

AlisonatHome.com Terms and Conditions for the Supply of Products

INTRODUCTION

AlisonatHome.com is owned and operated by Alison at Home Retail Limited incorporated in England & Wales with registered number 08128671. Our registered address is Crown House, 143-147 Regent Street, London, W1B 4 JB).

Please read the terms and conditions set out in this document (“**Terms**”) carefully so that you understand the basis upon which we will supply products to you. When you place an order, you will be asked to check a box that states you’ve agreed to our terms and conditions on the checkout page.

We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated. 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. If we have to revise these Terms and this has a material impact on your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract if you are not happy with the changes.

OUR PRODUCTS

Product descriptions (including images and descriptions) are provided on product pages for illustrative purposes only to help you in making your decision. It’s important to note that image reproduction in press, advertising and screen resolutions, as well as lighting in situ, can vary your impression of fabric, paint and wood colours, so we recommend that, where available, you order a free swatch as a reference.

Before placing an order, please review the product description and specifications carefully including the product materials and dimensions. Product pricing and specification can change at any time and without warning.

Please note that some of our products are bespoke and are strictly non-refundable (unless such product can be shown to be faulty or not fit for purpose).

Even if it not directly specified, some products may require an element of self-assembly.

PRICES

All prices are listed in pounds and include VAT. Prices do not include delivery charges. These charges will be added at checkout before making payment and appear in your order confirmation

A guide to our delivery charges can be found below:

- Small items and accessories (e.g. cushions, lamps) - £4.95-£6.95
- Medium items (e.g. side tables) - £25-30
- Large items (e.g. armchairs, coffee tables) - £40
- Very large items (e.g. sofas, beds) - £50-85
- Delivery for furniture items is capped at £85, at £6.95 for accessories and £91.95 for orders that contain combinations of the above.

Where we mention a 'high street price' alongside the 'Alison at Home price' for products within our range, we do this to help you compare our product with those of similar quality and design in the market. There may be minor differences between these products such as the materials used or the finished design, but, at their core, these products are comparable in terms of purpose and quality. Whilst every effort is made to ensure that a 'high street price' is accurately quoted at all times, this cannot be guaranteed in all cases.

Our site contains a large number of products. It is always possible that, despite our reasonable efforts, some of the products on our site may be incorrectly priced. If we discover an error in the price of the products you have ordered we will contact you in writing 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

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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. Please note that 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.

Should you have any questions or comments, please do not hesitate to contact us.

SALE OF OUR PRODUCTS

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 below.

We will confirm our acceptance to you by sending you an e-mail or by contacting you by telephone that confirms that the products have been (or are scheduled to be) dispatched ("**Dispatch Confirmation**"). The contract between us will only be formed when you receive the Dispatch Confirmation.

If we are unable to supply you with a product, for example because that product is not in stock or no longer available or because we cannot meet your requested delivery date, we will inform you of this by e-mail 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.

In order to source the best quality products and offer them at the best possible prices, we do not hold stock of all items and in some instances, we will place an order with our manufacturers for your product after your order has been placed. Please check the product information carefully, particularly the delivery timeframe, before placing an order.

Before ordering from us, it is your responsibility to check you are able to receive the product and that:

- the product can pass into your room of choice (including your front door, internal doors and stairways)
- the product fits into your location of choice

In the event that we cannot deliver a product because it does not fit into your room of choice (or because you, or someone authorised by you, is not present at the delivery address to accept delivery on the agreed date), then you will be liable for all costs related to the return of the product and its subsequent storage plus the cost of redelivery to you. If you have not confirmed a re-delivery date within 6 weeks, your order shall be cancelled and we shall return the balance of the monies to you, less an administrative charge of £50 and any storage (or other charges payable).

All information provided in your order must be completed accurately. You will be responsible for covering re-delivery costs if incorrect or inaccurate information is provided.

YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause applies to consumers only.

If you are a consumer, you have a legal right to cancel a contract [under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013] during the period set out below. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a product, you can notify us of your decision to cancel the contract and receive a refund.

However, this cancellation right does not apply in the case of made to order products (although this does not affect your statutory rights in the event that such products are faulty or not fit for purpose).

Your legal right to cancel a contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you or call you to schedule delivery and confirm our acceptance of your order), which is when the

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contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your contract is for a single product (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the product. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
Your contract is for either of the following: <ul style="list-style-type: none">• one product which is delivered in instalments on separate days.• multiple products which are delivered on separate days.	The end date is 14 days after the day on which you receive the last instalment of the product or the last of the separate products ordered. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first instalment of your product or the first of your separate products on 10 January and the last instalment or last separate product on 15 January you may cancel in respect of all instalments and any or all of the separate products at any time between 1 January and the end of the day on 29 January.
Your contract is for the regular delivery of a product over a set period.	The end date is 14 days after the day on which you receive the first delivery of the products. Example: if we provide you with a Dispatch Confirmation on 1 January in respect of products to be delivered at regular intervals over a year and you receive the first delivery of your product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all products to arrive during the year.

To cancel a contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to send an email to support@alisonathome.com. If you use this method we will e-mail you to confirm we have received your cancellation.

You can also contact us using the information provided below under the heading "Returns Policy". If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

If you cancel your contract we will:

(a) refund you the price you paid for the products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. See the clause below entitled "Returns Policy" for more information about what handling is acceptable.

(b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a product within 3-5 days at one cost but

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you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(i) 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.

(ii) 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.

If you have returned the products to us under this clause 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.

We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the product we may refund you in vouchers.

If a product has been delivered to you before you decide to cancel your contract:

(a) 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. Please see the clause entitled "Returns Policy" below for more information. If we have offered to collect the product from you, we will collect the products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;

(b) unless the product is faulty or not as described you will be responsible for the cost of returning the products 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 (which will not be materially inconsistent with the sums we charged you for delivery).

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 or anything else in these Terms.

OUR LIABILITY

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 the 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.

If we are installing products in your property, we will make good any damage to your property caused by us in the course of installation or performance. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by us.

We only supply products for domestic and private use. You agree not to use the products for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not exclude or limit in any way our liability for:

(a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

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(c) breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession);

(d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Products Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an "Event Outside Our Control" (as such term is defined below).

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.

If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:

(a) We will contact you as soon as reasonably possible to notify you; and

(b) Our obligations under these Terms 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.

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.

PAYMENT

Your debit or credit card is charged securely for the whole amount of the order when the order is created.

The sale will be submitted for processing as soon as you click on the "Pay and Place Your Order" button.

DELIVERY

We deliver to anywhere on the UK mainland. If you have a UK postcode in Northern Ireland, The Scottish Islands, The Isle of Man, The Channel Islands or the Isle of Wight your order will still be processed and you have the option to appoint an address on the UK mainland for delivery. If this option is not possible, your order and delivery charge will be refunded in full.

Delivery timeframes vary by product. Accessories are available for immediate dispatch and furniture products can vary from 5-10 days up to 14 weeks depending on production timelines, availability of materials, transportation to our warehouse and availability of couriers to your area.

We will contact you with an estimated delivery date, which will be within 14 days after the date of our contacting you to organise delivery (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.

If we miss the 14 delivery deadline for any products then you may cancel your order straight away if any of the following apply:

(a) we have refused to deliver the products;

(b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

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(c) you told us before we accepted your order that delivery within the delivery deadline was essential.

If you do not wish to cancel your order straight away, or do not have the right to do so as outlined above, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.

If you do choose to cancel your order for late delivery as permitted above, you can do so for just some of the products or all of them, unless splitting them up would significantly reduce their value. If the products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your order we will refund any sums you have paid to us for the cancelled products and their delivery.

You own the products once we have received payment in full, including all applicable delivery charges and the Dispatch Confirmation has been sent. 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

RETURNS POLICY

Without prejudice to your rights under the clause headed "Your Consumer Right of Return and Refund" or any other applicable statutory rights which you may have:

If for any reason you wish to return your purchase please contact our Customer Service team at support@alisonathome.com with your order number - provide a quick explanation of the reason why you wish to return the product - we aim to answer emails within two working days even at our busiest times. Our Customer Service team will then contact you to explain all the necessary procedures.

Our returns policy does not extend to fair wear and tear, neglect, abuse or misuse of your products, loss or damage (including rusting and corrosion) due to unreasonable exposure to water, heat or weather; loss or damage due to fire, smoke, explosion, lightning, sunlight, infestation by animals or boring insects, or theft, or accidental damage or loss caused by a third party.

PROCESSING A RETURN

Without prejudice to your rights under the clause headed "Your Consumer Right of Return and Refund" or any other applicable statutory rights which you may have:

You will need to ensure that your products have arrived in perfect condition before signing the delivery form - it is your responsibility to make sure that products are checked before you sign.

If the incorrect item is delivered, the product is damaged or not fit for purpose, it is your responsibility to refuse the delivery and report the reason for returning the item. Once received, the items will be checked and our customer service team will contact you to discuss a possible replacement or refund.

If you have signed for an item and subsequently wish to return it as you deem the product to be faulty or incorrect, we may ask you to send us a photo of any issues for our records to assist us in taking appropriate action.

USE OF OUR SITE

Your use of our site is governed by our [terms of website use](#). Please take the time to read these, as they include important terms which apply to you.

HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our [Privacy Policy](#). Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

CONTACT

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Should you wish to contact our customer service team, you can contact us through our online form, send an email to support@alisonathome.com or call 020 7087 2907.

OTHER IMPORTANT TERMS

We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

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.

These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.