



ONLINE TERMS & CONDITIONS

Welcome to the Elsie&Tom website. This website is owned and operated by ELSIE&TOM LTD, Registered office; Fairfield, Shotley Road, Chelmondiston, IP9 1EE

1. OUR AGREEMENT

These terms and conditions (the "Terms") are the terms which apply when you use the website www.elsieandtom.co.uk. By using any part of this website, completing your customer registration with us and/or placing an order on the website you agree to be bound by the Terms. Any reference to "Elsie&Tom", "we", "us" or "our" in these Terms is a reference to ELSIE&TOM LTD (trading as Elsie&Tom) and any reference to "you" or "your" means you, the user of the website.

2. CHANGES TO THESE TERMS

We reserve the right to change or modify these Terms at any time where it is necessary in the course of our business to do so, including for legal, regulatory or security reasons. We will notify you of substantial changes to these Terms, but we encourage you to review the Terms when purchasing any products or services to ensure that you agree to the proposed way in which we will deal with you. If you do not agree to any changes, then please do not use our website. Any changes are effective immediately upon posting to the website. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

If you have any questions, concerns or comments about our Terms, please contact our Customer wellness team (open 9am - 5.30pm Monday to Thursday, 9am - 5.00pm Friday) on 07710689446 or email Hello@elsieandtom.co.uk and they will be happy to help you.

3. YOUR USE OF THIS WEBSITE

By accepting the Terms you confirm that all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects.

You agree that in using the website, you will not: (i) use the website in any way that causes, or is likely to cause the site or access to the site to be interrupted, damaged or impaired in any way; (ii) use the website for any purpose that could damage the



name of Elsie&Tom or impair the goodwill or reputation associated with our brand; (iii) use the website for criminal, fraudulent or illegal activity or in any manner which would cause harm or distress to any third party; (iv) access or attempt to access the

accounts of other users or attempt to penetrate the website security measures; nor (v) use the website for any purpose other than for your own personal use.

We reserve the right to suspend, restrict or terminate your access to the website at any time without notice if we have reasonable grounds to believe that you have breached any of these restrictions or if we suspect fraudulent account activity or behaviour.

While we will take all reasonable steps to ensure a fast and reliable service, we do not guarantee that your use of this website will be interruption or error free and we will not be responsible for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.

3.1 Cookies Policy

If you use our website, we may place and access certain cookies on your computer or device. These may be first party cookies (placed by us and used only by us) or third-party cookies. You can enable privacy settings in your browser to restrict tracking cookies. Because we respect “do-not-track” privacy settings, those who opt-out may show open and click activity but will not have activity tracked. For more details, please refer to our Cookie Policy

3.2 Privacy Policy

All personal information that you provide us will be managed in accordance with all applicable laws and regulations. Further detail as to how we use your personal information is set out in our Privacy Policy which can be located on our website or a copy requested by emailing Hello@elsieandtom.co.uk.

4. MAKING AN ORDER

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Once you have submitted an order for goods, you will receive an e-mail confirming receipt of your order (the "order confirmation"). You will receive a further e-mail from us once the goods have been dispatched from our warehouse; at this point a binding contract will be concluded between us.

4.1 Product description and packaging

The images of the products on our website are for illustrative purposes only. The packaging of the product may vary from that shown in images on our website.

4.2 If we cannot accept your order

If we are unable to accept your order, we will inform you of this and will not charge 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 that you have specified.

4.3 Making changes to your order

Please note we are unable to cancel or amend your order during peak promotional periods.

If you wish to change or cancel an order please call our Customer Wellness team on 07710689446 or send an email to Hello@elsieandtom.co.uk as soon as possible. If you wish to make a change, we will let you know if the change is possible and about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of the requested change and ask you to confirm whether you wish to go ahead with the change. We may change the product to reflect changes in relevant laws and regulatory requirements.

5. REGISTERING AN ACCOUNT

To make it easier for you to order products using our website, we offer you the opportunity to register for a personal account.

To register, you must supply us with certain personal information. Once you have created an account, you will be able to access, update or correct your personal details using the "My Account" button. We will only use the personal information you give us in accordance with our Privacy Policy above.



Please keep your password and username private. If you suspect any activity on your account that is not carried out by you, please let us know immediately.

6. INTERNATIONAL CUSTOMERS

We do not currently service customers outside of the UK.

7. PRICE

All prices are quoted in pounds sterling. We are registered for VAT and our VAT registered no is: 491 1072 08. We charge VAT unless otherwise specified. Posting and packing prices may be charged in addition to the price of any goods. Please refer to section 10 (Delivery) for further information regarding the delivery charges.

8. PAYMENT

Online payment will be provided in a secure environment. Payments must be made by one of the following credit card payment methods - Visa, MasterCard, American Express, Switch, Solo, Delta, Electron, PayPal, Apple Pay, Google Pay and Paypal.

Fraudulent use of credit cards will be reported to the relevant authorities. If the issuer of your payment card refuses to pay or does not for any reason authorise the payment to us, we will not be liable for any delay or non-delivery of the products.

9. GIFT CARDS

We accept the use of Elsie&Tom gift card payments in exchange for goods.

10. DELIVERY

Delivery times may vary. Deliveries are made via Royal Mail unless over 4kg where another courier service will be used. Delivery Charges may vary and are calculated at checkout. By proceeding with an order and processing to payment you have agreed with the specified delivery charges at the point of checkout.

We will deliver the products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order. Please note that our Next Day Royal Mail service is not guaranteed, a delivery attempt will be made where possible and a signature is required upon delivery.



If our supply of the products is delayed by an event outside of our control we will then contact you as soon as possible 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, but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any products you have paid for but not received.

You will be responsible for all loss and damage to the goods after they have been delivered to you.

COVID-19 Update: Please note we support contactless delivery in order to keep our customers and delivery staff safe. Royal Mail and other courier services are no longer obtaining signatures at delivery point in order to reduce the possibility of transmission. They will note a Surname as proof of delivery.

Please keep up to date with your tracking to ensure you are able to take delivery. We are unable to confirm a delivery time slot as this is allocated by the courier. A delivery card or notice will be left for you to re-arrange any missed deliveries. This is at the responsibility of the customer as we are unable to assist with this.

11. OWNERSHIP

We will retain ownership of the goods until full payment has been made and funds have cleared.

12. CANCELLATIONS & RETURNS

12.1 CANCELLATIONS

If you wish to change an address or cancel an order please send an email to Hello@elsieandtom.co.uk or call us on 07710689446 within 30 minutes of placing your order. Please be aware that we may not be able to cancel or amend orders during peak promotional periods.

12.2 NON-FAULTY PRODUCTS

We have extended our usual 28 day returns period to 90 days

At Elsie&Tom, we want you to love every product you purchase from us. If for any reason you are not completely satisfied or you change your mind, you may return any product in its original condition for a full refund or replacement (as appropriate)

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within 28 days. Original condition means that there are no scratches or marks on the product and the product's packaging has not been opened, used or damaged and the product is in a re-saleable condition.

Please be advised that we are unable to take returns on products not purchased online at www.elsieandtom.co.uk or from a third-party retailer. If you purchased a product at one of our authorised retailers or counters, please contact them directly.

Please note that we will be unable to accept returns of sealed goods for health protection or hygiene reasons if the seal has been opened by you after delivery.

13.3 RETURN OF GIFTS

*** 28 day returns period***

If you have received an item as a gift, purchased directly from Elsie&Tom, you can return it to us by contacting us on Hello@elsieandtom.co.uk No refunds will be given on gifts, unless returned by the original purchaser.

If you did not receive a gift receipt, or if your gift was purchased online at elsieandtom.co.uk, please contact our Customer Wellness Team via email – Hello@elsieandtom.co.uk

We can only exchange items that are unused and in a resaleable condition. Please note that we will be unable to accept returns of sealed goods for health protection or hygiene reasons if the seal has been opened by you after delivery.

13.4 FAULTY PRODUCTS/OTHER RIGHTS TO RETURN

Please be advised that we are unable to take returns on products not purchased online at www.elsieandtom.co.uk or from an approved third-party retailer. If you purchased a product at one of our authorised retailers or counters, please contact them directly.

In accordance with your statutory rights, you may return products:

- where there has been an error in the price or description of the product ordered or they are otherwise not as described; or
- the product is faulty (i.e unsatisfactory quality or unfit for purpose).

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- Please note that we will be unable to accept returns of sealed goods for health protection or hygiene reasons if the seal has been opened by you after delivery.

You are entitled to a refund where the products are returned to us within 28 days of purchase. After 28 days, you are entitled to a replacement product only.

If your package is visibly damaged on delivery, please tell the person delivering your goods that you wish to sign as "received damaged".

If your goods are received as faulty or damaged once opened, please call our Customer Wellness team on 07710689446 within 48 hours of receiving your order or contact us via email at Hello@elsieandtom.co.uk.

Please note that we may require images and/or videos of any damage for our records and may need to collect the product(s) for testing before a replacement or refund is issued.

13.5 RETURNS

Please be advised that we are unable to take returns on products not purchased online at www.elsieandtom.co.uk or from an approved third party retailer. If you purchased a product at one of our authorised retailers or counters, please contact them directly.

You will be notified by email once your returns have been received and processed.

Please ensure that the package is wrapped securely and for your protection we recommend that you use a recorded delivery service as we cannot accept liability for goods lost in transit.

If you require a refund, we will refund the price paid by you for the products within fourteen (14) days of receiving your returned products.

Products purchased as a set can only be returned as a complete set, not as individual items.

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If a promotional gift has been included in your order, and a return is made reducing your qualifying total for this gift, the full order must be returned.

When returning goods which you bought using a discount or offer, we will adjust the refund accordingly if you fall below the discount/offer threshold, as that discount or offer will no longer apply.

Please note that any approved third-party retainer or stores cannot currently accept online order returns in store. Please follow the online returns process detailed above. Any return will need to be made in accordance with the returns/cancellation policy of the relevant retailer and should not be returned directly to us.

14. RE-SALE OF OUR PRODUCTS

Please note that all products which are made available on our website are for your personal use only and you may not sell or re-sell any of the products to anyone, including making them available for sale on any third-party website. We reserve the right to cancel any orders to you where we believe that you are intending to sell or re-sell our products.

15. OUR LIABILITY

Nothing in these Terms seek to exclude or limit liability for death or personal injury arising as a result of negligence caused by us, our directors or any of our staff or for fraudulent misrepresentation.

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 our 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.

If the customer is a business, our total liability for all 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 100 per cent of the total sums paid by the customer for products under such contract.

16. THIRD PARTY LINKS

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We will not be responsible or liable for your use of any other websites which may be accessed via links within this website. We do not control these websites and are not responsible for their content. Any such links are provided merely as a service to users and their inclusion does not constitute an endorsement by or affiliation with us.

17. INTELLECTUAL PROPERTY

Emma Pratt is the registered owner of the Elsie&Tom trade-marks used by us in the course of our business.

The contents of this website (including pictures, designs, themes, logos, photographs, text, software and all other materials) (the "Materials") are owned by ELSIE&TOM LTD or its third-party licensors. You may not copy, reproduce, download, post, record, transmit, commercially exploit, edit or distribute the Materials in any way without our prior written permission. All use of the Materials is on the basis that you are using this website in good faith for domestic purposes or for the purposes of placing an order with us.

18. DISCOUNTS

One use per customer. Cannot be redeemed for cash. Discounts can only be applied to products and is not applied to postage. Not available in conjunction with any other offer. Offers available exclusively online at www.elsieandtom.co.uk All promotions and discounts applied to products are subject to availability and while stocks last.

19. PROMOTIONS

Discounts

Your unique discount code must be entered in the promotional code section at checkout to redeem discount. Customers must sign up to an account and be logged in. Discount codes applies to full price items only. Codes can only be used once per customer. One promotional code can be used per order. Postage is not discounted. Cannot be exchanged for cash value. Cannot be used in conjunction with any other offer.

20. GENERAL

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We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if there is a likelihood that a breach of contract may

occur.

This contract is between you as the customer and Elsie&Tom. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these 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 do not insist immediately that you do something that these Terms require you to do, or if we delay in taking steps in respect of a breach of any contract, this will not prevent us from taking steps at a later date.

While Elsie&Tom uses reasonable endeavours to ensure that the information on this website is accurate and up to date, it does not give any warranty as to its accuracy or completeness and Elsie&Tom will not be responsible for any errors or omissions or for the results arising from the use of such information.

21. LAW AND JURISDICTION

These Terms and your use of the website are governed by English law and you agree to submit to the exclusive jurisdiction of the English court. This does not affect your statutory rights.

22. COMPLAINTS

If you wish to complain about any matter in respect of any goods or services that we provide, please contact Customer Wellness on 07710689446 or email Hello@elsieandtom.co.uk Monday to Friday 9am to 5pm. This service is not available on bank holidays.