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## TERMS AND CONDITIONS

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### 1. These terms

- 1.1 These terms and conditions (the “Terms”) relate to any products supplied to you through our website, via telephone, in store, or at a trade exhibition by Fiona McDonald (“Fiona McDonald”, “we” or “us”) to you, the customer (“you”). These Terms together with our invoices and any confirmation email we may provide to you will form the agreement between you and us (“Agreement”).
- 1.2 Please read these Terms carefully to ensure you understand them. By purchasing goods from us you are agreeing to these Terms. If you have any questions about these Terms, please contact us to discuss.
- 1.3 These Terms may be varied by us at any time by posting amended terms and conditions on our website. The Terms which apply to your purchase will be those terms and conditions applicable at the time of the purchase.

### 2. Who we are

- 2.1 We are Fiona McDonald a sole trader established in England and Wales and we own and operate this site. Our address is 323 Fulham Palace Road, London SW6 6TJ. Our registered VAT number is GB756617795.
- 2.2 You can contact us by telephone on +44 (0) 20 7731 3234 or by writing to us at [info@fionamcdonald.com](mailto:info@fionamcdonald.com) or 323 Fulham Palace Road, London, SW6 6TJ.

## TERMS AND CONDITIONS: ANTIQUES

We sell mid-century antique furniture that has been selected and restored by Fiona McDonald.

### 3. Placing an order

- 3.1 You can purchase an Antique product by placing an order in-store, at a trade fair, over the telephone or by email. Please call in-store or visit our website to view the products that are currently available for sale.



- 3.2 Many of our products are unique and as a result, any product that appears on our on the website may no longer be available. Any order you place with us is subject to the availability of the products ordered. We do not guarantee that any product shown on the website will be available at any given time.
- 3.3 We reserve the right to limit the amount of products that you order.
- 3.4 If you call us to make a payment over the phone, you must give authority for payment. We may take payment from you at any time between you placing the order and us accepting your order.
- 3.5 You must pay the full purchase price of an Antique product before we can deliver the goods or make the goods available for collection.
- 3.6 We will confirm acceptance of your order by providing you with a written invoice that confirms your order has been accepted, at which point the contract between us is formed. The contract between us will only be formed when we provide you with this invoice.
- 3.7 The images of the products on our website and other materials are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflect the colour of the products. Your products may vary slightly from those images.
- 3.8 When measuring our products, we make every effort to be as accurate as possible, however the measurements stated on our website and other materials including weights, dimensions and capacities are approximate only.

#### **4. Ordering goods on approval**

- 4.1 Antique products may be ordered on approval. This gives you the opportunity to inspect a product to decide if it is suitable before accepting it for purchase.
- 4.2 Unless otherwise agreed, if a product is ordered on approval, you will have a period of 24 hours from the time the product is delivered to the specified address by us or from the time the product is collected by you (or a third party appointed by you) to decide if you wish to accept the product for purchase.



- 4.3 The ability to order a product on approval will be at our absolute discretion. We may require the full purchase price to be paid to us before we supply the product to you on approval.
- 4.4 You must notify us before the end of the approval period if you do not wish to accept a product ordered on approval. It is your responsibility to return the product to us as soon as possible and you must bear the cost of this return.
- 4.5 If a product becomes damaged during the approval period, for any reason, you will be required to purchase the product. We will not accept the return of any product that has been damaged during the approval period. If you have not already paid for the product, you will be required to pay the full purchase price that was agreed between us prior to the goods being taken on approval.

## 5. Returns and Cancellation

- 5.1 You can cancel or change any of your current orders for an Antique product prior to dispatch and you will obtain a full refund.
- 5.2 If the goods have already been dispatched, you can return an Antique product for any reason within 14 days. The returns period will expire after 14 days, starting on the day on which you take physical possession of the goods.
- 5.3 To exercise your right to return the goods, you must inform us, Fiona McDonald, 323 Fulham Palace Road, London SW6 6TJ, email: [info@fionamcdonald.com](mailto:info@fionamcdonald.com), or telephone: +44 (0) 20 7731 3234, of your decision to return the goods by making a clear statement (e.g. a letter sent by post, an email or a telephone call). You may use the model returns form provided below, but it is not compulsory.
- 5.4 When you are contacting us to exercise your right to return the goods, you must provide us with your name (as displayed on your invoice), your invoice number and the date of purchase.
- 5.5 To meet the returns deadline it is sufficient for you to send your communication concerning your exercise of the right to return before the returns period has expired.



- 5.6 If decide to return the goods within the returns period you are cancelling your contract us. We will reimburse all payments received from you, including the costs of delivery (except for supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 5.7 We may make a deduction from the reimbursement for any loss in value of any goods supplied, if that loss is the result of unnecessary handling by you.
- 5.8 We will make the reimbursement without undue delay and not later than:
- 14 days after the day we receive back from you any goods supplied, or
  - (if earlier), 14 days after the day you provide evidence that you have returned the goods, or
  - if there were no goods supplied, 14 days after the day on which we are informed about your decision to return the goods.
- 5.9 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.  
We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- 5.10 You shall send back the goods without undue delay and in any event not later than 14 days from the day on which you communicate your wish to return the goods. The deadline is met if you send back the goods before the period of 14 days expires.
- 5.11 You will have to bear the direct cost of returning the goods.
- 5.12 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.



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## Cancellation Form

5.13 You can use the following cancellation form

### MODEL CANCELLATION FORM

To: Fiona McDonald of 323 Fulham Palace Road, London SW6 6TJ email: [info@fionamcdonald.com](mailto:info@fionamcdonald.com) telephone: +44 (0) 20 7731 3234

I/We(\*) hereby give notice that I/We(\*) cancel my/our(\*) contract of sale of the following goods(\*)/for the provision of the following service(\*):

Ordered on / received on:

.....

Name of consumer(s):

.....

Address of consumer(s):

.....

Signed (you are only required to sign if returning by post):

.....

Date

.....

(\*) Please delete if not applicable



## 6. Damaged Goods

- 6.1 Under the Consumer Rights Act 2015 any products supplied must be as described, fit for purpose and of satisfactory quality.
- 6.2 If you wish to exercise your legal rights to reject faulty products we request that you notify us within 48 hours of you taking possession of the goods. You will then need to return the product in person, arrange for the product to be delivered to us or arrange for us to collect the product. We will pay the costs of this delivery or collection.

## ***TERMS AND CONDITIONS: FIONA MCDONALD MAKES***

We produce and supply handmade, bespoke products designed and made in accordance with an agreed specification including furniture, seating, mirrors and lighting.

## 7. Placing an Order

- 7.1 You can place an order for a bespoke product by visiting us in-store, at a trade exhibition, by email or by telephone. We will work with you to agree a specification of the product that you would like us to produce and provide you with a quotation for the cost of the product.
- 7.2 Any samples, drawings, illustrations, specifications or quotations that we may produce are produced for the sole purpose of giving an approximate idea of the goods we may supply and the estimated cost. They do not form part of the contract between us and they do not constitute an offer from us.
- 7.3 Once we have agreed on a specification for the product we will send you an invoice requesting a deposit of 50% of the purchase price. This deposit is non-refundable. It is your responsibility to ensure that the terms of your order and any applicable specifications are complete and accurate.
- 7.4 Once we have received your deposit, we will confirm acceptance of your order by providing you with a written confirmation by email that your order has been accepted, at which point the contract between us is formed. The contract between us will only be formed when we provide you with this confirmation email.



- 7.5 It is your responsibility to ensure that the terms of your order and any applicable specifications are complete and accurate.
- 7.6 We reserve the right to change our product's prices at any time without notice. The prices on our quotes and invoices are valid for 30 days.

## **8. Specification and Materials**

- 8.1 The majority of our furniture is hand crafted, and as a consequence, all sizes are offered as a guide only.
- 8.2 There may be occasions when we need to make minor alterations to the design or specification of a product. We cannot accept these minor changes as faults. If the product is for a specific purpose please be sure to let us know before ordering to ensure we do not make any specific changes that could affect its material usage.
- 8.4 To the extent that we are producing a product that is a recreation of a drawing or image provided by you, we will endeavor to be as accurate as possible when producing the product, however we cannot guarantee that we will produce an exact reproduction.
- 8.5 Bespoke products produced by us are created and finished by hand. We can provide you with wood finish samples on request, but please be aware that these are offered as a guide only. Two pieces of wood are never the same and may vary considerably in character, gloss and tone. While we will endeavor to provide you with as close a match as possible, we cannot guarantee an exact match.
- 8.6 We suggest that if you are ordering two or more products that are intended for the same room, you order them together. This will give you the best chance of obtaining two products that are most closely matched in colour and finish.
- 8.7 Information relating to fabric quantities is set out on our website and is available on request. The quantities supplied are for a standard 137 cm wide fabric and are subject to a small fabric repeat. It will be your responsibility, or the responsibility of your supplier, to ensure that you supply the correct fabric and that the fabric is fit for purpose. You must also ensure that the fabric is supplied to us at the requested time, and you must pay the cost of delivering the fabric to us. We will not accept any liability for any flaw, imperfection or defect in a finished product



that has been caused as a result of us using defective materials supplied by you.

- 8.8 Certain materials that we use or that you supply to us are susceptible to damage from even light handling. As all our products are handmade, it is inevitable that we will handle all products. We do not accept responsibility for the condition of these materials when they are used to form part of your product.
- 8.9 All upholstery is done by hand using traditional techniques. If your bespoke product has a fabric element and you have a specific requirement regarding the division or junction of that fabric or if your product has buttoning detail and you have specific requirements about the layout of the buttons, it is important that you notify us of this during the ordering process. We will produce a detailed fabric scheme or technical drawing in line with your requirements, although please note you may be charged an additional cost for this. If you do not notify us of your specific requirements, all upholstery will be made at our discretion.

## 9. Lead Times

- 9.1 When you place an order for a bespoke product we will provide you with an approximate time-frame for when the goods will be available for delivery or collection. Once the goods are ready we will contact you to notify you that they are ready to be delivered and request payment of the balance of the purchase price (if we have not yet received this). Once we have received payment for the products in full, we will provide you with an approximate time-frame for delivery, or arrange for the product to be collected by you.
- 9.2 If our supply of a bespoke product is delayed by an event outside our control then we will notify you as soon as possible and we will take steps to minimise the effect of the delay. Provided we keep you informed of any likely delays, we will not be liable for any costs incurred by you as a result of these delays.

## 10. Your Right to Make Changes

If you wish to change your order for a bespoke product, please contact us to discuss. If we are able to accommodate your request, we will inform you of any increase cost to your order, any change to the lead time or any other relevant information. If





we cannot accommodate your request or the consequences of us making the change are unacceptable to you, you may wish to end the contract.

If you decide to end the contract you will not be entitled to receive a refund of your deposit. If you have paid more than your deposit, we may also deduct such sums from the price you have paid as reasonable compensation for the net costs we have incurred, as a result of performing our obligations under the contract.

## 11. Our Warranty

11.1 We warrant that for a period of six months from the date of delivery of a bespoke product from the Fiona Makes Collection, that product will:

- be free from material defects in design, material and workmanship;
- be of satisfactory quality; and
- be fit for any purpose held out by us.

11.2 Provided that:

- you give us notice in writing within a reasonable time of discovery that some or all of the products do not comply with the warranty set out above;
- we are given a reasonable opportunity to examine the products; and
- you return such products (upon our request) to our place of business at your cost or you arrange for us to collect such products at your cost,

we will either repair the defective products, or refund the price of the defective products in full. The decision to either repair the product or refund the price in full will be at our discretion.

11.3 We will not be liable for the product's failure to comply with the warranty in any of the following events:

- you continue to use the product after giving us notice that the product does not comply with the warranty;
- the defect arose because you failed to follow our oral or written instructions as to the use and maintenance of the products or (if there are none) good trade practice regarding the same;



- the defect arose as a result of us following any drawing, design or specification supplied by the you;
  - you alter or repair the product without our written consent; or
  - the defect arose as a result of fair wear and tear, wilful damage, negligence, abnormal storage or working conditions.
- 11.4 Except as provided in this warranty, we shall have no further liability to you in respect of a product's failure to comply with the warranty set out above.
- 11.5 For the avoidance of doubt, the warranty set out above does not apply to any Antique product or any ex-display product from the Fiona Makes Collection.

## **GENERAL TERMS**

### **12. Wood Movement**

The products supplied by us are made using a range of different types of wood and other materials. Products made from wood will often change in size throughout the year as a result of changes in temperature. This is normal and is caused by the moisture levels contained in the wood. It is your responsibility to ensure the products are stored in the correct conditions. We will not be liable for any changes in the size of our products due to wood movement and this is not covered by our warranty.

### **13. Payment and Prices**

- 13.1 Payment for goods can be made over the phone by credit or debit card or by bank transfer (BACS). We will also accept payment by cheque, however please note we are unable to dispatch any products until your cheque has cleared. Please make your cheque payable to 'Fiona McDonald'.
- 13.2 All payments must be made to us in pounds sterling. If you are paying in a foreign currency, it is your responsibility to ensure that you have applied the correct conversion rate to meet the full purchase price in pounds sterling and that you have covered the cost of any associated bank or foreign currency exchange costs. We will not be responsible for any increase in the price as a result of a fluctuation in



currency exchange rates. Ownership of the products will not pass to you until we have received payment of the full purchase price.

## 14. Risk and Ownership

- 14.1 Ownership of the products will pass to you when we receive full payment of all sums due in respect of the products, including delivery charges.
- 14.2 A product will become your responsibility from the time we deliver the product to the address you gave us or you (or a third party selected by you) collects it from us.

## 15. VAT

- 15.1 We charge VAT on our Antique products in accordance with the VAT Margin Scheme. The price of an Antique product (which includes VAT) will be the price indicated on our invoice. We take all reasonable care to ensure that the price of the product advised to you is correct.
- 15.2 VAT will be charged on all products from the Fiona Makes Collection at the applicable rate at the time you place your order.
- 15.3 If you are based within the European Union you will not be required to pay VAT on any order provided you can produce a valid VAT number and a proof of export to an address within the European Union (if we are not arranging for the products to be delivered for you) within 3 months of the date of purchase.
- 15.4 If you are based outside of the European Union and you are exempt from paying VAT, you must provide us with your shipping documentation as evidence that the products have been delivered to the relevant destination, within 3 months of the date of purchase. If you fail to provide us with this documentation, you will be liable to pay the applicable amount of VAT on your order.

## 16. Access Checks

- 16.1 Before placing your order for any product, it is your responsibility to check and determine your ability to receive the product from us. This includes ensuring the products ordered will pass freely into your room of choice, will fit in the room, can be transported through the door, stairs and hallways and that there are no other



issues that could make delivery more complicated.

- 16.2 Depending on your location, we are available to visit you on-site to conduct an access check to ensure that your chosen products will pass freely into the building and room of choice. We are also available to offer advice on the suitability of the style and materials of our products. Please note there will be an additional charge for any on-site visit that we conduct.

## 17. Delivery

- 17.1 If you are a retail customer based within central London, the cost of delivery of a product is included within the retail price that we have agreed for that product.
- 17.2 The cost of delivery of a product to a retail customer based outside of central London will vary depending on the location and the method of delivery that is required. We will inform you of the cost of delivery before we accept your order.
- 17.3 Any price that we agree with a trade client will not include the cost of delivery. The cost of delivery to a trade client will vary depending on location and the method of delivery that is required. We will inform you of the cost of delivery before we accept your order.
- 17.4 We will provide you with an approximate delivery time when you place your order and we or our delivery partners will contact you again when we are able to specify a date. Whilst we will use reasonable endeavours to deliver the products on the agreed date we will not be liable for any failure to deliver on the stated date or at the stated time.
- 17.5 Our delivery requires a proof of signature and cannot be left for you without this. If you are not in at the specified delivery time, our delivery partner will leave a note informing you of how to rearrange delivery and what (if any) the additional cost of delivery will be.
- 17.6 On delivery, or on collection by you (or a third party appointed by you), we request that you (or your representative) inspects and signs for your order. Your signature is a confirmation that you have inspected your order and that all requested products due for delivery (or collection) as part of that order are present and are in good condition. If you have appointed a third party to inspect the goods on your



behalf, we are not liable for any defects that you may subsequently find that would have been found on a reasonable first inspection.

- 17.7 If you do not collect the products from us as arranged or if, after a failed delivery to you, 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 end the contract with you.
- 17.8 If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 10.00 to 17.30 Monday to Saturday (excluding bank holidays).

## 18. Our Right To End The Contract

- 18.1 We may end the contract to supply a product at any time by writing to you if:
- 18.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
  - 18.1.2 you do not, within a reasonable time of us asking for it, provide us with information or materials that are necessary for us to produce or provide the products, for example, specific details relating to dimensions, colour or materials; or
  - 18.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.
- 18.2 If we end the contract to supply an Antique product or a product from the Fiona Makes Collection we will refund any money you have paid in advance for the products we have not provided but we may deduct or charge you reasonable compensation for the any costs we have or will incur as a result of your breaking the contract.
- 18.3 If we end the contract to supply a bespoke product from the Fiona Makes Collection due to one of the circumstances specified above, you will not be entitled to receive a refund of your deposit. If you have paid more than your deposit, we may also deduct such sums from the price you have paid as reasonable compensation for the net costs we have incurred, as a result of performing our



obligations under the contract.

## 19. Our Liability

- 19.1 Where products are sold under a consumer transaction your rights which you are entitled to as a matter of law under the Consumer Rights Act or other legislation are not affected by any of these Terms.
- 19.2 Any claim by you which is based on any defect in the quality of the products supplied or their failure to correspond with specification must be notified to us as soon as possible from the date of delivery. If you do not notify us accordingly, you will not be entitled to reject the products and we shall have no liability for such defect or failure.
- 19.3 Where any valid claim in respect of any of the products supplied which is based on any defect in the quality or condition or their failure to meet its specification is notified to us in accordance with these Terms, we shall repair or restore the products free of charge or refund to you the price of the product, but we shall have no further liability to you.
- 19.4 We shall not be liable to you by reason of any representation, or any implied warranty, condition or other term or any duty at common law, or under the express terms of these terms or this Agreement, for any consequential loss or damage (whether for lost profit, lost opportunity or lost reputation or otherwise), costs expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, our employees or agents or otherwise) which arise out of or in connection with the supply of products or their use or resale by you, except as expressly provided in these conditions.
- 19.5 Our entire liability under or in connection with these Terms shall not exceed the price of the products supplied, subject to clause 19.6.
- 19.6 Nothing in this paragraph or any other of these Terms will exclude or limit our liability in respect of death or personal injury caused by our negligence.

## 20. General Terms

- 20.1 These Terms and this Agreement will be subject to the laws of England and Wales.



We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

- 20.2 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase products.
- 20.3 You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business where we reasonably believe your rights will not be affected.
- 20.4 If we fail to insist that you perform any of your obligations under these Terms, 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.
- 20.5 We shall not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control.
- 20.6 If you have any queries or wish to make any complaints about us or our products please contact [info@fionamcdonald.com](mailto:info@fionamcdonald.com) or write to us at Fiona McDonald, 323 Fulham Palace Road, London SW6 6TJ.



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## RETURNS & CANCELLATION POLICY

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This policy sets out your right to return antique products purchased from us.

### 1. Right To Cancel Under The Consumer Regulations

- 1.1 We have explained below how you can exercise your right under the Consumer Regulations to cancel your contract with us.
- 1.2 You have a right to return an Antique product within 14 days without giving any reason.
- 1.3 The returns period will expire after 14 days starting on the day on which you take physical possession of the goods.
- 1.4 To exercise your right to return the goods, you must inform us, Fiona McDonald, 323 Fulham Palace Road, London SW6 6TJ, email: [info@fionamcdonald.com](mailto:info@fionamcdonald.com) telephone: +44 (0) 20 7731 3234, of your decision to cancel your contract with us by making a clear statement (e.g. a letter sent by post or email or a telephone call). You may use the model cancellation form provided below, but it is not compulsory.
- 1.5 When you are contacting us to exercise your right to return the goods you must provide us with your name (as displayed on your invoice), your invoice number and the date of purchase.
- 1.6 To meet the returns deadline it is sufficient for you to send your communication concerning your exercise of the right to return before the returns period has expired.

### 2. Effects Of Cancellation

- 2.1 If you decide to return the goods within the returns period you are cancelling your contract with us. If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).





- 2.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 2.3 We will make the reimbursement without undue delay and not later than:
- 2.3.1 14 days after the day we receive back from you any goods supplied, or
- 2.3.2 (if earlier), 14 days after the day you provide evidence that you have returned the goods, or
- 2.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 2.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- 2.5 You shall send back the goods without undue delay and in any event not later than 14 days from the day on which you communicate your wish to return the goods. The deadline is met if you send back the goods before the period of 14 days expires.
- 2.6 You will have to bear the direct cost of returning the goods.
- 2.7 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

### **3. Where You Do Not Have a Right to Cancel**

- 3.1 Bespoke products from the Fiona Makes Collection are items of furniture that are produced in accordance with your personalised specification. As a result, you will not be entitled to cancel a contract for the purchase of a product from the Fiona Makes Collection under the Consumer Regulations unless the products are defective.



#### 4. Cancellation Form

You can use the following cancellation form:

**MODEL CANCELLATION FORM**

To: Fiona McDonald of 323 Fulham Palace Road, London SW6 6TJ email: [info@fionamcdonald.com](mailto:info@fionamcdonald.com)  
[fionamcdonald.com](http://fionamcdonald.com) telephone: +44 (0) 20 7731 3234

I/We(\*) hereby give notice that I/We(\*) cancel my/our(\*) contract of sale of the following goods(\*)/for the provision of the following service(\*):

Ordered on / received on:  
.....

Name of consumer(s):  
.....

Address of consumer(s):  
.....

Signed (you are only required to sign if returning by post):  
.....

Date  
.....

(\*) Please delete if not applicable



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## WEBSITE TERMS OF USE

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### These Terms

- These terms and conditions (“Terms”) govern your use of this website and your relationship with Fiona McDonald (“we”, “us” or “Fiona McDonald”).
- Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms, please do not use this website.
- These Terms apply to your use of the website and relationship with Fiona McDonald generally, whether you purchase goods from us or not. If you purchase goods from us then our terms and conditions of purchase will apply. (The terms and conditions of purchase can be seen here.)
- Please also see our Privacy and Data Protection Policy for information about how we collect and use your personal data.
- We may update these Terms from time to time for legal or regulatory reasons or to allow the proper operation of this website. Any changes will be notified to you via the e-mail address provided by you (if applicable) or via a suitable announcement on this website.
- The changes will apply to the use of this website after we have given notice. If you do not wish to accept the new Terms you should not continue to use this website and its associated services. If you continue to use this website after the date on which the change comes into effect, your use of this website indicates your agreement to be bound by the new Terms.

### Use of this Website

- This website is provided to you for your personal use subject to these Terms. By using this website you agree to be bound by these Terms.
- You are responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms and that they comply with them.

### Intellectual property

- The content of this website is protected by copyright, trade marks, database rights and other intellectual property rights. You may retrieve and display the content of this website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and



any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on this website without our written permission.

- Some of the services we provide on this website may provide content that is protected by copyright, trade marks, database rights and other intellectual property rights owned by third parties. Such intellectual property rights are licensed to us and if you reproduce, modify, copy or distribute any of this content you may be infringing these third party intellectual property rights.
- We do not warrant as to the accuracy of any content that is supplied by a third party and which we can provide to you under licence.

### Availability of this Website

- Although we aim to offer you the best service possible, we make no promise that the services at this website will meet your requirements. We cannot guarantee that the services will be fault-free. If a fault occurs with this website you should report it to us and we will attempt to correct the fault as soon as we reasonably can.
- Your access to this website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can. Access to the website may be restricted whether or not you have registered with us.

### Our liability

- This website may provide content from other internet websites or resources and while we try to ensure that material included on this website is correct, reputable and of high quality, we do not make any warranties or guarantees in relation to that content. If we are informed of any inaccuracies in the material on the website we will attempt to correct the inaccuracies as soon as we reasonably can.
- If we are in breach of these Terms, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you use this website. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.



- Commentary and other materials posted on this website are not intended to amount to advice on which reliance should be placed. We shall not be liable for any losses that may be incurred by you or any visitor to this website or by anyone who may be informed of any of its contents as a result of any reliance placed on such materials.
- Nothing contained in this paragraph shall not limit or affect our liability resulting from any services or products sold through this website being found to be unsafe or if something we do negligently causes death or personal injury.

### **Viruses, hacking and other offences**

- You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.
- By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.
- We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

### **Third Party Websites**

- As a convenience to you, this website includes links to other websites or material which are beyond its control. We are not responsible for content on any website outside this website.



## Advertising and Sponsorship

- Part of this website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this website complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

## International Use

- We make no promise that materials on this website are appropriate or available for use in locations outside the United Kingdom, and accessing this website from territories where its contents are illegal or unlawful is prohibited. If you choose to access this website from locations outside the United Kingdom, you do so at your own initiative and are responsible for compliance with local laws.
- You shall comply with all foreign and local laws and regulations which apply to your use of our website or our simple randomisation service in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.

## Miscellaneous

- If you feel that any materials appearing on our website are offensive, objectionable or potentially defamatory please contact us by way of our contact page providing full details of the nature of your complaint and the materials to which the complaint relates.
- You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business where we reasonably believe your rights will not be affected.
- If you breach these Terms and we choose to ignore this, we will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
- We shall not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control.



## Applicable Law

- These Terms will be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

## Contact Us

- This website is owned and operated by Fiona McDonald.
- If you have any queries please contact us by email at: [info@fionamcdonald.com](mailto:info@fionamcdonald.com) or by telephone on: +44 (0)20 7731 3234.



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## COOKIES POLICY

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Like nearly all websites, our website uses cookies in order to provide you with a more personalised web service. We are unable to operate all of the functionality of the website without using cookies.

A cookie is a text only string of information that we pass to your computer's hard disk through your web browser so that the website can remember who you are.

Cookies cannot be used by themselves to identify you. A cookie will typically contain the name of the domain from which the cookie has come, the 'lifetime' of the cookie, and a value, usually a randomly generated unique number. For more information about cookies, please see [www.allaboutcookies.org](http://www.allaboutcookies.org).

More specifically we use the following cookies which carry out the functions described:

Cookie	Use
_ga	Used by Google Analytics to identify unique users and it expires after 2 years.
_gat	Used by Google Analytics to throttle the request rate and it expires after 10 minutes.
_hjIncludedInSample	Hotjar cookie. This session cookie is set to let Hotjar know whether that visitor is included in the sample which is used to generate funnels. It expires after 365 days.

Under new rules, we are required to obtain your consent to use cookies. If you continue to use the website having had the opportunity to read this policy and our privacy and data protection policy then we assume you are happy for us to use the cookies described above.

The cookies we use are designed to help you get the most from our website but if you do not wish to receive cookies you can easily modify your web browser to refuse cookies, or to notify you when you receive a new cookie. To change your settings for your web browser you will need to go to your advanced preferences. However, you may not be able to use all the interactive features of our website if cookies are disabled, and so in order to enjoy the website to the full, we recommend that you leave them switched on.

For further instructions on how to stop cookies being installed on your browser, please see: [www.allaboutcookies.org/manage-cookies](http://www.allaboutcookies.org/manage-cookies).





F I O N A M C D O N A L D

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## PRIVACY & DATA PROTECTION POLICY

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### 1. General

- 1.1 Fiona McDonald (“Fiona McDonald” “we” or “us”) takes the privacy of your information very seriously. Our Privacy Notice is designed to tell you, the user of our services about our practices regarding the collection, use and disclosure of personal information which may be provided to us via our website, or collected through other means such as an online form, email, telephone communication, in store, or at a trade exhibition.
- 1.2 This notice applies to personal data provided by our business customers, consumers, or third parties (such as interior designers), or individuals affiliated with our customers, consumers, or third parties (whether they are a customer for our products or otherwise). In this notice “you” refers to any individual whose personal data we hold or process (other than our staff).
- 1.3 In this notice references to the “Site” are references to any website, app or other means by which you provide personal data to us or access our services.
- 1.4 This notice is governed by the EU General Data Protection Regulation (the “GDPR”) from 25 May 2018 and until 25 May 2018 is governed by the Data Protection Act 1998.

### 2. Basis on which we process personal data

- 2.1 Personal data we hold about you will be processed either because:
- 2.1.1 the processing is necessary in pursuit of a “legitimate interest”, a legitimate interest in this context means a valid interest we have or a third party has in processing your personal data which is not overridden by your interests in data privacy and security;
- 2.1.2 you have consented to the processing for the specific purposes described in this notice;
- 2.1.3 the processing is necessary in order for us to comply with our obligations under a contract between you and us.

### **3. Personal data we collect**

- 3.1 We may collect and process the following personal data (information that can be uniquely identified with you) about you:
  - 3.1.1 contact information we collect from you (for example, your name, address, telephone number, email address) (“Contact Information”);
  - 3.1.2 information we collect which relates to orders you have made with us, including the goods, products and services you have ordered, the job specifications, the price of goods, products and services or orders made with us (“Order Information”);
  - 3.1.3 information you provide when you sign-up to our newsletter or ask or agree to receive information relating to our products and services such as your name, telephone number, email address and service or product preferences (“Sign-Up Information”);
  - 3.1.4 information provided relating to payment (“Payment Information”), but please note that credit or debit card information may be supplied directly to a third party payment processor who will process the data in accordance with their own privacy notices or policies (see clause 7);
  - 3.1.5 a record and details of any correspondence or communication between you and us or relating to any complaint submitted to us (“Communication Information”);
  - 3.1.6 details of your visits to the Site, the resources and pages that you access and any searches you make (“Technical Information”);
  - 3.1.7 replies to any surveys or questionnaires that we may use for research, marketing and business development purposes (“Survey Information”).
- 3.2 We will not collect any sensitive personal data without your prior consent. By sensitive personal data we mean data which falls within certain ‘special categories’ which are defined in the GDPR (e.g. health data) and which require additional protection and consent measures.
- 3.3 Generally we will collect personal data directly, but we may obtain data from third parties from time to time. For instance:
  - 3.3.1 we may licence data from a postcode database in order to ensure efficient shipping;
  - 3.3.2 if a products or services has been ordered with us on your behalf by a third party (such as an interior designer or an employer) we may collect personal information from the individual or organisation who booked the relevant service.
- 3.4 If we do obtain your personal data from a third party your privacy rights under this notice are not affected and you are still able to exercise the rights contained within this notice.

3.5 You do not have to supply any personal information to us but the Site may not be operable without providing data to us. In particular we will not be able to complete an order without collecting some personal data from you.

3.6 You may withdraw our authority to process your personal data (or request that we restrict our processing – see clause 10) at any time but we will be entitled to complete any orders we are then processing and we may need to withhold some personal data for legal or other reasons (see below).

#### **4. Cookies and IP Address**

4.1 A cookie is a piece of data stored locally on your computer and contains information about your activities on the Internet. The information in a cookie does not contain any personally identifiable information you submit to our Site.

4.2 On our Site, we use cookies to track users' progress, allowing us to make improvements based on usage data. We also use cookies if you log in to one of our online services to enable you to remain logged in to that service. A cookie helps you get the best out of the Site and helps us to provide you with a more customised service.

4.3 Once you close your browser, our access to the cookie terminates. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. To change your browse settings you should go to your advanced preferences.

4.4 We are required to obtain your consent to use cookies. We will obtain this consent with a toolbar which appears when you first visit the Site.

4.5 If you choose not to accept the cookies, this will not affect your access to the majority of information available on our Site. However, you will not be able to make full use of our online services.

4.6 We currently use a third party provider called MailChimp to send our newsletters. We will gather statistics around which newsletters get opened and clicked on using industry standard technologies to help us improve the quality and relevance of our newsletters.

4.7 An Internet Protocol (IP) address is a number assigned to your computer by your Internet Service Provider (ISP), so you can access the Internet. We may use your IP address to diagnose problems with our server, report aggregate information, and determine the fastest route for your computer to use in connecting to our Site, and to administer and improve the Site.

**5. How we process your personal data**

5.1 Please see the table below, which sets out the manner in which we will process the different types of personal data we hold:

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
When you contact us to enquire about our products and services	Contact Information	Performance of a contract with you  Necessary for our legitimate interests (to obtain necessary information in order to provide our services)
When we complete an order you have made with us	Login Information Contact Information Order Information Payment Information	Performance of a contract with you  Necessary for our legitimate interests (for running our business and to provide you with products and services requested)
When you seek to cancel or change an order	Contact Information Order Information Payment Information Communication Information	Performance of a contract with you  Necessary for our legitimate interests (for running our business and to provide you with products and services requested and to fulfil our statutory obligations)  Necessary to comply with legal obligation
To manage our relationship with you which will include: (a) notifying you about changes to our terms or privacy notice (b) asking you to leave a review or take a survey (c) when you submit a complaint	Order Information Payment Information Communication Information Technical Information Sign-Up Information Survey Information	Performance of a contract with you  Necessary to comply with a legal obligation  Necessary for our legitimate interests (to keep our records updated and to study how customers use the services we provide)

(d) sending relevant information about our products and services to you.		
To administer and protect our business, including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data	Contact Information Technical Information Survey Information	Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation)  Necessary to comply with a legal obligation
To use data analytics to improve the Site, our products and services, marketing, customer relationships and experiences	Technical Information Communication Information Survey Information Sign-Up Information	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our Site updated and relevant, to develop our business and to inform our marketing strategy)

## 6. Data Retention

6.1 Our current data retention policy is to delete or destroy (to the extent we are able to) the personal data we hold about you in accordance with the following:

<i>Category of personal data</i>	<i>Length of retention</i>
Records relevant for tax purposes	8 years from the end of the tax year to which the records relate
Personal data processed in relation to a contract between you and us	7 years from either the end of the contract or the date you last used our services or placed an order with us, being the length of time following a breach of contract in which a contract party is entitled to make a legal claim
Personal data held on marketing or business development records	3 years from the last date on which you have interacted with us

6.2 For any category of personal data not specifically defined in this notice, and unless otherwise specified by applicable law, the required retention period for any personal data will be deemed to be 7 years from the date of receipt by us of that data or (if later) the end of the relevant contract, arrangement or interaction with that person.

- 6.3 The retention periods stated in this notice can be prolonged or shortened as may be required (for example, in the event that legal proceedings apply to the data or if there is an on-going investigation into the data).
- 6.4 We review the personal data (and the categories of personal data) we are holding on a regular basis to ensure the data we are holding is still relevant to our business and is accurate. If we discover that certain data we are holding is no longer necessary or accurate, we will take reasonable steps to correct or delete this data as may be required.
- 6.5 If you wish to request that data we hold about you is amended or deleted, please see clause 10 below, which explains your privacy rights.

## **7. Sharing your information**

- 7.1 Credit and debit card information will be provided to our payment processing partner. This information will be supplied to our payment processing partner directly, even if you provide the information while on our Site. Our payment processing partner will be the data controller for credit and debit card information.
- 7.2 Our payment processing partner will have their own privacy policies and notices. But we will take steps to ensure that they are compliant with applicable data protection legislation and we will consult with them in relation to maintaining the security of payment information.
- 7.3 We do not disclose any personal data you provide to any third parties other than as follows:
- 7.3.1 as above, we may share your personal information with third parties (such as interior designers), in order for them to provide their services to you;
  - 7.3.2 we may host personal data with third party hosting partners;
  - 7.3.3 we will provide certain personal information to MailChimp, a third party service provider that assists us in managing, storing, sending, collecting and analysing our newsletters;
  - 7.3.4 certain third party suppliers including IT technical support providers, website developers, marketing and business development service providers may have access to personal data (for instance, Digital Ocean hosts our Site, and Binary Foundries Ltd are responsible for server maintenance);
  - 7.3.5 where we carry out research to gain an insight into the use of our services, the results of this research (but not your personal data itself) may be transferred to interested third parties;
  - 7.3.6 if we are under a duty to disclose or share your personal data in order to comply with any legal obligation (for example, if required to do so by a court order or for the purposes of prevention of fraud or other crime);

- 7.3.7 in order to enforce any terms and conditions or agreements for our services that may apply;
  - 7.3.8 we may transfer your personal information to a third party as part of a sale of some or all of our business and assets to any third party or as part of any business restructuring or reorganisation, but we will take steps with the aim of ensuring that your privacy rights continue to be protected;
  - 7.3.9 to protect our rights, property and safety, or the rights, property and safety of our users or any other third parties. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- 7.4 Other than as set out above, we shall not disclose any of your personal information unless you give us permission to do so. If we do supply your personal information to a third party we will take steps to ensure that your privacy rights are protected and that third party complies with the terms of this notice.

## **8. Email and Other Communications**

- 8.1 If you have placed an order for products or services with us we may from time to time contact you about similar products and services. We may also contact you with information about our products and services if you have expressly consented to receive such communications (e.g. by signing up to our newsletter) or if you are a business customer.
- 8.2 When we send email and other electronic communications we will comply with applicable regulations including the Privacy and Electronic Communications Regulations 2003. In particular we will identify the nature of the message and the sender clearly and you will have an opportunity to opt out of receiving any further communications from us.

## **9. Security**

- 9.1 We will take all reasonable steps to ensure that appropriate technical and organisational measures are carried out in order to safeguard the information we collect from you and protect against unlawful access and accidental loss or damage. These measures may include (as necessary):
  - 9.1.1 protecting our servers by both hardware and software firewalls;
  - 9.1.2 locating our data processing storage facilities in secure locations;
  - 9.1.3 encrypting all data stored on our server with an industry standard encryption method that encrypts the data between your computer and our server so that in the event of your network being insecure no data is passed in a format that could easily be deciphered;

- 9.1.4 ensuring that all communication with our servers is encrypted through Secure Sockets Layer (SSL), an industry standard encryption method that encrypts data between your computer and our servers so that in the event of your network being insecure no data is passed in a format that could easily be deciphered;
  - 9.1.5 when necessary, disposing of or deleting your data so it is done so securely;
  - 9.1.6 regularly backing up and encrypting all data we hold.
- 9.2 We will ensure that our employees are aware of their privacy and data security obligations. We will take reasonable steps to ensure that the employees of third parties working on our behalf are aware of their privacy and data security obligations.
- 9.3 This notice and our procedures for handling personal data will be reviewed as necessary.
- 9.4 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to the Site. Once we have received your information, we will use the procedures and security features referred to in this notice to try to prevent unauthorised access.

**10. Your privacy rights**

- 10.1 The GDPR gives you the following rights in respect of personal data we hold about you:

<i>The right to be informed</i>	You have a right to know about our personal data protection and data processing activities, details of which are contained in this notice.
<i>The right of access</i>	You can make what is known as a Subject Access Request (“SAR”) to request information about the personal data we hold about you (free of charge, save for reasonable expenses for repeat requests). If you wish to make a SAR please contact us as described below.
<i>The right to correction</i>	Please inform us if information we hold about you is incomplete or inaccurate in any way and we will update our records as soon as possible, but in any event within one month.  We will take reasonable steps to communicate the change to any third parties to whom we have passed the same information.
<i>The right to erasure (the ‘right to be forgotten’)</i>	Please notify us if you no longer wish us to hold personal data about you (although in practice it is not possible to provide our services without holding your personal data). Unless we have reasonable grounds to refuse the erasure, on receipt of such a



	<p>request we will securely delete the personal data in question within one month. The data may continue to exist in certain backup, but we will take steps to ensure that it will not be accessible.</p> <p>We will communicate the erasure to any third parties to whom we have passed the same information.</p>
<i>The right to restrict processing</i>	You can request that we no longer process your personal data in certain ways, whilst not requiring us to delete the same data.
<i>The right to data portability</i>	You have right to receive copies of personal data we hold about you in a commonly used and easily storable format (please let us know a format which suits you). You may also request that we transfer your personal data directly to third party (where technically possible).
<i>The right to object</i>	Unless we have overriding legitimate grounds for such processing, you may object to us using your personal data if you feel your fundamental rights and freedoms are impacted. You may also object if we use your personal data for direct marketing purposes (including profiling) or for research or statistical purposes. Please notify your objection to us and we will gladly cease such processing, unless we have overriding legitimate grounds.
<i>Rights with respect to automated decision-making and profiling</i>	You have a right not to be subject to automated decision-making (including profiling) when those decisions have a legal (or similarly significant effect) on you. You are not entitled to this right when the automated processing is necessary for us to perform our obligations under a contract with you, it is permitted by law, or if you have given your explicit consent.
<i>Right to withdraw consent</i>	If we are relying on your consent as the basis on which we are processing your personal data, you have the right to withdraw your consent at any time. Even if you have not expressly given your consent to our processing, you also have the right to object (see above).

10.2 All SARs and other requests or notifications in respect of your above rights must be sent to us in writing to Fiona McDonald, 323 Fulham Palace Road, London SW6 6TJ or by email at: [info@fionamcdonald.com](mailto:info@fionamcdonald.com).

10.3 We will endeavour to comply with such requests as soon as possible but in any event we will comply within one month of receipt (unless a longer period of time to respond is reasonable by virtue of the complexity or number of your requests).

## **11. Data Breaches**

11.1 If personal data we hold about you is subject to a breach or unauthorised disclosure or access, we will report this to the Information Commissioner's Office (ICO).

11.2 If a breach is likely to result in a risk to your data rights and freedoms, we will notify you as soon as possible.

## **12. Other websites**

12.1 Our Site may contain links and references to other websites. Please be aware that this notice does not apply to those websites.

12.2 We cannot be responsible for the privacy policies and practices of sites that are not operated by us, even if you access them via the Site. We recommend that you check the policy of each site you visit and contact its owner or operator if you have any concerns or questions.

12.3 In addition, if you came to this Site via a third party site, we cannot be responsible for the privacy policies and practices of the owners or operators of that third party site and recommend that you check the policy of that third party site and contact its owner or operator if you have any concerns or questions.

## **13. Transferring your information outside Europe**

13.1 We will not transfer the personal data of EEA customers in a systematic way outside of the EEA but there may be circumstances in which certain personal information is transferred outside of the EEA, in particular:

13.1.1 If you use our Site while you are outside the EEA, your information may be transferred outside the EEA in order to provide you with our products and services;

13.1.2 We may communicate with individuals or organisations outside of the EEA in providing products and services, those communications may include personal information (such as contact information) for example you may be outside of the EEA when we communicate with you;

13.1.3 From time to time your information may be stored in devices which are used by our staff outside of the EEA (but staff will be subject to our cyber-security policies).

- 13.2 If we transfer your information outside of the EEA, and the third country or international organisation in question has not been deemed by the EU Commission to have adequate data protection laws, we will provide appropriate safeguards and we will be responsible for ensuring your privacy rights continue to be protected as outlined in this notice. If you would like to obtain details of the safeguards we have put in place then please contact us at: to Fiona McDonald, 323 Fulham Palace Road, London SW6 6TJ or by email at: [info@fionamcdonald.com](mailto:info@fionamcdonald.com)
- 13.3 By submitting your personal information to us you agree to the transfer, storing or processing of your information outside the EEA in the manner described above.

#### **14. Notification of changes to the contents of this notice**

We will post details of any changes to our policy on the Site to help ensure you are always aware of the information we collect, how we use it, and in what circumstances, if any, we share it with other parties.

#### **15. Contact us**

If at any time you would like to contact us with your views about our privacy practices, or with any enquiry or complaint relating to your personal information or how it is handled, you can do so via the following address: to Fiona McDonald, 323 Fulham Palace Road, London SW6 6TJ or by email at: [info@fionamcdonald.com](mailto:info@fionamcdonald.com).

If we are unable to resolve any issues you may have or you would like to make a further complaint, you can contact the Information Commissioner's Office by visiting <http://www.ico.org.uk/> for further assistance.