

CAROLINE GROVES

ATELIER GROVES & COMPANY LIMITED Terms and conditions

1. These terms
 - 1.1 What these terms cover. These are the terms and conditions on which we supply our shoes and other goods (“**products**”) to you.
 - 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
 - 1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual and are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
 - 1.4 If you are a business customer this is our entire agreement with you. If you are a business customer, these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
2. Information about us and how to contact us
 - 2.1 Who we are. We are **Atelier Groves & Company Limited**, a company registered in England and Wales. Our company registration number is 11136887 and our registered

office is at 90-92 High Street, Evesham, Worcestershire, England, WR11 4EU. Our registered VAT number is 329260894.

2.2 How to contact us. You can contact us by telephoning our customer service team on +44 (0)1386 854230 or by writing to us at enquiries@carolinegroves.co.uk.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails etc. When we use the words "writing" or "written" in these terms, this includes emails, SMS and WhatsApp messages.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email or message you (by SMS, WhatsApp or such other appropriate electronic communication) to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Our products

4.1 The products. We manufacture and sell the following types of products:

- (a) Bespoke products. These are products made by commission only and require in-person appointments for measurements and fitting. There are some occasions where we accept bespoke orders without measurement, such as in the case of a repeat order or returning client, but this must be with our prior written approval.

(b) Limited-edition products. These are products that are special limited-edition designs that come in standard sizes (ie off-the-shelf products), but we only make a few of these products in each size.

(c) Other products. These are other goods and services that we sell on our website.

4.2 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images and such variations may be part of the craftsman-made nature of the product. Archive images of the bespoke products are for use as inspiration and you are welcome to supply your own ideas.

4.3 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

4.4 Gift cards. Gift cards must be redeemed within a year of issue.

5. Your rights to make changes

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible, additional charges may be incurred and charged at hourly rates based on design / workshop time, travel or administration costs. We will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

6.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements.

6.2 More significant changes to the products and these terms. In addition, we may make significant changes to these terms or the products that you have ordered, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. Providing the products

- 7.1 Delivery costs. The costs of delivery will be as displayed to you on our website. Shipping within the UK is free of charge. Outside the UK, you will be charged shipping based on courier rates and insurance for the appropriate amount. You will be responsible for any customs, duties and taxes that may be due in the country of delivery.
- 7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. Please be aware that the time to complete a bespoke product order is an estimate only and is dependent upon complexity of design and fit, availability of appointments and any special materials.
- 7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 7.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery, the courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.5 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.
- 7.6 When you become responsible for the products. A product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
- 7.7 When you own products. You own the product once we have received payment in full.
- 7.8 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements; or
 - (c) make changes to the product as requested by you or notified by us to you.
- 7.9 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency.

You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract. This clause does not apply to bespoke products for which no refund will be available under this clause.

8. Your rights to end the contract

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract, see clause 12 if you are a consumer and clause 13 if you are a business;
- (b) If you are a consumer and have just changed your mind about the product (other than bespoke products), see clause 8.2. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products.

8.2 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. The returned products must be new and unused, without any marks and in the original wrapping and packaging. Upon examination of the returned products, we will credit your bank account, minus an administration fee. Any credit can be used towards purchasing future releases or bespoke commissions. We reserve the right to refuse a return if the shoe has been worn, marked or damaged in any way. After 14 days, we may accept returns in exchange for credit at our discretion.

8.3 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of bespoke products. Due to the nature of the work, bespoke commissions are non-refundable and non-exchangeable. Please be assured that we stand by our work and endeavour to make every commission a success. All bespoke sales are final and we cannot make refunds of any part of the deposit or final payment.

9. How to end the contract with us (including if you are a consumer who has changed their mind) in relation to products other than bespoke products.

- 9.1 Tell us you want to end the contract. To end the contract with us, please let us know by contacting customer services on either +44 (0)1386 854230 or by emailing us at enquiries@carolinegroves.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the products in person to where you bought them, or post them back to us at:

**FAO Returns
Atelier Groves & Co. Ltd.
Farncombe House
Farncombe Estate
Broadway WR12 7LJ
UK**

If you are a consumer exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract.

- 9.3 When we will pay the costs of return. We will pay the costs of return if the products are faulty or misdescribed. In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.
- 9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 9.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind and we have not offered to collect them, your refund will be made within 14 days from 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.

9.8 Bespoke products. This clause 9 does not apply to the purchase of bespoke products.

10. Intellectual Property Rights

10.1 Intellectual property in the products and the designs. We shall own the intellectual property rights in:

- (a) the products, including any packaging; and
- (b) all lasts, drawings, photographs, designs and specially developed methods relating to the products.

10.2 Your contribution to the bespoke products. If you make any contribution to the bespoke products, such as providing any drawings or designs, you agree:

- (a) that the copyright, if any, in that contribution and all other rights title and interest shall be fully assigned with full title to us;
- (b) to irrecoverably waive the right to assert any moral rights under any law.

11. If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on +44(0)1386 854230 or write to us at enquiries@carolinegroves.co.uk.

12. Your rights in respect of defective products if you are a consumer

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

12.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must post them back to us. Please call customer services on +44(0)1386 854230 or write to us at enquiries@carolinegroves.co.uk.

13. Your rights in respect of defective products if you are a business

- 13.1 If you are a business customer we warrant that on delivery, and for a period of 6 months from the date of delivery (**warranty period**), any products shall:
- (a) conform in all material respects with their description and any relevant specification;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

13.2 Subject to clause 13.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full. Please note that refunds are not available for bespoke products.

13.3 We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, use or maintenance of the product;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by the customer;
- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.

13.5 These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14. Price and payment

14.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order or on your invoice in the case of bespoke products/commissions. We take all reasonable care to

ensure that the price of the product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order.

- 14.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 14.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.
- 14.4 When you must pay and how you must pay. We accept payment with most major credit and debit cards or via bank transfer. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
- 14.5 When you must pay for the bespoke products. Bespoke commissions require a non-refundable deposit equivalent to approximately 50% of the price of the bespoke product in order to reserve your slot. The final price is determined after all details of the commission are finalised, including materials, decoration and any special treatments and any design changes you request during the process. You must pay remaining balance before we dispatch the finished product.
- 14.6 Factors that affect the final price of the bespoke products. After the first fitting, an approximate final price will be communicated to you based on the following factors:
- (a) type, source and availability of leather, linings and other materials selected by the client (i.e. if we have to specially order a chosen colour or finish vs. having it in stock);
 - (b) decorative treatments selected such as gold tooling, jewelled work, special embroidery;
 - (c) construction method (with or without hand welting);
 - (d) delivery with or without trees;
 - (e) any third-party services that are required to carry out selected decorative elements of the commission (jewellers, wood-carvers, artists or any other craftsmen); and
 - (f) if you require us to travel internationally to see you exclusively for consultation or fittings, you will be responsible for the cost of our travel and expenses.

- 14.6 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.7 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 14.8 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
15. Our responsibility for loss or damage suffered by you if you are a consumer
- 15.1 Shoe care. Wear and tear is an inevitable aspect of leather goods. We will answer any questions you may have on how to care for your investment. Our products are made for the purpose for which it is intended. They are not designed for extreme or wet conditions. We are not responsible for natural wear and tear or for loss or damage caused by you not following appropriate leather care instructions.
- 15.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.

- 15.4 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.
16. Our responsibility for loss or damage suffered by you if you are a business
- 16.1 Nothing in these terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) defective products under the Consumer Protection Act 1987.
- 16.2 Except to the extent expressly stated in clause 13.1, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 16.3 Subject to clause 16.1:
- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sum paid by you for the products under such contract.
17. How we may use your personal information
- 17.1 How we will use your personal information. We will only use your personal information as set out in our privacy policy at www.carolinegroves.co.uk/privacypolicy.
- 17.2 We reserve the right to photograph bespoke products and use the images on our website, for press, social media or other purposes. Your identity as the owner of the bespoke product will not be revealed without your prior consent.

18. Other important terms

- 18.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 18.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 18.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.4 If a court finds part of this contract illegal, the rest will continue in force. 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.
- 18.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.6 Which laws apply to this contract and where you may bring legal proceedings. Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.