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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 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 (or collection) 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:

- all assembly instructions have been followed;
- if the claim is based on any defect in the quality of the products supplied that is or would be apparent from a reasonable inspection of the goods, or is based on the goods being damaged or their failure to correspond with the specification, you must give us notice in writing within 30 days of the date of delivery (or collection) of the products;
- if the claim is based on any other failure to comply with our warranty, you must give us notice in writing within 7 days of discovery of the defect;
- 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 you;
  - any alterations, additions or repairs carried out by anyone other than our own team;
  - 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).





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## PRIVACY & DATA PROTECTION POLICY

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### General

- Fiona McDonald (“we” or “us”) takes the privacy of your information very seriously. Our privacy and data protection policy (“Privacy Policy”) is designed to tell you about our practices regarding the collection, use and disclosure of information that you may provide via our website, by telephone or in person.
- By using this website or any services we offer, you are consenting to the collection, use, and disclosure of the information you provide in accordance with this Privacy Policy, and you are agreeing to be bound by this Privacy Policy.

### Ways that we collect information

- We may collect and process the following personal information or data (information that can be uniquely identified with you) about you:
  - Certain information required to access the services provided by us, including your name, address, or telephone number;
  - Your e-mail address;
  - Information provided in connection with purchase orders you place via email, by telephone or in person;
  - A record of any correspondence between you and us;
  - Your replies to any surveys or questionnaires that we may use for research purposes;
  - Details of accounting or financial transactions that relate to your purchase orders (this may include information such as your credit card, debit card or bank account details but we do not store this information);
  - Details of your visits to our website and the resources that you access;
  - Information we may require from you when you report a problem with our website.
- We only collect such information when you choose to supply it to us. You do not have to supply any personal information to us but you may not be able to take advantage of all the services we offer without doing so.
- Information is also gathered without you actively providing it, through the use of various technologies and methods such as Internet Protocol (IP) addresses and cookies. These methods do not collect or store personal information.



- TAn IP address is a number assigned to your computer by your Internet Service Provider (ISP), so you can access the internet. It is generally considered to be non-personally identifiable information, because in most cases an IP address can only be traced back to your ISP or the large company or organisation that provides your internet access (such as your employer if you are at work).
- We 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 website, and to administer and improve the website.

## Use and Disclosure

- We may use this information to:
  - ensure that the content of our website is presented in the most effective manner for you and for your computer and customise the website to your preferences;
  - assist in making general improvements to our website;
  - carry out and administer any obligations arising from any agreements entered into between you and us;
  - allow you to participate in features of our website and other services;
  - contact you and notify you about changes to our website or the services we offer (except where you have asked us not to do this);
  - contact you and provide you with information about the products you are about to receive;
  - collect payments from you;
  - analyse how users are making use of our website and for internal marketing and research purposes.
- We do not disclose any information you provide via the website to any third parties except:
  - 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);



- in order to enforce any terms of use that apply to any of our website, or to enforce any other terms and conditions or agreements for our services that may apply;
  - to protect the rights, property, or safety of Fiona McDonald, our website's 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.
- Other than as set out above, we shall not disclose any of your personal information unless you give us permission to do so.

## Cookies

- 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 website.
- On our website, we use cookies to track users' progress through the website, allowing us to make improvements based on usage data. A cookie helps you get the best out of the website and helps us to provide you with a more customised service.
- 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 browser settings you should go to your advanced preferences.
- We are required to obtain your consent to use cookies. If you continue to use the website having seen the notice then we assume you are happy for us to use the cookies described above.
- If you choose not to accept the cookies, this will not affect your access to the majority of information available on our Website. However, you will not be able to make full use of our online services.

## Web Statistics

- We use log files generated by our web servers to analyse website usage and statistics but the files do not identify any personal information. Log file analysis helps us to understand usage patterns on our website and to make improvements to our service.



## Access to and correction of personal information

- We will take all reasonable steps in accordance with our legal obligations to update or correct personally identifiable information in our possession that you submit via this website.
- The Data Protection Act 1998 gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you. If you wish to see details of any personal information that we hold about you please contact us by way of our contact page.
- We take all appropriate steps to protect your personally identifiable information as you transmit your information from your computer to our website and to protect such information for loss, misuse, and unauthorised access, disclosure, alteration, or destruction. We use leading technologies and encryption software to safeguard your data, and operate strict security standards to prevent any unauthorised access to it.

## Other websites

- This website contains links and references to other websites. Please be aware that this Privacy Policy does not apply to those websites.
- We cannot be responsible for the privacy policies and practices of websites that are not operated by us, even if you access them via the website that is operated by us. We recommend that you check the policy of each website you visit and contact its owner or operator if you have any concerns or questions.
- In addition, if you came to this website via a third party website, we cannot be responsible for the privacy policies and practices of the owners or operators of that third party website and recommend that you check the policy of that third party website and contact its owner or operator if you have any concerns or questions.

## Transferring your information outside of Europe

- As part of the services offered to you through our website, the information you provide to us may be transferred to, and stored at, countries outside of the European Union (“EU”). By way of example, this may happen if any of our servers are from time to



time located in a country outside of the EU or one of our service providers is located in a country outside of the EU. We may also share information with other equivalent national bodies, which maybe located in countries worldwide. These countries may not have similar data protection laws to the UK. If we transfer your information outside of the EU in this way, we will take steps with the aim of ensuring that your privacy rights continue to be protected as outlined in this privacy policy.

- If you use our website while you are outside the EU, your information may be transferred outside the EU in order to provide you with those services.
- By submitting your personal information to us you agree to the transfer, storing or processing of your information outside the EU in the manner described above.

### **Notification of changes to our Privacy Policy**

- We will post details of any changes to our Privacy Policy on the website 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.

### **Contact us**

- If at any time you would like to contact us with your views about our privacy practices, or with any enquiry relating to your personal information, you can do so by way emailing us at [info@fionamcdonald.com](mailto:info@fionamcdonald.com) .