you request that we do so on another date, such as a date specified by you and agreed in advance with us on which you wish the items to be delivered, which may be a shorter or longer period than our standard 30 day or 8 week turnaround times.

If you request a specific delivery date when placing your order and we have agreed to this arrangement, then expect delivery on that date. If you do not specify any particular date that you would prefer to take delivery of your order, then please allow approximately 30 days for cravats, ties, bow-ties, waist sashes, from the date of placing your order for completion and dispatch of that order. It can arrive at any time within that period but we will let you know by email of the day of dispatch.

Order Turnaround Times

All orders for Cravats, Ties, Bow-Ties and Sashes are made-to-order for you, by our team. Our usual turnaround time on orders for Cravats, Ties, Bow Ties or Sashes is approximately 30 days. During our busiest times of the year order turnaround times might be slightly longer than the 30 day or 8 week period, but we will email you to inform you if this is the case.

Orders that consist solely of Standard Items (Cufflink and Cravat Pin sets) will normally be shipped between 1 and 10 days. However, if you are including made-to-order items (cravats, ties, sashes, bow-ties) in the same order, then the delivery timescale for those items will apply.

If you need delivery in less than 30 days (Cravats, Ties, Bow-Ties, Sashes) or you need a last-minute order making, please contact us first to check on the feasibility of us producing your order in the timescales you require.

8. Risk & Property

We carry the risk of loss or damage to the Products until you receive them. The Property of the Products will pass to you when you have received them and have paid us in full. If you return the Products to us for any reason, they will become our property and be at our risk from the time at which we receive them.

9. Product use

Our products are designed to be worn for weddings or as special occasion wear. If you intend to take part in strenuous activities whilst wearing our products we will not be held responsible for any damage incurred.

10. Made-To-Order

We rely on the accuracy of the details you supply when ordering Custom-Made and Made-To-Order products. We do not accept responsibility for any inaccurate details provided by you. All fabrics are subject to availability.

Our **Colour-Matching and Swatch Request Service** is available to assist you in choosing the correct fabric and colour for your made-to-order items, prior to you placing your order.

Made-To-Order and Custom-Made orders are based on the requirements that you provide on our website when placing your order and we will not be held responsible for any inaccuracies in the final product (your Made-To-Order item or Custom Order) caused by errors in the instructions provided by you. Please note that before dispatching any order, we check each item carefully and keep this information on record so that if any misfit case arises we first investigate it by checking your original instructions from our records. We do not accept returns, or exchanges of Made-To-Order or custom-made orders unless they are found to be 'defective' or 'not as ordered' which must be confirmed through inspection by a representative of The Cravat Company Ltd.

We will not be held responsible for finished Made-To-Order or custom order garments not fitting properly due to weight gain or loss.

We will not be held responsible for finished Made-To-Order or custom order garments not being the correct colour due to you failing to first check the colour prior to placing an order by requesting fabric samples using our **Colour-Matching and Swatch Request Service**.

Please note that you must provide us a written record of the reason for return or exchange within 48 hours of receiving the item. Items that have been worn, dry-cleaned, ironed, steamed or washed will not be accepted as returns or exchanges. Items that have any stains, emit body odours or scents, have any kind of iron marks or water stains will not be accepted for returns or exchanges.

There are no refunds for all shipping and handling charges, unless it is a shipping error on our part.

11. Product Descriptions, Colours and Unique Features

Every effort is made to ensure that the Products we supply correspond as closely as possible to the samples shown on this Website but they might not be exactly the same. We regret that no responsibility can be accepted for these slight variations, which all add to the unique features of our Products including but not limited to the following:

- 11.1 On fabric the shade will inevitably vary slightly from one batch to another.
- 11.2 Fabric patterns are not matched unless expressly stated otherwise.
- 11.3 On certain Raw Silk fabrics there may be shade variations, and the minor variations and irregularities found in the silk are a unique characteristic of a natural material and not a defect or weakness.
- 11.4 All of our Products are individually hand finished and therefore there will be some slight differences between items.
- 11.5 Standard sizes as given on our website are approximate, and are given as a guide only.

Every reasonable effort on this website is made to ensure the accuracy of colour reproduction. However, colour may vary in accordance with the settings of your monitor, software, or printer.

The Cravat Company Ltd makes every effort to ensure that the product descriptions and photographs provided on this web site are accurate and life-like. Whilst the reproduction of colours and styles contained on the photographs shown on this website are as accurate as image and photographic processing will allow, The Cravat Company Ltd cannot accept responsibility for slight variances in colour or style. The actual colours you see will depend on your monitor, VGA card, resolution of your computer and browser used. We cannot guarantee that your monitor's display of any colour will be accurate.

12. Prices

All prices are in £ Sterling inclusive of VAT (where applicable) at the current rates but excluding delivery charges (where applicable).

All reasonable care is taken to ensure that the prices shown are correct at the time of publication including VAT where applicable. If an error has been made, we or you may cancel the order in relation to some or all of the Goods as indicated under "Cancellation".

It may be necessary to raise our prices in certain circumstances, e.g. if component costs increase or currency conversions change materially.

The price for the Products you order will be the price confirmed to you either before or soon after you place your order. If this varies from any quoted price, we will contact you to check that you still wish to proceed.

13. Payment Methods

You may pay using your Visa, MasterCard, Switch, Maestro and American Express.

You confirm that the credit or debit card that is being used is yours.

All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.

All card payments are processed for you by PayPal (Europe) Ltd for a small fee that is included in the cost of your purchase. The balance is paid to the Cravat Company Ltd. The total amount you pay is the same regardless of the payment method.

You may also pay by cheque sent by post. Cheques are subject to a 14 day wait for clearance.

14. Website Content

We will take all reasonable care to ensure that all details, descriptions and prices of Products appearing on the Website are correct at the time when the relevant information was uploaded onto the system. Although we aim to keep the Website as up to date as possible, the information including Product Descriptions appearing on this Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a Product until your order is accepted in accordance with our Order acceptance policy (see note 4). Please note that in the event that an error is identified non-acceptance of an order by us may occur, subject to your statutory rights.

15. Linked Sites

Unless specifically provided, we make no representations whatsoever about any other websites which you may access through our website or which may link to our website. When you access any other website you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other site does not mean that we endorse or accept any responsibility for the content, or the use of, such a website and shall not be liable for any loss, damage or offence caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

16. Amendments to these Terms & Conditions

We reserve the right to amend these terms and conditions at any time. Any such amendments will take effect when posted on the Website and it is your responsibility to read the terms and conditions on each occasion you use the

Website and your continued use of the Website shall signify your acceptance to be bound by the latest terms and conditions.

17. Intellectual Property

You recognise and agree that all copyright, database rights, trademarks and all other intellectual property rights in all material and/or content of this Website is owned by The Cravat Company Ltd and shall remain so at all times.

18. Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

19. Disclaimer

The Website and its contents are provided “as is” and without representation, term, condition or warranty of any kind either express or implied (and whether implied by law, custom or otherwise) in respect of the Website and/or its contents we disclaim all representations, terms, conditions and warranties including but not limited to, as to satisfactory quality, merchantability, fitness for purpose, title and non-infringement of intellectual property rights to the fullest extent permissible under applicable law we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. In addition, we exclude any representation or warranty that the information and/or facilities accessible via this Website are accurate, complete or current, or that the Website will be free of defects including, but not limited to viruses or other harmful elements. The user of the Website assumes all costs and risks arising as a result of its use of the Website. We will use reasonable endeavours to verify the accuracy of any information on the Website but we make no representation or warranty of any kind express or implied in relation to its accuracy regarding the contents or availability of the Website or that it will be free from errors or that the errors will be corrected, or that the Website or the server are free from viruses or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability whatsoever for any loss or damage from action taken in reliance on material or information contained on the Website.

20. Liability and Warranties

Nothing in the terms and conditions in any way limits our liability for death or

personal injury caused by our negligence or by fraud.

We shall not be liable for any economic losses (including without limitation loss of profits, revenue, business, contracts, management time, data or anticipated savings) nor for any loss of goodwill or reputation nor for any indirect loss whether arising in contract or tort (including negligence) or pre-contractual or other representations (except for fraudulent or negligent misrepresentation) or otherwise even if advised of the probability of such damage or where it was foreseeable. Except in the event of death or personal injury, in no event shall our liability under these terms and conditions exceed the amount paid or payable by you for the Products or Goods. This does not affect your statutory rights as a consumer, nor does it affect your rights of cancellation.

We shall take all reasonable precautions to keep the details of your order and payment secure, except where we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

21. Data Protection and Privacy

In addition to allowing us to check your creditworthiness and process your orders, the personal data you submit, and our records of your visits to the Site, will be used to monitor and improve our service to you, and for marketing purposes.

We will respect the privacy of your personal data, and will comply with all relevant and current data protection legislation. Without your written consent we will not make our mailing list available for marketing purposes to anyone else and, unless required to do so by a court of competent jurisdiction, will not disclose your personal data to anyone.

If you wish to update or delete your personal information, or if you prefer that we do not email you in the future, please contact customer services.

We use Cookies to track patterns of behaviour of visitors to our site. You can usually modify your browser settings to prevent this.

Please check back frequently to see any updates or changes to our privacy policy.

22. Risk and Title

No order is binding on you or The Cravat Company Ltd until we have accepted it. All title and ownership to the ordered Goods will pass to you from the moment they are dispatched by us to the postal service, or to our carriers, or on payment in full by you of the price of the Goods and any delivery charge (if applicable); and risk will pass on delivery.

23. Entire Agreement

You confirm that, in agreeing to accept these terms and conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these terms and conditions and you agree that you shall have no remedy in

respect of any representation.

24. Severance

If any provision contained in these terms and conditions is considered by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not effect the other terms and conditions which shall remain in full force and effect.

25. Assignment

You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party without our written consent. We reserve the right to transfer, assign, notate or subcontract any of our rights or obligations under these terms and conditions or any related contract to any third party.

26. Waiver

A failure by us to exercise or enforce any right conferred upon us by these terms and conditions shall not be deemed to be a waiver of such right or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

27. Dealing as a Business

These terms and conditions only apply if you are dealing with us as a consumer. If you wish to trade with us in the course of your business, please contact us.

28. Governing Law

These terms and conditions shall in all respects be governed by the laws of England and all disputes will be subject to the exclusive jurisdiction of the English courts.