

SWEATSOFLONDON.COM



SWEATSOFLONDON.COM

Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX
customerservice@sweatsoflondon.com

FREE UK DELIVERY – LIMITED OFFER

Sweatsoflondon.com is an Online Retail Company. We do not have any stores.

Company registration no.10824972
Registered in England and Wales.

Terms and conditions

Dear Customer, please make sure that you read and understand the following conditions before you agree to them. These pages, along with the documentation on our website tell you about the legal terms and conditions on which we sell any of the products listed on our website to you.

A. OUR TERMS AND WHY YOU SHOULD READ THEM

- **1.1 What these terms cover.** These are the terms and conditions on which we supply 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.

B. WHO WE ARE AND HOW TO CONTACT US

- **2.1 Who we are.** We are Sweats of London Limited, a company registered in England and Wales. Our company registration number is 10824972 and our registered office is 27 Old Gloucester Street, London, WC1N 3AX.
 - **2.2 How to contact us.** You can contact us by emailing our customer service team at, customerservice@sweatsoflondon.com. We will be happy to assist you. Our team are available Monday - Friday 10am - 4pm excluding bank holidays.
 - ***All phone charges to our advertised numbers are payable by the customer and are shown in pounds sterling exclusive of VAT which is chargeable at the applicable rate in accordance with the BT at £0.07ppm unless otherwise stated. Call charges may vary for mobile phone users. Call Charges (excluding Charges for Calls delivered to Mobile Numbers or International Numbers) are subject to a minimum call duration of 45 seconds. "ppm" means pence per minute. "ppc" means pence per call. Call Charges are paid to BT. Where charges apply, in addition, your own phone company may or may not levy an Access Charge.**
- **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.** When we use the words "writing" or "written" in these terms, this includes emails.

C. OUR CONTRACT WITH YOU

- **3.1 How we will accept your order.** Our acceptance of your order will take place when we email you 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. There are a number of reasons we might not accept your order, for example:

- (a) a credit reference we have obtained for you does not meet our minimum requirements;
- (b) we have identified an error in the price or description of the product;
- (c) your account with us has been suspended or terminated for any reason;
- (d) we reasonably believe that you are buying products from us with the intention of reselling them;
- (e) we are unable to meet a delivery deadline you have specified; or
- (f) because of unexpected limits on our resources which we could not reasonably plan for.
- **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 is important that you inform us the order number whenever you contact us about your order.
- **3.4 Minimum age requirements.** We do not accept orders from persons under the age of 16. By placing an order with us, you confirm that you are at least 16 years old.
- **3.5 We only deliver to the UK and certain other countries.** Our website is primarily for the promotion of our products in the UK. We are only able to deliver to addresses in the UK and a small number of countries outside the UK (see 'International Delivery' details). If you want us to deliver to a country outside the UK that is included in our International Delivery policy, you will be responsible for all customs requirements and duties arising where we agree to deliver the products outside the UK.

D. OUR PRODUCTS

- **4.1 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 and design 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 although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website are approximate only.
 - Also there may be Slight difference in the design and pattern as compared to the picture shown on our website.
 - While every endeavor has been made to accurately reproduce colors, there may be minor variations in color of the actual product because of the nature of fabric dyes, weather at the time of dying and differences in display output due to lighting and digital photography and color settings and capabilities of monitors.
 - A customer must place an order keeping in mind this minor variation in color as seen on a computer screen against the actual color of the outfit received. SweatsofLondon.com firmly believes that all the customers who order online are aware that colors seen on a monitor will be slightly different as compared to the actual outfits or accessories ordered.
 - It is practically impossible for SweatsofLondon.com Designers to replicate the same colors on an outfit as seen on your monitor. A variation in the shade selected by you is considered as a normal practice as these garments have a tendency to reflect different shades of a color under different light and weather, type of camera used for photography or type and settings on the computer monitor.

- We wish to clarify and ascertain that every customer who orders any outfit from SweatsofLondon.com is aware of this genuine problem. While ordering on internet, we suggest that customers should be extra careful of some of the following examples-
- (a) Some Red, maroon and orange colors have a higher tendency to reflect a different shade than other colors. For example even if you yourself try to photograph from a digital camera or scan a red garment, in most of the cases it will show either as maroon or orange on the computer monitor and vice versa. Though imaging technology has advanced, still no full proof solution to this problem is still prevalent.
- (b) Many a times green and blue shades also overlap.
- (c) Same is the case with off-white, white and cream colors.
- (d) Sea Green color sometimes looks Aqua blue and the other way around.
- (e) On some fabrics, you can see the weaving of threads is visible in different directions which is an inherent characteristic or feature of that fabric and proof of its authenticity. These are not defects. This raw finish is the beauty of these fabrics.
- **4.2 Product packaging and stationery may vary.** The packaging and stationery of the product may vary from that shown in images on our website.
 - **4.3 Making sure you order the correct size.** You are responsible for taking any measurements and ensuring that those measurements are correct. You can find further information on our website about sizing. However, please note we have taken every effort to provide you with a detailed and correct size chart, and from time to time certain garments will fit differently to different body shapes due to fabric and cut. It is best you measure your body shape using our size chart to determine the best size for you. Please also allow 1-3 cm difference for comfort.

E. RESALE OF OUR PRODUCTS

- **5.1 Products are provided for personal use only.** We only supply the products for your own domestic and private use.
- **5.2 Our rights before we accept your order.** If we reasonably believe that you are buying products from us with the intention of reselling them, we may:
 - (a) refuse to accept your order (see section 3.2); or
 - (b) accept your order subject to agreeing additional or alternative terms with you.
- **5.3 Our rights after we have accepted your order.** If we can demonstrate that you are buying products from us with the intention of reselling them:
 - (a) we may cancel your order (see section 11.1); or
 - (b) treat your order as though you are buying products in the course of your business (see section 5.4).
- **5.4 If we can demonstrate that you are buying products from us with the intention of reselling them.** You will not be a 'consumer' for the purposes of the Consumer Contracts Regulations 2013 or the Consumer Rights Act 2015. As a result:
 - (a) any rights that are granted only to a 'consumer' under the Consumer Contracts Regulations 2013 or the Consumer Rights Act 2015 shall not apply to you;

- (b) different terms will apply to any orders for products, namely:
 - (i) section 9 will not apply and if the products are faulty or misdescribed, you may return them to us within 7 days after the day you (or someone you nominate) receives the products in accordance with the returns procedure available on this website. Please note that our returns address is, **Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX**. You must pay the costs of postage, and we may charge you a reasonable handling fee for processing your return;
 - (ii) section 10.3 will not apply, and you must pay the costs of returning any products to us (even where those products are faulty or misdescribed);
 - (iii) you must pay for the products in full at the time of placing your order, and we will charge your credit or debit card immediately;
 - (iv) 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 Bank of England's base rate from time to time (section 13.5 will be amended accordingly);
 - (v) you will not be entitled to join our VIP Premier membership service and, if you are an existing member, your membership will be terminated (see section 22); and
 - (vi) our 'no quibble 28-day returns policy' and the paragraph headed 'What if the item is faulty?' in our returns procedure will not apply.

F. YOUR RIGHTS TO MAKE CHANGES

- If you wish to make a change to the product you have ordered before we have delivered it to you, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of delivery 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to cancel your order (see section 9 - Your rights to end the contract).

G. OUR RIGHTS TO MAKE CHANGES

- **7.1 Minor changes to the products.** We may change the product to reflect changes in relevant laws and regulatory requirements, or to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- **7.2 Changes to these terms.** We may make changes to these terms from time to time, for example, to reflect changes in relevant laws and regulatory requirements, or to implement 'good practice' or to improve the efficiency of our order and delivery process. We will always display the current version of these terms on our website. The version of these terms displayed on our website at the time you place your order will be the terms that apply to your order.

- **7.3 Withdrawing special offers.** We may withdraw any offer, special promotions or promotional code without notice at any time.
- **7.4 If all products that you order are out of stock.** We will cancel your order (see section 10.4) and provide you with a full refund.
- **7.5 If only some of the products that you order are out of stock.** We will notify you in writing of those products that are out of stock, but we will continue to deliver the rest of your order. We will provide you with a full refund for those products that are out of stock (see sections 10.4 and 10.6). You have the right to cancel your order for the rest of the products that we deliver to you (see section 9).

H. DELIVERY

- **8.1 Delivery costs.** **Limited Offer - Free UK Delivery only. Charges apply outside the UK**

All parcels will be posted using Full Tracking Services of Royal Mail or Hermes. Our costs of delivery are as below:

U.K. Delivery* charges across all websites:

SweatsofLondon.com Online Orders over £70 - Free Delivery

SweatsofLondon.com Online Orders under £70 - £2.99 - Economy

Amazon.co.uk Online Orders - £2.99 - Economy

EBay.co.uk Online Orders - £3.99 – Economy / or £4.50 Standard

Economy Delivery Time: 2 to 5 business days

Standard Delivery Time: 1 to 2 business days

U.K. Priority delivery* charges:

Online Orders (no minimum order) - £9.99

1pm Cut-Off Time

Europe and the Rest of the World delivery charges:**

Europe (min.£12.99 // Tracked and Signed) up to 2kg

Rest of the World (£21.50 // Tracked Signed) up to 2kgs

Higher fees will apply if over 2kgs at £12 per each extra Kg

*Whilst we deliver to most areas in the UK and Ireland, we are unable to guarantee delivery, within our usual lead times, to certain areas. These include Highlands & Islands, Channel Islands (excluding Guernsey), Isles of Scilly and the Isle of Man. Sorry, but we don't deliver to BFPO (British Forces Post Office) addresses or Guernsey. We regret that we cannot do next day delivery to Aberdeen, Northern Highlands, Republic of Ireland, Argyll, Glasgow, Dundee, Guernsey, Shetland Islands and the Isle of Scilly. All deliveries exclude bank holidays and weekends.

**Whilst we would endeavor to deliver to our customers outside the UK, it's important to point out that the delivery charge could increase depending on weight of goods. We will communicate with you via email prior to shipping should this be the case. The customer is liable for all applicable custom taxes pre and post-delivery.

- **8.2 When we will provide the products.** During the order process, we will let you know when we will expect to be able to provide the products to you. We will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- **8.3 We are not responsible for delays outside our control.** If our delivery 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, but if there is a risk of substantial delay you may contact us to cancel your order and receive a refund for any products you have paid for but not received.
- **8.4 Delivery of your first order.** When you place your first order with us, we may insist that we deliver the products to the address registered to the cardholder of the credit or debit card that you used to make payment, regardless of any alternative address you provide us.
- **8.5 Delivery of all subsequent orders.** Apart from your first order, you may ask us to deliver the products to an alternative address. We may attempt to deliver the products either to that alternative address, or to the address registered to the cardholder of the credit or debit card that you used to make payment. As long as we deliver the products to one of those addresses, you agree that we will have delivered the products to you.
- **8.6 If you are not at the property when the product is delivered.** If no one is available at the address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot. Please note that we will not comply with any instructions that you leave at your property, for example, a note on your door asking us to deliver to a next-door neighbour, because we would not be able to verify that this was a genuine note left by you.
- **8.7 If you do not re-arrange delivery.** If, after three failed delivery attempts or after 90 days (whichever happens sooner), 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 cancel your order and section 11 will apply.
- **8.8 If we cannot gain access to the property.** If you do not allow us access to the property in order to deliver the products to you (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the property (or an alternative property) we may end the contract and section 11 will apply.
- **8.9 If you do not receive the products from us.** If you have not received delivery of the products within 14 days of the date we notify you by email that the products have been dispatched, please inform us by sending an email to customerservice@sweatsoflondon.com or by printing off and completing the Notice of Non-Delivery in the box below, and sending it to us by post at Customer Services Department, Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX.

- **Notice of Non-Delivery**

To [Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX](#),

Email customerservice@sweatsoflondon.com

I/We* hereby give notice that I/we* have not received my/our* order for the following products:

Ordered on:

Order number:

Products not received:

Name of customer(s):

Address of customer(s):

Email address of customer(s):

Telephone number of customer(s):

Signature of customer(s) (only if this form is notified on paper):

Date:

* Delete as appropriate

- **8.10 What we will do when we receive a Notice of Non-Delivery.** We will send you a Denial of Receipt Letter to complete and return to us. We will make reasonable efforts to locate the missing products, and may contact you for further information. We will update you within 14 days of receipt of the Notice of Non-Delivery.
- **8.11 If we locate the missing products.** We will arrange to re-deliver them to you.
- **8.12 If we cannot locate the missing products.** We will offer you one or more of the following options:
 - (a) where we still have products in stock, we may offer to deliver the missing products to you; or
 - (b) we will offer you the option to cancel the order (see section 10);

and notify you of the time by which we will need to receive confirmation of which offer you wish to accept, failing which, we will assume you wish to take up the option to cancel the order.

- **8.13 If you receive the wrong products from us.** In the unlikely event of an error with your order, please inform us within 48 hours of your receipt of the order by sending an email to customerservice@sweatsoflondon.com . We will send you a Notice of Error form to complete and return to us to provide us with details of the error.
- **8.14 What we will do when we receive a Notice of Error.** We will investigate the issue with your order and may contact you for further information. We will update you within 14 days of receipt of the Notice of Error.
- **8.15 What we will do if there has been an error with your order.** If our investigations establish that there has been an error with your order, we will offer you one or more of the options in section 8.12 (a)-

(b) above, and notify you of the time by which we will need to receive confirmation of which offer you wish to accept, failing which, we will assume you wish to take up the option to cancel the order.

- **8.16 When you become responsible for the products.** The products will be your responsibility from the time we deliver the product into your physical possession, or to another person you have notified us is permitted to accept delivery of the products.
- **8.17 When you own goods.** You own the products once we have received payment in full.
- **8.18 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your choice of size and colour. If so, this will have been stated in the description of the products on our website. If you give us incomplete or incorrect information, we may either cancel your order (and section 11 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you giving us incomplete or incorrect information.
- **8.19 Reasons we may suspend the supply of products to you.** We may suspend the supply of a product:
 - (a) to deal with technical problems or make minor technical changes;
 - (b) to update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) if we can demonstrate that you are buying products from us with the intention of reselling them (see section 5);
 - (d) if we reasonably believe that you have failed to comply with these terms; or
 - (e) to make changes to the product as requested by you or notified by us to you (see section 7).
- **8.20 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 cancel your order 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 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you cancel the order.
- **8.21 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see section 13.4), for example, your payment is declined by your credit card provider or your bank, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. As well as suspending the products we can also charge you interest on your overdue payments (see section 13.5).

I. YOUR RIGHTS TO CANCEL YOUR ORDER

- **9.1 When you can cancel your order with us.** Your rights to cancel an order will depend on what you have bought, whether there is anything wrong with it and when you decide to end the contract:
 - (a) **If what you have bought is faulty or misdescribed you may have a legal right to cancel your order** (or to ask us to repair or replace the product), **see section 12;**
 - (b) **If you want to cancel your order because of something we have done or have told you we are going to do, see section 9.2;**

- (c) **If you have just changed your mind about the product, see sections 9.3 and 9.4.** You may be able to get a refund if you are within the cooling-off period or the 'no quibble 28-day returns' period, but this may be subject to deductions and you will have to pay the costs of return of the products unless you are a VIP Premier member and we have provided you with a free returns label;
- **9.2 Cancelling an order because of something we have done or are going to do.** If you are cancelling an order for a reason set out at (a) to (e) below, the order will be cancelled immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
 - (a) we have told you about an upcoming change to the product which you do not agree to (see section 0);
 - (b) we have told you about a change to these terms which you do not agree to (see section 7.2);
 - (c) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - (d) there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - (e) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
 - (f) you have a legal right to cancel the order because of something we have done wrong.
- **9.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- **9.4 Our 'no quibble 28-day returns policy'.** Please note, these terms reflect the goodwill guarantee offered by Sweats of London Limited to its UK customers for items unused and in their original condition, which is more generous than your legal rights under the Consumer Contracts Regulations as set out below. However, our Sale items including offers, we offer a 14 days no quibble return policy for items unused and in their original condition, which is still very generous. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (see section 12.2). For International returns, if you change your mind, please return your unwanted items within 28 days. Section 9.5 still applies to International Returns.
- Further details of our policy are:

Rights under the Consumer Contracts Regulations 2013	How our 'no quibble 28-day returns policy' is more generous
14-day period to change your mind.	28-day period to change your mind.
You pay the costs of returning the product to us.	You pay the costs of returning the product to us.

- **9.5. When you DO NOT have the right to change your mind.** You do not have a right to change your mind in respect of:
 - (a) products that appear to have been worn, marked by cosmetic products, smell of perfume and body order, in other words used and not in their original condition.
 - (b) any products returned that are in an unsaleable condition looking stretched, with missing or/and damaged tags and packaging. This includes products that can't be repackaged for resale.
- **9.6 How long do I have to change my mind?** Where you wish to take advantage of the rights under the Consumer Contracts Regulations 2013, you have 14 days after the day you (or someone you nominate) receives the products. Where your products are split into several deliveries over different days, you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the products. Where you wish to take advantage of the rights under our 'no quibble 28-day returns policy', you have 28 days after the day you (or someone you nominate) receives the products.

J. HOW TO CANCEL YOUR ORDER (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

- **10.1 Tell us you want to cancel your order.** To cancel your order, please let us know by doing one of the following:
 - (a) **Email** customer services at customerservice@sweatsoflondon.com Please provide your name, home address, order number, details of the order and, where available, your phone number and email address.
 - (b) **By post.** Print off a copy of the model cancellation form in the box below, complete it and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

○ **Model cancellation form**

To [Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX](#),
 Email customerservice@sweatsoflondon.com

I/We* hereby give notice that I/we* cancel my/our* order for the following products:

- Ordered/received* on:
 Order number:
 Name of customer(s):
 Address of customer(s):

Signature of customer(s) (only if this form is notified on paper):

Date:

* Delete as appropriate

- **10.2 Returning products after cancelling your order.** If you cancel an order you must return the products to us in accordance with the returns procedure. Please note that our returns address is [Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX](#). If you are exercising your right to change your mind, you must send off the products within 14 days of telling us you wish to cancel the order.
- **10.3 When we will pay the costs of return.** We will pay the costs of return:
 - (a) if the products are faulty or misdescribed;
 - (b) if you are cancelling an order because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

- **10.4 How we will refund you.** We will refund you the price you paid for the products (including delivery costs, where appropriate), by the method you used for payment. However, we may make deductions from the price, as described below.
- **10.5. Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
 - (a) 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 excessive handling of them in a way which would not be permitted in a shop. 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.
 - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer (namely our 'standard UK delivery' cost).
- **10.6 When your refund will be made.** We will make any refunds due to you as soon as possible the same way you paid. Your refund will be made within 21 days from the day on which we receive the product back from you or, if earlier, within 21 days from the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see section 10.2.

K. OUR RIGHTS TO END THE CONTRACT

- **11.1 We may cancel an order if you do not comply with these terms.** We may cancel an order for a product at any time by writing to you if:
 - (a) you do not pay us for the products when you are supposed to (see section 13.4), for example, your payment is declined by your credit card provider or your bank;
 - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products (see section 8.18);
 - (c) you do not, within a reasonable time, allow us to deliver the products to you;
 - (d) we can demonstrate that you are buying products from us with the intention of reselling them (see section 5);
 - (e) you are under 16 years old;
 - (f) you ask us to deliver to an address outside the UK which is not in a country that we deliver to (see section 3.5);
 - (g) you use our website, or any content, images or material on our website, in a way that is not permitted by section 19;
 - (h) you behave in an abusive or offensive manner towards our staff;
 - (i) we are unable to verify your address or other details in order to satisfy our security procedure for delivery or card processing purposes.
- **11.2 If all products that you order are out of stock.** We will cancel your order and provide you with a full refund.
- **11.3 You must compensate us if you do not comply with these terms.** If we cancel an order in the situations set out in section 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you not complying with these terms.
- **11.4 We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. In some circumstances, we may not be able to provide you with advance notice, for example, where a product is withdrawn from sale by reason of us complying with relevant laws and regulatory requirements. In all other cases, we will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

L. 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 send us an email to customerservice@sweatsoflondon.com or write to us at **Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX**
- **12.2 Your legal rights.** 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 more information about your legal rights please visit the Citizens Advice Bureau website www.adviceguide.org.uk or call 03454 04 05 06. **Your**

obligation to return rejected products. If you wish to exercise your legal rights to reject products, you should not attempt to repair the products and you must return them to us in accordance with the returns procedure. Please note that our returns address is [Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX](#)

12.3. We will pay the costs of postage. Please email us at customerservice@sweatsoflondon.com for a return label.

M. PRICE AND PAYMENT

- **13.1 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. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see section 13.3 for what happens if we discover an error in the price of the product you order.
- **13.2 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.
- **13.3 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 in our catalogues and/or on our website. 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 unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel your order, refund you any sums you have paid and require the return of any products provided to you.
- **13.4 When you must pay and how you must pay.** We accept payment with Mastercard, Maestro, Visa and Visa Debit, and you must provide your credit or debit card details at the time of placing your order. You must pay for the products before we dispatch them.
- **13.5 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 Bank of England's base rate 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.
- **13.6 If your payment is declined by your credit card provider or your bank.** Your credit card provider, your bank or our nominated debt collection company may charge you a fee. The amount of that fee is beyond our control. Where we incur any fee as a result of a declined payment, you must reimburse you for the fee we incur.
- **13.7 What to do if you think a payment is wrong.** If you think a payment is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

N. MULTI-BUY OFFERS

- **14.1 How we apply multi-buy offers.** From time to time, we may issue multi-buy offers, for example, 'buy one get one free' or 'buy three products and get the lowest priced product for half-price'. Multi-buy offers cannot be used on permanently-reduced products, sale products or brand concession products. If you require a refund or replacement of products that were subject to a multi-buy offer, then all products (including those that you would otherwise want to keep) must be returned to us. The free or discounted product cannot be refunded on its own for money or credit.
- **14.2 What other terms apply to multi-buy offers.** When we issue a multi-buy offer, we reserve the right to apply additional terms and conditions to the use of that offer which we will make clear to you at the time. We also reserve the right to withdraw or amend an offer at any time without giving you prior notice. There is no cash alternative available.

O. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- **15.1 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 order process.
- **15.2 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: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us and supplied with reasonable skill and care and for defective products under the Consumer Protection Act 1987.
- **15.3 We are not liable for any other loss arising from unauthorised access to your account.** It is your responsibility to keep your email address, account log-in details and password safe and secure. We shall be entitled to treat any orders that we receive using your account and your stored credit or debit card details as coming from you or being authorised by you, and we will process those orders in accordance with these terms. Unless we are responsible under section 15.1 or 15.2, we have no liability to you for any loss or damage you suffer as a result of any person gaining unauthorised access to your account and placing an order with us.
- **15.4 We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

P. HOW WE MAY USE YOUR PERSONAL INFORMATION

- **16.1 How we will use your personal information.** We will use the personal information you provide to us:
 - (a) undertake credit reference, fraud prevention and fraud detection searches, and to validate the information you provide us with other publicly-available records (such as the electoral roll);
 - (b) to supply the products to you;
 - (c) to process your payment for the products; and
 - (d) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- **16.2 How we will protect your personal information.** We will use the personal information you provide to us in accordance with the Data Protection Act 1998 and our security policy where we take your security very seriously, and we've invested in a totally secure and safe website for you to shop. Once you checkout, we encrypt all your details using Internet standard encryption technology (TSL/SSL).
- If a site is secure, a padlock will appear in the bottom right hand section of your screen when you are in the personal data/ payment card entry area. Occasionally the padlock will not be visible but the page is still secure. If you do not see the padlock, you can check by right-clicking anywhere on the page (except on an image) and select Properties. If the URL starts https: the s indicates that the page is secure.
- **16.3 We may pass your personal information to credit reference agencies.** We may pass your personal information to credit reference agencies and other third parties to undertake the searches and validations mentioned in section 16.1(a) and they may keep a record of any search that they do.
- **16.4 We may monitor and record telephone calls.** We reserve the right to monitor and record telephone calls to us, or made by us, in order to monitor staff performance and maintain service quality standards.
- **16.5 We will only give your personal information to other third parties where the law either requires or allows us to do so.**
- **16.6 We only share your information externally with other partners when we have your consent to do so:** [Sweats of London Limited](#) works with a number of other partners who, whilst not essential for our business to operate, do enhance your experience with us and your usage of our Services, in our opinion. This includes our affiliate marketing partners and social media partners, as well as third parties to deliver incentives to you to participate in competitions, offers, polls, surveys, analysis or research.

Q. HOW TO MAKE A COMPLAINT

- **17.1 How to contact us in the first instance.** We want you to be pleased with any purchase you make from us, so if there's something you're not happy with please let us know as soon as possible by sending an email to customerservice@sweatsoflondon.com and we will try and resolve the problem for you.

- **17.2 If you are not happy with our initial response.** Please send us a letter addressed to Customer Complaints Department, Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX, providing us with your order number and full details of your complaint, or alternatively by email at customerservice@sweatsoflondon.com. We will respond to you within 14 days of receiving your letter with a suggested course of action to try and resolve the problem.
- **17.3 If we cannot resolve your complaint.** If we are unable to resolve your complaint via our internal complaints procedure above, you may wish to use the European Online Dispute Resolution Platform (ODR platform), available at <http://ec.europa.eu/odr>.

R. 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. 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. If you are unhappy with the transfer, you may contact us to cancel any outstanding orders within 30 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- **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. However, you may transfer your rights under our 'no quibble 28-day returns policy' at section 9.4 to a person who has acquired the product from you. We may require the person to whom your rights are transferred to provide reasonable evidence that they are now the owner of the relevant product.
- **18.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in section 18.2 in respect of our 'no quibble 28-day returns policy'.
- **18.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the sections of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections 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 we can demonstrate that you are buying products from us with the intention of reselling them and we accept your order, we can still take any of the action permitted by section 5 at a later date.
- **18.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

S. USE OF OUR WEBSITE AND SOCIAL MEDIA PLATFORMS

- **19.1 Terms on which we make our website available.** By using our website, you confirm that you accept the terms set out in section 19. If you do not agree to the terms set out in section 19, you must not use our website.
- **19.2 We may update our website.** We may update our website from time to time and change the content at any time. Any changes to the products or these terms will be dealt with by section 7.
- **19.3 Our website may not always be accurate or available.** We take all reasonable care to ensure that our website is accurate, but we cannot guarantee that our website, or any content on it, will be completely free from errors or omissions. We do not guarantee that our website will always be available or you will be able to use it without interruption. Access to our website is permitted on a temporary basis, and we may suspend or withdraw all or any part of our website without notice. We will not be responsible for any loss or damage you suffer if our website is unavailable at any time.
- **19.4 You must use our website lawfully.** You may use our website only for lawful purposes. You may not use our website:
 - (a) In any way that breaches any applicable local, national or international law or regulation
 - (b) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
 - (c) For the purpose of harming or attempting to harm minors in any way
 - (d) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
 - (e) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- **19.5 Using our name and the images and material on our website.** We are the owner of all intellectual property rights in our website, and in the images and material published on it. Those images and materials are protected by copyright laws around the world. 'Sweats of London Limited' and our logo are our Trademarks and lawfully registered with the Intellectual Property Office. All rights are reserved. You must not use any images or material from our website for any commercial purpose, for example, advertising products that you have bought from us for resale on other websites.
- **19.6 If you want to link another website to our website.** You may create a link from your own website to our website home page (but not to any other page of our website) provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not suggest any form of association, approval or endorsement by us of you, your or our website unless we have agreed with you in writing. You must not 'frame' our website on any other website.
- **19.7 Using or sharing your images on Social Media and Advertising platforms.** Please Tweet or Facebook us with your photos wearing our garments so we can add them to our public and social media and advertising platforms. This can be done provided that you do so in a way that is respectful to our Company and our brand. This should also be in a way that is legal and does not damage our reputation or take advantage of it. You must not send any videos or any material of a pornographic nature. You must not suggest any form of association, approval or endorsement by us of you, your or

our website unless we have agreed with you in writing. Your images could be used on our website, social and advertising platforms. Under no circumstances will you be financially compensated for the use of the images you send to us. By sending your images to us, you are essentially giving up your right of ownership. Your images will be owned by Sweats of London Ltd and its affiliates. All images should be sent by persons over 18 years of age.

T. COMPETITION TERMS AND CONDITIONS

- **20.1 We may run competitions from time to time.** Every competition we run will be accompanied by the terms and conditions that apply to each competition at the time. Unless those terms and conditions contain alternative provisions, the following provisions in section 19 will also apply to all competitions that we run.
- **20.2 Who the promoter is.** The promoter will be Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX
- **20.3 You must be eligible to enter the competition.** The competition is open to all residents in the UK aged 18 years or over except employees of Sweats of London Limited, 27 Old Gloucester Street, London, WC1N 3AX and members of their immediate families. We may ask you to provide proof that you are eligible to enter the competition, and we may reject your entry if you do not provide that proof.
- **20.4 How to enter our competitions.** The competition will run until a specified closing date. All competition entries must be received by us by no later than 2:00pm on the closing date. All entries received after the closing date are automatically disqualified. The method of entering the competition will be clearly stated in the terms and conditions that apply to that competition. No purchase is necessary. There is a limit of one entry per person per residential address. By submitting a competition entry, you are agreeing to comply with the terms and conditions that apply to that competition, and also that we may use your name, photograph and competition entry in connection with publicity of the competition.
- **20.5 Our liability for entries we do not receive or we reject.** We do not accept responsibility for competition entries that are lost, mislaid, damaged or delayed, regardless of the cause, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind. We will reject any entries that have been forged or tampered with or are automatically generated by computer, completed in bulk, illegible or incomplete. We will not accept proof of posting or transmission as proof of receipt of entry to the competition.
- **20.6 Choosing the winner.** The winner(s) will be decided in accordance with the terms and conditions that apply to that competition. Our decision as to the winner is final. We will send the name and county of the winner to anyone who writes within one month of the closing date requesting details of the winner and who encloses a self-addressed envelope.
- **20.7 Winning and claiming the prize.** Prizes are subject to availability, and we reserve the right to substitute the prize with a prize of equal or greater value. The prize is not negotiable or transferable. We will contact the winner as soon as practicable after the closing date using the email address provided with the competition entry. If the winner cannot be contacted or is not available, or has not claimed their

prize within 28 of days of the closing date, we reserve the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the closing date. We do not accept any responsibility if you are not able to take up the prize.

U. PRIVACY POLICY, EU GENERAL DATA PROTECTION REGULATION

At Sweats of London Ltd, we want to give you the best possible shopping experience to ensure that you enjoy our garments today, tomorrow, and in the future. It is also our goal to be as open and transparent as possible with our customers about the personal data we collect, how it is used, and with whom it is shared.

We have updated our terms to let you know the changes to our Privacy Policy, effective 25.May.2018. These changes will reflect the increased transparency requirements of the EU General Data Protection Regulation (known as the 'GDPR').

We will always strive to provide you with clear and simple information about the personal data we collect and use and how we protect your personal data in our Privacy Policy. Our enhancements to the Privacy Policy will provide you information about as follows:

- your privacy rights and how to exercise them;
- how we collect, use, share and protect your personal data, and
- the legal bases we rely on to process your personal data.

Who we are

Our website address is: <https://sweatsoflondon.com>

What personal data we collect and why we collect it

We collect from users and site visitors personal data, such as name, email address, personal account preferences; transactional data, such as purchase information; and technical data, such as information about cookies, Wishlist data such as email address.

Comments

When visitors leave comments on the site we collect the data shown in the comments form, and also the visitor's IP address and browser user agent string to help spam detection.

An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <https://automattic.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

Media

If you upload images to the website, you should avoid uploading images with embedded location data (EXIF GPS) included. Visitors to the website can download and extract any location data from images on the website.

Contact forms

We use a contact form plugin, where personal data is captured when someone submits a contact form. We keep contact form submissions for a short period for customer service purposes, and we do not use the information submitted through them for marketing purposes.

Cookies

If you leave a comment on our site you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

If you have an account and you log in to this site, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Remember Me", your login will persist for two weeks. If you log out of your account, the login cookies will be removed.

Embedded content from other websites

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that website.

Analytics

We collect analytics data. Many web hosting accounts and search engines collect some anonymous analytics data. You can opt out of analytics tracking, via a link to their analytics provider's privacy policy, if any.

Who we share your data with

The third party providers with whom you share site data, including partners, cloud-based services, payment processors, and third party service providers, this is to help deliver our services to you after 60 days where this information is deleted our end once we are confident that the goods have been delivered and accepted. But it will remain on our accounting packages for at least 8 years for HMRC inspections and requirements. Examples of our partners who use their own privacy polies are: Go Daddy, Worldpay, Paypal, Hermes, Royal Mail, Amazon, Visa, Mastercard, American Express, Ebay.

How long we retain your data

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue.

For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

What rights you have over your data

If you have an account on this site, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

Where we send your data

Visitor comments may be checked through an automated spam detection service.

Our contact information

customerservice @sweatsoflondon.com

Additional information

We do not use our site for commercial purposes or do we engage in more complex collection or processing of personal data.

How we protect your data

We include technical measures such as encryption; security measures such as SSL authentication; and measures such as staff training in data protection.

We have invested in a deluxe Malware scan, removal and prevention. Plus, performance boost, Google blacklist monitoring & removal of threatening websites, Protection for unlimited pages within a single website, and proudly display our Trusted site seal.

What data breach procedures we have in place

When malware is detected and a cleanup request has been initiated, our 24/7 security experts will start the remediation process within 12 hours.

What third parties we receive data from

We do not receive any information from third parties apart from information to do with payment declines from World pay or paypal.

What automated decision making and/or profiling we do with user data

This does not apply to our business module.

Industry regulatory disclosure requirements

This does not apply to our business module.