

TERMS AND CONDITIONS OF SALE

1. Definitions and Interpretation

Definitions

In these Conditions, save where the context otherwise requires, the following expressions shall have the following meanings:

"Accepted Overseas Countries" means those countries set out in Schedule 1 of these conditions;

"Address Check" means a check performed by Netbanx on Atchela's behalf when a Customer makes payment using an Approved Card via the Website to determine whether or not the address to which the Approved Card is registered matches the one provided by the Customer when placing the Order;

"Approved Card" means any credit, debit or charge card accepted by Atchela from time to time as listed at the Making a Purchase section of the Website;

"Atchela" means Atchela Bailey Limited; a company incorporated under the laws of England and Wales with company number 3918536 and having its registered office at 14 M^cNaughton Close, Farnborough, Hampshire, GU14 0PX;

"Conditions" means the terms and conditions of sale set out in this document as displayed on the Website from time to time;

"Customer" means the person who buys or agrees to buy goods from Atchela by placing an Order;

"Date of Receipt" means the date of receipt of Goods by the Customer as evidenced by the acknowledgment of delivery given to the carrier by the Customer or the Customer's representative at the time of delivery;

"Deemed Order Date" means the later of (i) the date of the order or (ii) the date upon which Atchela has notified a customer of a likely date of delivery pursuant to Clause 4.c;

"Goods" means the articles that the Customer agrees to buy from Atchela by placing an Order;

"Invoice" means the invoice sent by Atchela to the Customer;

"Order" means an order for Goods placed with Atchela by the Customer via the Website;

"Netbanx" means Netbanx Ltd, a company used by Atchela to process Approved Card payments made by Customers via the Website;

"Returns Form" means the form sent by Atchela to the Customer and which the Customer shall complete and return with any Goods returned to Atchela;

"Transaction Charge" means the amount that Atchela is charged by Netbanx for processing a payment by Approved Card from time to time, currently an amount equal to 8% of such payment;

"Website" means the website of Atchela, having the website address www.justalittlebitdifferent.co.uk;

"Working Day" shall mean any day other than Saturday, Sunday or a day that is a bank holiday in England and Wales.

Interpretation

In these Conditions, save where the context otherwise requires, references to:

"Clauses" are to clauses of these Conditions;

statutes and/or statutory provisions include the same as may have been and may, from time to time, be amended, supplemented, consolidated, re-enacted or replaced;

headings to Clauses are for convenience only and have no legal effect;

any document (including these Conditions) include the same as may have been or may from time to time be varied, amended, supplemented or substituted;

any "person" includes any person, firm, company, partnership, corporation or unincorporated body of persons;

the "United Kingdom" includes England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and all BFPO addresses;

items, events or words as a list of possibilities following the words "include", "includes" or "including" shall be construed as a non-exhaustive list and shall not limit the generality of the relevant provision of these Conditions; and

words (including definitions) denoting the singular shall include the plural and vice versa.

2. Conditions applicable

- a. These Conditions shall apply to all contracts for the sale of Goods by Atchela to the Customer to the exclusion of all other terms and conditions, and the language of the completed contracts shall be English.
- b. An Order shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions. Atchela will accept the offer by confirming the Order to the Customer by email, at which point a binding contract incorporating these Conditions will be formed between the Customer and Atchela.
- c. Placing an Order shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- d. These Conditions do not affect the Customer's statutory rights.
- e. If a Customer makes payment for an Order using an Approved Card via the Website, Atchela will receive confirmation from Netbanx that the payment has been authorised by the Customer's credit card provider, together with the results of an Address Check. Atchela does not receive any details relating to the Customer's Approved Card from Netbanx.
- f. Atchela is unable to accept Orders placed from and/or for despatch to, an address that is not within the United Kingdom or an Accepted Overseas Country. If, notwithstanding the provisions of this Clause 2.f, a Customer places such an Order using an approved Card via the Website run it from what then Atchela will contact the Customer by email citing this provision and will refund the payment made by the Customer using the Approved Card less the Transaction Charge relating to the Customer's original payment, and the amount of such Transaction Charge shall be notified to the Customer in such email.
- g. Where the Customer has placed an order from an Accepted Overseas Country or within the United Kingdom and Atchela reasonably believes that the Customer has ordered Goods using a fraudulent payment method, including but without limitation to, payment by means of a stolen or dishonestly obtained Approved Card, Atchela reserves the right to (i) make such additional enquiries of, and with respect to the Customer as it sees fit (acting reasonably); and/or (ii) refuse to supply the Goods, in which case Atchela will return/refund such payment as the Customer may have made in respect of such Goods.
- h. The Customer may cancel an Order at any time before the Goods are despatched by emailing Atchela at the email address shown for this purpose from time to time at the Info section of the Website. If the Goods have already been despatched when Atchela receives notice of cancellation, then Atchela will notify the Customer of this by email and remind the Customer of its right to cancel the Order and return the Goods pursuant to Clause 7.

3. Price and payment

- a. The price of the Goods shall be the price stipulated on the Website current at the date of the Order. The price shown on the Website is inclusive of delivery within the United Kingdom by first class recorded mail. Additional postage charges are payable on orders placed for delivery to Approved Overseas Countries.
- b. Atchela shall not be bound to deliver the Goods until the Customer has paid for them. Payment shall be made by the Customer either by Approved Card via the Website or by sterling cheque to be sent by the Customer to Atchela's registered office. Where payment is made by sterling cheque, Atchela shall not collect payment until it is able to despatch the Goods for which payment is being made. Atchela will not despatch the Goods until the Customer's sterling cheque has cleared.
- c. Atchela or is legally obliged to declare the full value of the goods on all packages are despatched to Accepted Overseas Countries outside the European Union. Goods may be subject to import duties and taxes when they reach the customer's country. The customer is responsible for payment of such import duties and acknowledges that Atchela or can neither control nor predict whether any such duties or taxes will be payable nor how much they may be.

4. The Goods

- a. Atchela will use its best endeavours to ensure that the description of goods on the Website is accurate. However, the Customer accepts that Goods may differ slightly from those described in size, shade or detail, and no warranty is given by Atchela that there will be an exact correspondence between the Goods and those described or pictured on the Website.
- b. Atchela will use its best endeavours to ensure that the goods advertised on the Website are either in stock or can be readily obtained from its suppliers. However, the Customer accepts that Atchela's suppliers may occasionally discontinue items without notice to Atchela, and no warranty is given by Atchela that it will be able to obtain further supplies of Goods when it runs out of stock. If Atchela becomes aware that its suppliers are discontinuing an item, it will use its best endeavours to remove the item promptly from the Website when its stock of such item is exhausted. If a Customer orders Goods that Atchela is no longer able to obtain, then Atchela will cancel the Order (or that part of the Order that relates to the relevant Goods (the "Cancelled Part")) by notice to the Customer and will not collect payment for the Order or, as the case may be, the Cancelled Part, from the Customer, or where payment for the Order has been made by Approved Card, will give the Customer a full refund or a refund in respect of the Cancelled Part, as appropriate.
- c. Subject to Clause 4b and this Clause 4c, the quantity of Goods delivered shall be that specified by the Customer in the Order. If Atchela is not able to fulfil the Order in full by the time specified for delivery in Clause 6.a hereof and Clause 4b does not apply, then Atchela will email the Customer with details of the item or items of Goods outstanding and an estimate of the date upon which the item or items will be despatched. The Customer will be able to choose either to cancel the balance of the Order and to receive a refund of the payment made in respect of such balance or to wait until the outstanding item or items can be despatched. If Atchela is unable to obtain any item for delivery to the Customer within thirty (30) days from the date of the Order, then Atchela will contact the Customer again by email offering the Customer the right to cancel the balance of the Order or regular updates from Atchela by email at least every two weeks.

5. Warranties and liability

- a. Atchela makes no express warranties in relation to the Goods or the Website. Except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12(1)) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.

- b. Save as expressly provided for in these Conditions, Atchela excludes all liability in relation to the Goods and the Website save insofar as it is prevented from doing so by law.

6. Despatch of Goods

- a. Atchela will use its reasonable endeavours to despatch Goods to addresses in the United Kingdom within seven (7) days from the date of an Order, but the Customer should allow twenty-one (21) days from the date of the Order (or, in the case of our fancy dress items, twenty-eight (28) days) for delivery if payment is made by Approved Card, or twenty-eight (28) days from the date the Customer sends payment by sterling cheque to Atchela in accordance with Clause 3.b. The Customer should allow twenty-eight (28) days for delivery of all Orders to Accepted Overseas Countries. If Atchela reasonably believes that it will not be able to fulfil the Order by that date, then the provisions of Clause 4.b or Clause 4.c as appropriate will apply.
- b. Save as set out in Clauses 4.b, 4.c and 6d, Atchela shall not be liable for any loss or damage whatsoever due to Atchela's failure to deliver the Goods (or any of them) in accordance with Clause 6a or at all and time shall not be of the essence in these Conditions.
- c. Atchela will despatch Goods to any address within the United Kingdom or within Accepted Overseas Countries stipulated by the Customer when placing an Order, and title and risk in the Goods will pass to the Customer when the Goods are delivered to such address.
- d. Atchela will notify the Customer by email attaching an electronic Invoice once the Goods have been despatched to the Customer. If the Customer does not receive Goods within the timescales in clause 6.a, then the Customer should notify Atchela of this. If Atchela ascertains that the Goods are either still in transit or (an) unsuccessful attempt(s) was/were made by the carrier to deliver the Goods and obtain acknowledgment of delivery from the Customer or the Customer's representative, then Atchela will notify the Customer of the relevant details by email, so that the Customer can make appropriate arrangements to take delivery of the Goods. If the Goods cannot be traced within the delivery system, Atchela will refund to the Customer the total cost of the Order, or if so requested by the Customer, provide replacement Goods. For the purposes of Clause 6a, if the Customer requests replacement Goods, the date upon which this request is received by Atchela shall be deemed to be the date of the Order. (i) in a the case of Orders placed within the United Kingdom, the Customer must notify Atchela of non-receipt of Goods no later than thirty (30) days after the Deemed Order Date or; (ii) in the case of Orders placed within an Accepted Overseas Country, forty-two (42) days after the Deemed Order Date.
- e. Atchela reserves the right to keep records of claims for non-receipt of Goods pursuant to Clause 6d and to refuse a refund or to provide replacement Goods if it reasonably believes that any claim is not genuine.

7. Return of Goods and Refunds

- a. Subject to Clause 7b, the Customer shall have a period of seven Working Days from the day immediately following the Date of Receipt to inspect the Goods. If the Customer decides not to retain the Goods for any reason before the expiration of this time, or if the Goods are faulty, then the Customer shall inform Atchela in writing by letter or by filling in the Returns Form, or by facsimile or by email. Atchela will refund the cost of the Goods to the Customer or replace the Goods in accordance with the remainder of this Clause 7. No refunds or replacements can be given unless and until the Customer has given Atchela written notice of its intention to reject the Goods in accordance with this Clause 7a. The Customer shall at his or her own expense return the Goods in their original packaging to Atchela together with the Returns Form.

- b. Atchela regrets that:
 - i. For reasons of hygiene, it can only accept returns of jewellery for pierced body parts if they are faulty, damaged in transit or different from the Goods specified in the Order; and
 - ii. Replacement of or refunds on hosiery can only be given if the pack has not been opened; and
 - iii. It reserves the right to refuse a refund on any Goods that appear to have been worn or used unless such Goods are faulty.
- c. If a Customer returns Goods under this Clause 7:
 - i. If the Goods are faulty, were damaged in transit to the Customer or are different from the Goods specified in the Order, Atchela will refund the cost of the Goods in full, together with the Customer's return postage costs; or
 - ii. If the Goods are returned for any reason other than those set out in paragraph (i) above, Atchela will refund the cost of each individual item returned less the sum of £2.00 per item returned to cover its original costs of postage and administration of the refund. In the case of orders placed for delivery to any Accepted Overseas Country, additional postage charges are not refundable. The Customer shall bear the return postage costs; and
 - iii. Irrespective of the reason for return, Atchela will only despatch replacement Goods or make any refunds to which the Customer is entitled if Atchela receives the returned Goods. Atchela therefore strongly recommends that the Customer uses recorded delivery in the United Kingdom when returning Goods. Atchela regrets that the return of Goods by a Customer in Accepted Overseas Countries is at the customer's own risk.
- d. Atchela will make all refunds either by instructing Netbanx to credit the Approved Card used by the Customer for payment, or by sterling cheque at Atchela's option. Refunds will be given as soon as possible and in any event no later than thirty (30) days after Atchela has received written notice of cancellation by the Customer in accordance with Clause 7a.
- e. Atchela or will not refund any import duties or taxes paid by the Customer on delivery to an accepted Overseas Country. It is the responsibility of the Customer to apply to their local customs authority for any refund which they may be entitled.
- f. Nothing in these Conditions affects your statutory rights.

8. Notices

- a. Save as specifically provided in these Conditions, any communication sent by the Customer to Atchela pursuant to these Conditions shall be in writing and sent to the appropriate email addresses specified by Atchela for these purposes or sent to Atchela's registered office by first class mail or by facsimile transmission to the number provided on the Website. All these details shall be as shown from time to time in the Info section of the Website.
- b. Save as specifically provided in these Conditions, any communication sent by Atchela to the Customer pursuant to these Conditions shall be in writing and sent to the email address specified by the Customer when placing the Order.
- c. Save as specifically provided in these Conditions, any communication sent by either party to the other pursuant to these Conditions shall be effective in the case of communications sent by post or by facsimile, only upon receipt. Emails shall be deemed to have been received at the time of sending.

9. Invalidity of any provision

If any provision of these Conditions is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

10. Force majeure

Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

11. Contracts (Rights of Third Parties) Act 1999

No person who is not a party to these Conditions shall be entitled to make any claim under them pursuant to the Contracts (Rights of Third Parties) Act 1999. However, this does not prevent such person from taking any action that is otherwise available to them in law against either party to these Conditions.

12. Proper law of contract and jurisdiction

These Conditions are subject to the law of England and Wales, and both parties agree that all disputes arising out of these Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

Approved Overseas Countries

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Iceland, Ireland, Italy, Lichtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, Vatican City State, New Zealand, Canada, Australia, United States.