

TERMS AND CONDITIONS / PRIVACY POLICY

Terms of Use

These terms of use apply to your access and use of our websites, www.clothingyourway.co.uk (the "Site").

Please read these terms fully and carefully. By continuing to use the Site, you agree to be bound by them. If you do not accept these terms, you should not visit or use the Site.

Other Terms and Conditions

In certain circumstances, additional terms and conditions may apply. For example, when you purchase products from us, our Terms and Conditions of Sale will apply. All of our terms and conditions are clearly set out in the "Terms and Conditions" link at the bottom of the Site for you to access at any time.

Your personal details

It is important that you know exactly what personal details we collect from you and how we look after and use them, so we have set out full details in our Privacy Policy (bottom of page).

You agree that any personal information you provide to us through the Site (or otherwise) is accurate and up to date.

Changes to these terms

We may change these terms at any time by updating them, so please ensure that you check them regularly. By using the Site after any changes have been made to these terms, you will be deemed to have accepted the amended terms.

Accessing the Site

We endeavour to make the Site available 24 hours a day, but it is available free of charge and we do not guarantee that the Site or any content on it will always be available or that your use of the Site will be uninterrupted.

You are responsible for making all necessary arrangements for accessing the Site. Access to the Site is granted on a temporary basis and we can change the arrangements for access to, deny access to, close or suspend part or the whole of the Site at any time, for any period of time, and for any reason without warning and without liability.

Accuracy of information on the Site

The information available on the Site has been published in good faith and we do our best to ensure that it is accurate and up to date. However, very rarely, there may be errors in the information or it may be incomplete or out of date due to human error or circumstances beyond our control. Our Terms and Conditions of Sale set out your rights where prices are stated incorrectly and where any products you receive do not match the description provided on the Site.

Any reviews or opinions posted on the Site are for information purposes only and should not be taken as recommendations or advice.

Computer viruses

We continually try to ensure that the Site is free from viruses and other technically harmful material but unfortunately, due to the inherent risks associated with using the internet, we cannot guarantee this. Although we may carry out security measures for your protection, you

acknowledge that it is your responsibility to carry out sufficient procedures and checks (including anti-virus and other security checks) to meet your needs.

Your right to use the Site

You may only use the Site for lawful purposes and in accordance with these terms of use.

We are happy for you to print or download/save one copy of each page of the Site for your personal reference purposes and you may print or download/save any information we expressly make available for printing or downloading/saving (such as these terms of use) a reasonable number of times for your personal reference.

Links to the Site

You can create links to the Site but you should:

- only create links from websites owned by you;
- only create the link in a way that is fair and lawful and does not damage, cause likelihood of damage to, or take advantage of, our reputation;
- not suggest any form of association, approval or endorsement on our part where none exists;
- not imply that any content on the Site is your own or that you are licensed to use it; and
- not frame the Site on any other site.

Links to other websites

We may provide links to websites of third parties that we believe will be of interest and relevant to you. These links are provided solely for your convenience. If you use these links, you leave the Site. Each third party will have its own policies on how you can use their website, how they use your personal data and how they use cookies. Please read the privacy statement and other policies on any website you have accessed in this way.

We have not reviewed all of these third party websites, they are not under our control and we are not responsible for and do not contribute to these websites. We are therefore not responsible for the content or reliability of such websites and we do not endorse the views expressed within them.

What you cannot do with the Site

You must not copy, scrape, distribute, reproduce or modify any material printed or downloaded from the Site. You must not use any illustrations, photographs, video or audio sequences or any graphics from our website separately from any accompanying text, or remove any indications of ownership. Some of the material published on the Site (such as designs uploaded by our customers and displayed on the Site to demonstrate the types of products we create and sell) are not owned by us and you will need to obtain the consent of the owner before using any such material.

You must not publish any copies of materials from the Site in any public forum (whether online or offline), or make any statements or take any actions that could result in liability for us.

You must not, and must not attempt to, use the Site (including by uploading or submitting any designs, images or reviews):

- to carry out or assist any unlawful or criminal activity;
- to receive, access or transmit material which is defamatory, obscene, offensive or sexually explicit or which contains or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- in any way that infringes any third party's intellectual property rights or data protection or privacy rights and or breaches any contractual duty or duty of confidence;
- to be threatening or harassing to any other person or to cause annoyance to, inconvenience or needless anxiety, upset, harm or embarrassment to any other person;
- to impersonate any person, or to misrepresent your identity or affiliation with any person;
- to access parts of our website that are not intended for public use;
- to access or monitor the Site or any of its content other than using the Site's navigational structure or for any purpose other than that expressly permitted in these terms;
- to do anything which places an unreasonably large load on the Site, or its supporting computer systems;
- to attempt to disrupt or interfere with the Site in any way or with another person's use of the Site, or use the Site as a means of disrupting or interfering with other websites;
- to probe, scan or test the vulnerability of the Site or any network connected to it;
- to willfully corrupt any data, documents or material available on the Site or insert or knowingly or recklessly transmit or distribute a virus, trojan horse, worm, logic bomb or other material which is malicious or technologically harmful into our network and computer systems so as to cause harm to the Site, us or other users or which is likely to bring the Site or us into disrepute;
- to reproduce, duplicate, copy scrape, or re-sell any part of our website in contravention of the provisions of these terms;
- to access without authority, interfere with, damage or disrupt any equipment, network or software on which the Site is stored or which is used or owned by the Site or that of a third party; or
- to assist, encourage or permit any other person to do any of the acts described above.

All of the above are forbidden regardless of the means used and some of these acts constitute offences under the Computer Misuses Act 1990.

Intellectual property rights

Unless otherwise stated, we are the owner or licensee of all intellectual property rights in the Site and the material published on it (including the "look and feel" of the Site). These rights are protected by laws and treaties around the world.

You retain all of your ownership rights in the material that you upload or submit to us via the Site for customisation of products (your "Designs") (whether or not you order products from us). We will not use the Designs in any other way unless you choose to place an order for products which incorporate the Designs. The Terms and Conditions of Sale set out your intellectual property rights should you order any products which incorporate the Designs and the Merchandise Storer Terms and Conditions set out your intellectual property rights where you sell your Designs through the Site.

Breach of these terms

If we think that you have breached these terms, we may take such action as we consider appropriate in the circumstances, including, but not limited to all or any of the following actions:

- we may remove or suspend the Site;
- we may temporarily or permanently prevent you from using the Site;
- we may issue a warning to you;
- we may take legal proceedings against you (and may seek reimbursement of any and all losses, damages, liabilities, expenses and costs incurred by us as a result of your breach of these terms on an indemnity (pound for pound) basis;
- we may require that you return or destroy copies of materials you have made in breach of these terms; and/or

- we may disclose such information to law enforcement authorities as we feel is necessary and, where the breach concerns a third party's intellectual property rights, we may disclose your details to any third party claiming that you have infringed their intellectual property rights.

General

Neither we nor you will be responsible if we are unable to perform our obligations under the contract due to events which are genuinely beyond your or our reasonable control (as applicable).

As far as is legally possible, these terms are governed by, and shall be interpreted in accordance with, English law. Where you are a consumer, the courts of England and Wales shall have non-exclusive jurisdiction over any claim arising from, or related to, your visit or use of the Site. In some circumstances the laws where you are domiciled may apply and the courts where you are domiciled may have jurisdiction. Where you visit the Site in the course of your business, the courts of England and Wales shall have exclusive jurisdiction.

Information about us

The Site is operated by Clothing Your Way Limited, a company registered in England and Wales with company number **10243866**, whose registered office is 115 Dartmouth Road, Paignton, Devon, TQ4 6NF Our VAT number is: 241 1931 37.

Terms and Conditions

These terms and conditions (the "Terms"), together with the Website Terms of Use, the Privacy Policy, and any documents referred to in these Terms, will apply to all orders placed with Clothing Your Way Limited ("We", "Us", "Our") by any person or organisation ("You", "Your") for products ("Products") on Our website (currently www.clothingyourway.co.uk), over the telephone or by email. These policies and Terms will together form the "Contract" and will apply to the exclusion of all other terms (such as terms implied by trade or course of dealing). Please ensure that You have not relied on any statement, representation or comment made by Us in entering the Contract as these will not form part of the Contract.

Please read the Terms carefully before You place any orders with Us as they explain important information about the basis on which We sell Products to You. You should print and save a copy of the Terms for Your records.

By placing an order with Us, You agree to be bound by the Terms. If You do not accept the Terms, You should not order any Products from Us.

We may change the Terms from time to time so please read the terms carefully each time You place an order with us.

1. DIGITISATION FEE.

1. A digitisation fee will be charged for every NEW design sent to us that is not embroidery ready -
 - Small design (up to 12cm x 12cm) - £15.00 + vat

This must be paid upfront and in full before any work is undertaken.

1. This fee will only ever be applied to new artwork. It is a one off charge that will not be repeated for as long as the design remains the same.
2. Print and embroidery artwork is NOT the same. You WILL be charged one fee for each new design intended for the embroidery process

1. PERSONALISATION OF PRODUCTS

1. This clause 2 will only apply to the extent that You use the Clothing Your Way to personalise Products.
2. **By uploading or submitting any material (including an image, design, logo or word/phrase) (“Artwork”) to personalise a product using the Clothing Your Way, You confirm that You have the right to do so and that the Artwork does not infringe the rights of any other person or entity. If You are a business customer, You shall fully indemnify Us on demand and hold Us harmless against any claim, costs, losses and expenses (including legal fees) that arise out of a claim that the Artwork infringes the rights of any third person.**
3. You must not submit any Artwork for customising a product using Clothing Your Way that:
 1. is inaccurate, defamatory, obscene, offensive, indecent, pornographic, abusive, blasphemous, hateful, threatening, inflammatory, in breach of privacy or which may cause annoyance, upset, anxiety, embarrassment or inconvenience to any other person;
 2. discriminates based on race, sex, religion, nationality, disability, sexual orientation or age;
 3. attempts to deceive any person or be used to impersonate any person, or to misrepresent Your identity or relationship with any person;
 4. gives the impression that it originates from Us, if this is not the case;
 5. includes any data relating to another person that personally identifies them, such as their address, telephone number, or email address, without their express approval. By uploading or submitting any such content, You agree that You have obtained this approval;
 6. supports, promotes or assists violence or any unlawful act; or
 7. infringes anyone’s rights (including intellectual property rights). In particular, You must ensure that You either own the copyright in any Artwork that You upload or submit or that You are fully licenced by the copyright owner to use the Artwork on the Product, that You are not infringing any third party’s trademark (whether registered or not), or breaching any duty of confidentiality to any third party.

These conditions are known as Our “Personalisation Standards” and We will have the right to refuse to process Your order or to terminate Our Contract with You (without liability to the extent that You are a business customer) if We believe that You have not adhered to the Personalisation Standards.

4. By submitting Artwork to Clothing Your Way You grant Us a licence, at no cost, to use, reproduce, adapt, and publicise that Artwork (and allow any third party who assists Us to do so too) for the purpose of performing Our obligations and exercising Our rights under the Contract and to enable us to advertise Our Products and services to the public. Please note that this includes the right to modify the Artwork in order to conform it to the requirements of the Product You have ordered.
5. You will have no rights in the digitalised Artwork files which we create when You upload or submit Artwork on to the Clothing Your Way Website. These files are created purely to enable Us to apply the Artwork to Products (i.e. they contain print or embroidery

patterns) and We will not use the Artwork files except to the extent required to comply with Our obligations to You under the Contract. We will own all rights in such Artwork files and You have no rights or interests in such files.

6. We will endeavour to reproduce the colours of the Artwork with the print colours / embroidery cotton colours on the Products as closely as possible. We will choose the closest colour match possible but We are unable to guarantee that the colours will be an exact reproduction of the Artwork. All personalisation of Products (“**Personalisations**”) are completed by hand. As such, We will endeavour to position the Artwork on the Product exactly as You have requested but We are unable to guarantee that the positioning will be an exact reproduction of Your Product design. **You will not be able to reject or return Products on these grounds except to the extent that You feel that the Product no longer materially conforms to its Description in accordance with clause 8.**
7. Where You choose to personalise a Product with Artwork, the quality of the Personalisation will be dependent on the quality of the Artwork We receive. Images may be uploaded in jpeg, jpg, gif, bmp, ai, eps, ps, pdf, png, psd, svg, tiff and tif format. Any other format such as Word documents cannot be accepted.. We recommend that all Artwork is at least 300 DPI (Dots Per Inch) but We will endeavour to contact You if We feel that the Artwork quality would not give a good end result. If We do so, You will be given the opportunity to resend a new version of the Artwork or to confirm that You are happy for Us to proceed with the original Artwork. If We cannot contact You, We may proceed with Your order, or wait until We receive a response from You (at Our discretion). We will not be responsible and/or liable where the Artwork is poor quality and therefore the end Product (so far as the reproduction of the Artwork is concerned) is not of a high standard, regardless of whether We have contacted You or not. **You will not be able to reject or return Products on the basis of the quality of the Personalisation where the Artwork You uploaded or submitted to Us was not of satisfactory quality.**
8. We use several print processes for Personalisation (e.g. Sublimation printing, vinyl printing). We will decide the most appropriate print process for Your order based on Your Artwork and the Product ordered (as the results produced by the different print processes vary depending on the material they are used on) and **You will have no right to reject the Products on the basis of the print process used.**
9. We aim to provide You with a quick, high-quality personalisation service. Please double-check Your order on screen to ensure that all the details are correct before submitting Your order as once it has been submitted. It is up to You to ensure that any material You have submitted for inclusion on a Product is correct, and (for example) spelt correctly. If You notice a mistake with Your order before it has been processed for personalisation, You can contact Us on 01803 390214 but We cannot guarantee that We will be able to amend Your order at this stage.

1. DELIVERY

1. We will deliver the Products to the address specified by You when placing Your order (the “**Delivery Address**”) so long as You provide a valid address for delivery. The delivery method We use may depend on the Delivery Address and the number of Products You order and delivery practices may vary from one carrier to another.
2. We aim to deliver Products within the indicative timescales shown on the Website. However, time is not of the essence for delivery or performance and all delivery dates specified on the Website and in any correspondence are estimates only. This means that We will not be responsible if Products are delivered outside of those times and We will not be liable for the consequences of any delay. If We are unable to deliver the Products within the indicated timescale, We will use reasonable efforts to let You know and give You an amended delivery estimate. If You are a business customer, this will be Your only remedy. We strongly advise that You order Products well in advance of the date by which they are required.

3. We will notify You by email when the Products are dispatched. The carrier will then be in touch with more detailed delivery information where appropriate. You need to ensure that if You are not available to take delivery of the Products at the time the carrier specifies, you rearrange delivery with the carrier (e.g. so that the Products are delivered the next day or to a neighbour).
4. If the carrier is unable to deliver the Products to You We reserve the right to charge You for the cost of redelivering the Products (at the same price as the original delivery method). If We do so, You will need to pay this redelivery cost before We will deliver the Products.
5. Please take care of the Products when You receive them. The Products will be at Your risk from the time of delivery.
6. If You order more than one Product, We may deliver the Products in multiple instalments.
7. If You are a business customer and We fail to deliver the Products, Our liability will be limited to a full refund of the price paid under the Contract for the Products (inclusive of all additional costs paid by You in accordance with clause 5) and the delivery costs.

1. PRICE

1. All prices are in pounds sterling and are exclusive of VAT. A breakdown of prices can be obtained on request. Delivery charges are shown separately. All applicable delivery charges are as stated on the Website (and shown on the final checkout page for Your order) or as specified over the telephone or by email at the time You place Your order.
2. Prices for the Products may change from time to time, but changes will not affect any order You have already placed.
3. We sell a large number of Products and it is possible that some of Our Products may be incorrectly priced
4. . If We discover an error in the price of the Products You have ordered, We will contact You to inform You of this error and We will cancel Your order. If You are happy to order the Products at the correct amended price, please place a new order for the Products. We will refund any payment You have already made If We are unable to contact You using the contact details provided during the ordering process within 7 days of discovering the pricing error, We will treat the order as cancelled and notify You by email. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by You as a mispricing, We do not have to provide the Products to You at the incorrect (lower) price.
5. We accept payment by Visa, Visa Delta, Visa Electron, Mastercard, or by BACS. Please be aware that Our acceptance of Your order is conditional on receiving full payment for the Products and therefore We will not process Your order until payment has been received. Where You pay by debit or credit card or PayPal, full payment will be taken at the time of placing Your order. Taking payment does not constitute acceptance of Your order and Your order will only be accepted in accordance with clause 1.1(f).
6. This clause 5.6 is an exception to the payment requirements in clause 5.5 and will apply to business customers only. We may agree to provide You with Products on credit terms. The terms of any credit agreement must be agreed in writing between You and Us prior to Us sending an Acceptance Email in order for such credit terms to apply to the Contract. Payment shall be made to the bank account nominated in writing by Us. Time of payment is of the essence.
7. If You fail to make any payment due to Us under the Contract by the due date for payment, You shall pay interest on the overdue amount at the rate of 5% of the total order value. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
8. You shall pay all amounts due under the Contract in full without setting off or deducting any amount owed by Us to You from the amount (except where this is a legal requirement).

1. DISCOUNTS AND OFFERS

1. We may offer discounts from time to time at Our discretion. All discounts and offers are subject to the relevant Products being available to Us and in stock when We accept Your order.
2. We will always stipulate an expiry date for a discount or offer and to qualify Your order must have been accepted by the relevant expiry date to benefit from the discount or offer.
3. We reserve the right to amend or terminate the discount or offer where circumstances outside of Our control make this necessary.

1. REFUND / CANCELATION POLICY

1. **You do not have a legal right to cancel Your order where You have ordered personalised Products or where You order Products as a business customer. The Products on the Clothing Your Way Website are deemed to be personalised products as they are made on a bespoke basis and have been designed as personalised products.**
2. Where You are a consumer and place an order for blank Products (i.e. Products that You choose not to personalise on the Clothing Your Way Website), You have a legal right to cancel Your order without giving any reason at any point within 7 days of the day after You receive the Products.
 1. You must let Us know that You wish to cancel by contacting Us to tell Us using any of Our contact details set out in paragraph 13. You should keep evidence of having given notice of cancellation, such as an e-mail receipt; and
 2. You must return any Products delivered to You to Us (at Your own risk and cost) within 7 days of notifying Us that You wish to cancel by sending them (by recorded delivery or courier) to:

Returns Dept,
Clothing Your Way Ltd,
115 Dartmouth Road,
Paignton,
Devon,
TQ4 6NF

3. The Products must be returned unused with the original packaging and labelling (where appropriate).
4. Where You choose to cancel Your order under clause 7.2, We will ordinarily refund the full purchase price of the Products minus the standard delivery charge paid within 14 days of receiving the returned Products. Where you wish to return part on an order and with to keep the rest, you will only be refunded for the items returned. You must take care of the Products before You return them to Us. We may reduce the amount We refund to You if You use them, damage them, or otherwise do something beyond what is reasonably necessary to examine them that reduces their resale value.
5. We will not be obliged to give You a refund if We do not receive the cancelled goods back so We recommend that whenever You return a cancelled Product to Us, You do so either by recorded delivery or courier so that You have proof of posting.

1. FAULTY PRODUCTS

1. We warrant that the Products that We supply will materially comply with the main characteristics stated in their Product description on the Website (including the brand, colour, measurements, style and material of the Products) (the "Description"). Please note that Colours and appearances of Products and Artwork on computer, tablet or mobile device screens may vary slightly and may not accurately reflect the Products or the Artwork delivered. Any slight variations in the colour of the Products (including slight variations in the colour of Artworks) will not count as a material deviation from the Description. Please also make sure that You are happy with the measurements given on the Website for Products before You place Your order as sizes differ between brands and a problem with the size of Products will not count as a defect or fault unless the Products differ materially from the sizes given in the Description.
2. If You are not happy with the quality of a Product, feel that there is a fault with a Product, or believe that a Product does not materially comply with its Description, please contact Our customer services team on 01803 390214 or by submitting an enquiry on the 'Contact Us' form of the Website. We will inspect the Product and if We accept that there is a default, fault or material variation from the Description We will either replace it or refund the full purchase price for the Product (excluding any delivery charge and Your cost of returning the Products to Us). Your right to a refund or replacement will be conditional on the defect or fault not having been caused by usual wear and tear, deliberately or accidentally, or by Your negligence and that the Product has not been misused, altered or repaired without Our approval and is subject to You returning the Product to Us at the address set out in clause 7.2(b) within a reasonable period.
3. If, on inspecting the Product, We find that there is no defect, fault or material deviation from the Description, Your right to receive a refund is limited to Your legal right to cancel as set out in clause 7.2 (if *applicable*). We will contact You to let You know if this is the case and You will be required to collect the Product or pay for Us to re-deliver the Product.
4. Any refund or replacement under this clause 8 will be issued as soon as possible and in any case within 30 (thirty) days of You returning the Product to Us.
5. Whenever You return a Product to Us because You believe it is faulty, defective or does not comply materially with its Description We ask that You do so either by recorded delivery or courier so that You have proof of posting. We will not be responsible for any Product that is lost or damaged in the post.

1. OUR LIABILITY

1. This clause 9 will apply to business customers only.
Nothing in these Terms will limit or exclude Our liability for:
 1. death or personal injury caused by our negligence;
 2. fraud or fraudulent misrepresentation; or
 3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
2. Neither We nor You will have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
3. Subject to clause 9.1, We will, under no circumstances, be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 1. any loss of profits, sales, business, or revenue;
 2. loss or corruption of data, information or software;
 3. loss of business opportunity;
 4. loss of anticipated savings;
 5. loss of goodwill; or
 6. any indirect or consequential loss.

4. Subject to clause 9.1, Our total liability to You in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount paid under the Contract.
5. Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Products are suitable for Your (or Your business') purposes.
6. You agree that You will not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
7. **You shall fully indemnify Us on demand against any claim, costs, losses (including loss of profit), and expenses (including legal fees) whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise that arise out of Your breach of any of Your obligations under the Contract.**

1. EVENTS OUTSIDE OUR CONTROL

1. We will not be liable to You for any delay or failure in the performance of Our obligations under the Contract to the extent that such delay or failure results from circumstances, acts or events beyond Our reasonable control, including without limitation, traffic, weather, war, terrorism, riots, civil unrest, fire, flood or other acts of God, industrial action, strikes or lock-outs, failure or delay of supplies of power, fuel, transport, equipment or other goods or services for which a substitute is not available (an "Event Outside Of Our Control").
2. If an Event Outside Of Our Control takes place that affects Our ability to perform Our obligations under the Contract, We will contact You as soon as reasonably practicable and Our obligations under the Contract will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Of Our Control.
3. You may cancel a Contract in respect of the Products delayed or not deliverable as a result of an Event Outside Of Our Control which has continued for more than 30 days. To cancel please contact Us. If You opt to cancel, We will refund the price You have paid for the affected Products, including any delivery charges and other charges specified in clause 5.2.

1. VARIATION

Every time We accept an order from You, the Terms in force at the time of You placing Your order will apply to the Contract between You and Us.

OTHER IMPORTANT TERMS

1. We may transfer Our rights and obligations under the Contract to another organisation. You may only transfer Your rights or obligations under the Contract to another person if We agree in writing.
2. The Contract is between You and Us. No other person will have any rights to enforce any of its terms.
3. Each of the clauses of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
4. If We fail to insist that You perform any of Your obligations under the Contract, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply

with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

5. The Contract is governed by the laws of England and Wales. To the extent that You are a business customer, You agree to submit to the exclusive jurisdiction of the courts of England and Wales. To the extent that You are a consumer, You agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. This means that You can bring a claim in Your country of residence and You may be able to apply the law of Your own country to the Contract.

1. INFORMATION ABOUT US

1. We are Clothing Your Way Limited, an English company registered in England and Wales (company number 10243866) at Clothing Your Way Limited, 115 Dartmouth Road, Paignton Devon, TQ4 6NF, and trading from Clothing Your Way Limited, 115 Dartmouth Road, Paignton, Devon TQ4 6NF.
2. You may contact Us by telephone on 01803 390214 at any time between 9:30am and 4:30pm, Monday to Friday, by e-mail to info@clothingyourway.co.uk, or by using the enquiries form on the 'Contact Us' section of the Website. Whilst We hope You will not need to, You can use these contact details if You wish to make a complaint.

PRIVACY POLICY:

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally Identifiable Information' (PII) is being used online. PII, as described in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, phone number or other details to help you with your experience.

When do we collect information?

We collect information from you when you place an order, subscribe to a newsletter, fill out a form, Open a Support Ticket or enter information on our site.

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To improve our website in order to better serve you.
- To allow us to better service you in responding to your customer service requests.
- To quickly process your transactions.
- To follow up with them after correspondence (live chat, email or phone inquiries)

How do we protect your Information?

Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible.

We use regular Malware Scanning.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

Do we use 'cookies'?

We do not use cookies for tracking purposes

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If you turn cookies off .

Third-party disclosure

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information unless we provide users with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. We may also release information when it's release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third-party links

We do not include or offer third-party products or services on our website.

Google

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users.

<https://support.google.com/adwordspolicy/answer/1316548?hl=en>

We use Google AdSense Advertising on our website.

Google, as a third-party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on previous visits to our site and other sites on the Internet. Users may opt-out of the use of the DART cookie by visiting the Google Ad and Content Network privacy policy.

Opting out:

Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add on.

Does our site allow third-party behavioral tracking?

It's also important to note that we do not allow third-party behavioral tracking.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify you via email

- Within 7 business days

We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions
- Process orders and to send information and updates pertaining to orders.

To be in accordance with CANSPAM, we agree to the following:

- Not use false or misleading subjects or email addresses.
- Identify the message as an advertisement in some reasonable way.
- Include the physical address of our business or site headquarters.
- Monitor third-party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly.
- Allow users to unsubscribe by using the link at the bottom of each email.

If at any time you would like to unsubscribe from receiving future emails, you can email us at info@clothingyourway.co.uk and we will promptly remove you from **ALL correspondence.**

Contacting US

If there are any questions regarding this privacy policy, you may contact us using the information below.

www.clothingyourway.co.uk

Clothing Your Way Limited

115 Dartmouth Road, Paignton, Devon TQ4 6NF

United Kingdom

info@clothingyourway.co.uk