

## **DANA LEVY BAGS & JEWELLERY DESIGN TERMS & CONDITIONS**

Welcome to the 'Dana Levy Bags & Jewellery Design' website terms and conditions for use. These terms and conditions apply to the use of this website at [www.danalevy.co.uk](http://www.danalevy.co.uk). By accessing this website and/or placing an order, you agree to be bound by these terms and conditions.

Using this website indicates that you accept these terms regardless of whether or not you choose to order from us. If you do not accept these terms, please do not use this website.

Customer service is a top priority for us at 'Dana Levy Bags & Jewellery Design'. If you have any queries or questions you can contact us at:

**Customer Services Department**  
**Dana Levy Bags & Jewellery Design**  
**PO Box 48588**  
**London**  
**NW4 9DG**  
**United Kingdom**

**Office hours:** Monday – Friday 1000am to 1730pm

**By telephone:** +44 (0)790 543 0010

**By fax:** +44 (0)20 7379 0346

**By email:** [info@danalevy.co.uk](mailto:info@danalevy.co.uk)

### **1. INTRODUCTION**

**1.1** You will be able to access all areas of this website without registering your details with us.

**1.2** We may revise these terms and conditions at any time by updating this posting. You should check this website from time to time to review the then 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 Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this website. 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.

### **2. ORDERING FROM US**

**2.1** 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, detailing the products you have ordered.

**2.2** Our acceptance of an order takes place when we despatch the order. We will send you a despatch confirmation by email. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

**2.3** We may refuse to accept an order:

- (a)** where goods are not available;
- (b)** where we cannot obtain authorisation for your payment;
- (c)** if there has been a pricing or product description error; or
- (d)** if you do not meet any eligibility criteria set out in our terms and conditions.

### **3. DESCRIPTION OF GOODS**

**3.1** 'Dana Levy Bags & Jewellery Design' cannot be held responsible for items which may become discontinued. Fabrics, beads & findings may vary in colour and style to image shown on website.

**3.2** 'Dana Levy Bags & Jewellery Design' reserves the right to alter the design, specification or price of any product supplied, whilst maintaining the overall value.

**3.3** Colours may look different on a computer screen therefore fabric shades and bead colours may vary slightly from the actual product.

**3.4** 'Dana Levy' product ranges have been designed for use by adults. No items are toys and should be kept away from unsupervised children as they can choke on small pieces.

### **4. PRICING**

**4.1** Where we charge separately for packing, carriage and Insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this website.

**4.2** Our prices are reviewed periodically and any necessary changes are made without prior notice.

## **5. CANCELLATION & RETURNS POLICY**

**5.1** If you wish to cancel your order:

(a) you can notify us by email to [info@danalevy.co.uk](mailto:info@danalevy.co.uk), putting CANCEL ORDER & Customer Order Reference Number in the subject heading, before we have dispatched the goods to you; or

(b) where goods have already been dispatched to you, by returning goods to us in accordance with clause 5.2 below.

**5.2** You can return goods you have ordered from us for any reason at any time within **14** days of receipt for a refund (minus the bank charges and P&P costs) or exchange, providing the goods have their original labelling and are in their original packaging. The costs of returning goods to us shall be borne by you.

**5.3** Upon receipt of the goods we will give you a refund of the amount paid (minus the bank charges and P&P costs) or an exchange credit as required within 30 days of receipt of goods.

**5.4** The rights to return the goods to us as referred to in clause 5.3 will not apply in the following circumstances:

(a) in the event that the product has been used, worn or damaged

(b) the items have been discounted or are in the sale

The provisions of this clause 5.4 do not affect your statutory rights.

Please see notice below for full details of our Returns/Exchanges procedure.

## **6. LICENCE**

**6.1** You are permitted to print and download extracts from this website for your own use on the following basis:

(a) no documents or related graphics on this website are modified in any way;

(b) no graphics on this website are used separately from accompanying text; and

(c) any of our copyright and trade mark notices and this permission notice appear in all copies.

**6.2** Unless otherwise stated, the copyright and other intellectual property rights in all material on this website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this website other than in accordance with clause 5.1 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.

**6.3** Subject to clause 6.1, 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.

**6.4** Any rights not expressly granted in these terms are reserved.

## **7. SERVICE ACCESS**

**7.1** While we endeavour to ensure that this website is normally available 24 hours a day, we will not be liable if for any reason this website is unavailable at any time or for any period.

**7.2** 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.

## **8. VISITOR MATERIAL AND CONDUCT**

**8.1** Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

**8.2** You are prohibited from posting or transmitting to or from this Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

**8.3** You may not misuse the website (including, without limitation, by hacking).

**8.4** We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 8.2 or 8.3.

## **9. LINKS TO AND FROM OTHER WEBSITES**

**9.1** 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.

**9.2** 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, the home page of this website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the 'Dana Levy' logo;
- (b) you do not create a frame or any other browser or border environment around this website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information about us;
- (e) you do not otherwise use any 'Dana Levy' trade marks displayed on this website without our express written permission;
- (f) you do not link from a website that is not owned by you; and
- (g) 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.

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.

**9.3** 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**

**10.1** 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.

**10.2** The material on this website is provided 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 (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this website.

## **11. LIABILITY**

**11.1** 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 this website or your downloading of any material from this Website or any websites linked to this website.

**11.2** Nothing in these terms and conditions shall 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.

**11.3** 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.

**11.4** You agree to indemnify us fully, defend 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 the use by any other person using your registration details.

## **12. GOVERNING LAW AND JURISDICTION**

**12.1** These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

**12.2** 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**

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

**13.2** 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.

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

## **PROCEDURE FOR RETURNS & EXCHANGES ON PURCHASES FROM DANA LEVY**

We hope that you will love your purchase or gift from 'Dana Levy Bags & Jewellery Design'. However, if you would like to return or exchange an item, please read our Returns policy below:

We require that you return any new and unused item to us within **14** days (UK and International) of receiving the goods. We are happy to offer a refund or an exchange on new and unused items as long as the items have all their original labelling and are in their original packaging. New and unused means there are no marks on the item, it has not been worn or used, and is returned to us in perfect saleable condition. 'Dana Levy Bags & Jewellery Design' will not accept returns for any non-faulty items that have been worn, washed, and/or tags removed. We strongly advise all customers to check items thoroughly upon delivery before removing any attached tags and before disposing of any original packaging.

There is NO return or exchange on sale items, bespoke orders or anything that is sold at a discounted price.

Please note: 'Dana Levy Bags & Jewellery Design' cannot refund delivery and/or shipping charges on non-faulty items. Please also be aware that international customs duties and sales taxes are not refunded for shipments outside the EU.

If you are returning a non-faulty item because it is unsuitable, we will not refund the postage you incurred when buying and returning the item. If you are returning an item because it is faulty, we will refund the postage paid by you when buying and returning the item.

All items must be returned to the 'Dana Levy Bags & Jewellery Design' head office at the responsibility of the sender. We recommend that you use recorded/registered delivery (with insurance) and obtain proof of postage. 'Dana Levy Bags & Jewellery Design' cannot be held responsible for items lost, delayed or damaged when being returned.

Please note: Returns or exchanges received outside the stated timescale of 14 days will not be accepted, unless previously authorised by the directors of 'Dana Levy Bags & Jewellery Design'.

The 'Dana Levy Bags & Jewellery Design' returns policy does not affect your statutory rights relating to faulty or mis-described goods or your right to cancel orders under the Consumer Protection (Distance Selling) Regulations.

### **EXCHANGES**

In the event of an exchange, items are subject to product availability and the customer will incur any delivery/shipping costs for returning items to be exchanged and for resending the preferred item to you. We can only exchange an item for a different style, or colour depending on our stock availability. If the item you would like to exchange your order for is higher in price than the price of the original order, we will advise on the price difference to pay. Please also note that delivery charges from the original order will be deducted from the credit amount from the original order against the total cost of the preferred item when the exchange is processed.

If you wish to exchange, please email us your required item and we will reserve it for you if the item is in stock. All exchange enquiries can be made by emailing [info@danalevy.co.uk](mailto:info@danalevy.co.uk) putting EXCHANGE & Customer Order Reference Number in the subject heading. Exchanged items can only be dispatched after the returned goods have been received and undergone a quality control check.

### **HOW TO PROCEED WITH YOUR RETURN OR EXCHANGE**

1. Please send a letter with your full contact details including name, address and contact number/email address, and clearly state why you are returning the item(s). Please also state whether you would like to make a return or an exchange and state the exact desired item(s), colour, etc.

Securely wrap and package the item with the completed letter and send to our head office at:  
Customer Services Department  
Dana Levy Bags & Jewellery Design  
PO Box 48588  
London  
NW4 9DG  
United Kingdom

We recommend that you send all items recorded/registered delivery (with insurance) and obtain proof of postage as we cannot take responsibility for packages that we do not ship ourselves.

## **REFUNDS**

Once your package has been returned to us within the stated timescale, we will begin to process your refund request.

Each item will undergo a quality control check and once verified your refund will be made within 30 days. All undamaged, correctly returned items will be credited to the original customer's credit or debit card including sales taxes for all EU country shipments, excluding delivery/shipping charges. As previously stated, international customs duties and sales taxes are non-refundable for shipments outside the EU.

Please note: If we receive your return in a condition which we feel is not fit for exchange or refund, we shall get in touch with you to discuss proceedings. 'Dana Levy Bags & Jewellery Design' reserves the right to refuse an exchange or refund for any item sent back in a condition where the item has been used or damaged. If this is the case, the item will be returned to you. Only items which 'Dana Levy Bags & Jewellery Design' can confirm as new and unused will be eligible for a refund or exchange, and they have reached our returns department within the timescale stated (unless otherwise authorised). 'Dana Levy Bags & Jewellery Design' will not accept any returns or exchanges for any non-faulty items that have been worn, washed, and/or with tags removed.

Faulty items will only be accepted if the goods are delivered to the customer damaged or there is a subsequent manufacturing fault within a period of **2** months after delivery. All items returned as faulty will be inspected and any items deemed subject to fair wear and tear will not be accepted as faulty. Exchanges are possible if the item is available.

## **GIFT RETURNS**

If someone has sent you a special gift from 'Dana Levy Bags & Jewellery Design' but it wasn't quite right, then you can exchange it for a different style or colour, or a refund. Please be aware that any refund will be put onto the original purchaser's credit or debit card, and any shipping costs, taxes and import duties will not be refunded.

## **PRIVACY POLICY**

'Dana Levy Bags & Jewellery Design' is committed to preserving the privacy of all visitors to our website at [www.danalevy.co.uk](http://www.danalevy.co.uk). Please read the following privacy policy to understand how we use and protect the information that you provide to us.

By registering or placing an order on this website, you consent to the collection, use and transfer of your information under the terms of this policy.

## **INFORMATION THAT WE COLLECT FROM YOU**

When you visit, register or order 'Dana Levy Bags & Jewellery Design' products or services from [www.danalevy.co.uk](http://www.danalevy.co.uk) you may be asked to provide certain information about yourself including your name, contact details and credit or debit card information.

We may also collect information about your usage of our website as well as information about you from messages you post to the website and e-mails or letters you send to us.

To maintain customer service standards and to assist staff training, we may record and monitor incoming calls.

## **USE OF YOUR INFORMATION**

Your information will enable us to provide you with access to all parts of our website and to supply the goods or services you have requested. It will also enable us to bill you and to contact you where necessary concerning your orders. We will also use and analyse the information we collect so that we can administer, support, improve and develop our business.

In particular, we may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to the website or our services. Further, where you have consented, we might also use your information to let you know by email about other products and services which we offer which may be of interest to you. If you change your mind about being contacted in the future, please let us know.

## **DISCLOSURE OF YOUR INFORMATION**

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

## **CREDIT/DEBIT CARD INFORMATION**

When you make a purchase from our online store, our secure payment provider, **Paypal**, asks you for your credit/debit card details in order to make the transaction.

The information that **Paypal** asks for is:

- Your card number
- Your card security code (printed on the back of some cards)
- Your card "valid from" date and expiration date
- Your card "issue number" (for certain types of cards only)
- Your name as printed on your card
- Your address

This information is collected securely using 128-bit encryption between your web browser and i-pay's secure server. **We never see your actual card details, apart from the cardholder name, Paypal does not supply us with this information and your credit card details are not stored or held on our website.**

## **COOKIES AND IP ADDRESS**

Our online store uses a browser "cookie" to store your order reference, so that we can display your shopping cart. This cookie does not store any of your personal information.

Our site uses a session "cookie" to record which pages you have visited on our site. This is simply used to gather statistical information on the most popular pages on our site. This cookie does not store any of your personal information.

Our site also records your IP (Internet Protocol) address when you make a purchase. This identifies the computer that you used to make the purchase. This information is used only in the event of fraudulent transactions, in order to verify the computer that was used to make the fraudulent transaction. We do not sell, rent or give out IP address information to any third party.

## **CHANGES TO OUR PRIVACY POLICY**

Any changes to our privacy policy in the future will be posted to the website and, where appropriate, through email notification.

## **CONTACT**

All comments, queries and requests relating to our use of your information are welcomed and should be addressed to [info@danalevy.co.uk](mailto:info@danalevy.co.uk)

**Customer Services Department**  
**Dana Levy Bags & Jewellery Design**  
**PO Box 48588**  
**London**  
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