

TERMS AND CONDITIONS

These terms and conditions apply to the use of SweetArt Lab Ltd. By accessing this website and/or placing an order, you agree to be bound by these terms and conditions. All sites are operated and maintained by: SweetArt Lab Ltd a company registered in England and Wales. Company registration number: 9515969.

SweetArt Lab Ltd

Unit4 81 Holland Road, London W14 8HL

Customer Services can be contacted by email Hello@TheSweetArtLab.com Office hours: Monday to Friday: 09.00am - 4pm

1. Access

1. You will be able to access many areas of this Website without registering your details with us.

2. Updates

1. We may revise these terms and conditions at any time. Please visit this page from time to time to review the current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. Your continued use of the website means that you accept any new or modified terms. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

3. Ordering

1. You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement via email, detailing the products you have ordered.

2. Your order is an offer to us to purchase from us the product specified in the order. Our acceptance of an order takes place when we dispatch the product. When we dispatch the product the purchase contract will be made even if your payment has not been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

3. We may refuse to accept an order:

1. where we cannot obtain authorisation for your payment;
2. if there has been a pricing or product description error;
3. if you do not meet any eligibility criteria set out in our terms and conditions.

4. You can pay for your purchases online using most major credit or debit cards, including MasterCard, Visa, Visa Debit, Visa Electron and Maestro.

5. Orders will be delivered within a maximum of 28 days from the date of the order.

4. Pricing

1. The price you pay for any products purchased from the Website is the price displayed on the Website at the time we receive your order, subject to the following exceptions.

2. If we discover an error in the price of goods you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price, or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. While we try to ensure prices on our website are accurate, errors may occur.

3. Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are displayed during the checkout process.

4. All product prices are displayed inclusive of VAT (Value Added Tax) unless specified otherwise.

5. Cancellation and Returns Policy

1. If you wish to cancel your order:

1. you can notify us telephone on 07973304410 before we have dispatched the goods to you; or

2. where goods have already been dispatched to you, you have a statutory right to cancel your contract up to 7 working days starting from the day after delivery.

2. You may cancel your contract and obtain a refund by notifying us in writing by post, fax or email up to 7 working days starting the day after delivery of the products to the address at the top of these conditions. You must keep the goods safe and return the products to us with their original packaging and unused and undamaged at your own cost within 30 days of delivery. If you do not so we may deduct our costs of recovering the products from the amount to be refunded to you.

3. If the product is damaged/faulty or the wrong item and you require a replacement, please return the product in its original packaging, and enclose the supplied Returns Slip giving details of the damage/fault in the box marked 'Comments'. The replacement will be sent free of charge. A refund for the price of posting to us the faulty/damaged/wrong item will be issued.

4. If you want an immediate replacement, please contact on 07973304410 to process a new order. You will be charged for your new order and then refunded on receipt of your original item.

5. If the product is damaged or faulty and you do not wish to retain the product and simply want a refund, return the complete product in its original packaging within 14 days of receipt, and we will process a refund according to your method of payment. A confirmation will be sent to you by post for any refund processed. Please note that customers who have received their order and are not happy with their purchase will need to return their package at their own cost unless the product is faulty or has been sent by us in error.

6. Licence

1. You are permitted to print and download extracts from this Website for your own use on the following basis:

1. no documents or related graphics on this Website are modified in any way;
2. no graphics on this Website are used separately from accompanying text;
3. no video or audio is to be copied or modified in any way;
4. all of our copyright and trade mark notices and this permission notice appear in all copies; and
5. you do not use or exploit any part of this Website for commercial purposes.

2. Unless otherwise stated, the copyright and other intellectual property rights in the software and all material on this Website (including without limitation photographs, graphical images artwork, data compilations, audio and video material) are owned by us or have been licensed for use by us. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 7.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

3. Subject to clause 7.1 no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

4. Any rights not expressly granted in these terms are reserved.

7. Continuity of Service

1. Whilst we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason the Website is unavailable at any time or for any period.

2. Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

3. We do not warrant that the Website, its content or the server that makes it available is error or virus-free or free of other harmful components.

8. Use of Cookies

1. A cookie is a small piece of data that is stored on your computer. It is set by us when you visit the website and can only be accessed and used by us. Each cookie has an expiry date that determines how long the cookie lasts. Cookies do not contain any personally identifying information; when you register, however, the cookie may be combined with personal information that you have given us as a part of registration. We use cookies in several ways to improve our services. Please be aware that we only use cookies when they are absolutely necessary and always ensure that they last only for as long as they are useful.

9. Linking to our Websites

1. Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk. Any dealings between you and such third parties, including payment for and delivery of products and services and any other terms, conditions, warranties or representations, actions or omissions associated with such dealings are solely between you and that third party and you agree not to hold us liable for any loss or damage of any kind incurred as the result of such dealings.

2. If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any pages of this Website, and subject to the following conditions:

1. you do not remove, distort or otherwise alter the size or appearance of the creativity or other logos
2. you do not in any way imply that we are endorsing any products or services other than our own
3. you do not misrepresent your relationship with us nor present any other false, misleading, derogatory or offensive information about us
4. you do not otherwise use any trademarks displayed on this Website without our express written permission
5. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

3. We expressly reserve the right to revoke the right granted in this clause 9.2 for breach of these terms and to take any action we deem appropriate.

4. You shall fully indemnify us for any loss or damage we, or any of our group companies, may suffer or incur as a result of your breach of clause 9.2.

10. Disclaimer

1. While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

2. The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms which, but for these terms and conditions, might have effect in relation to this Website.

11. Liability

1. We promise that for any product that you purchase from us via the Website:
2. we have the right to sell the product to you;
 1. the product will correspond to the description that we have given to you;
 2. the product will be of satisfactory quality; and
 3. the product will be fit for the purpose for which you have bought it if you have notified us of this purpose before purchase and we have not notified you that the product is not fit for that purpose.
3. Subject to clause 11.4, our liability to you will be restricted to the purchase price paid by you for the products plus any postage and packaging.

Except to the extent set out in these terms, we, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing of this Website or your downloading of any material from this Website or any websites linked to this Website.

4. Nothing in these terms and conditions shall affect your rights as a consumer or exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

5. If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

6. You agree to fully indemnify us, defend us and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you or your use of this Website or its use by any other person using your registration details.

12. Governing Law and Jurisdiction

1. These terms and conditions shall be governed by and construed in accordance with English law. Both parties agree to submit to the non-exclusive jurisdiction of the English courts for all purposes in connection with these terms and conditions and our privacy policy.

2. We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

13. Miscellaneous

1. You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

2. If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

3. Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

4. If you breach these terms and conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation in which you breach these conditions.

5. These terms and conditions and our policies referred to in them and your order form are the only terms which apply to your use of the Website and the purchase of products from us via the Website. You acknowledge that you have not entered into this arrangement in reliance on any other statement, warranty or representation made by us or on our behalf.