

## **Geo Diamond Subscription Terms and Conditions**

Last updated: 22nd January 2019

By clicking the 'Accept' button you agree to these terms and conditions. By completing and submitting the following electronic order form you are making an offer to purchase goods which, if accepted by us, will result in a binding contract. Proceeding to the payment page for the Geo Diamond Subscription relies upon acceptance of the Terms and Conditions. Please take the time to read through the terms and conditions below. If you have any questions, or need further clarification, please contact me via [admin@naomialice.co.uk](mailto:admin@naomialice.co.uk)

Following acceptance of your order, failure to adhere to the Terms and Conditions could result in legal action in accordance with UK laws.

### **1. General:**

- A. Your access to, and use of, the website and the Geo Diamond Subscription (collectively called 'the Services') is conditioned on your acceptance of, and compliance with, these Terms. These Terms apply to all visitors, users and others who access or use the Services.
- B. By accessing or using the Services you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Services.

### **2. Who we are:**

I am Naomi Clarke, a sole-trader located in Bristol, UK, who operates under the name 'naomialice'. I can be contacted via email at [admin@naomialice.co.uk](mailto:admin@naomialice.co.uk)

### **3. Intellectual property:**

The Services and its original content, features and functionality are, and will remain, the exclusive property of Naomi Clarke.

You may not copy, reproduce or share any content associated with the Services without express permission from Naomi Clarke.

### **4. Using the Services:**

You agree to use the website, the subscription and all related services in a lawful manner which does not infringe the rights of others.

## **5. Your responsibilities**

- A. You agree to provide truthful and correct information (your name, your address, your email address, your phone number and other information). Providing false information is not permitted and will be considered a breach of contract. Providing false information will result in your use of the Services being denied. You are responsible for covering the cost of any losses or damages for naomialice that arise from providing false information.
- B. You must use the Services in a manner which is legally compliant with all applicable international and local laws and which does not infringe on the rights of others.
- C. In order to agree the Terms and Conditions you must be above 16 years of age and thus able to enter into a legal contract.

### **Terms of sale:**

- A. By placing an order you are agreeing to the time period of the Services of which you have selected.  
  
Should you choose to end your subscription sooner than the time period you selected, we (naomialice) reserve the right to charge the remaining cost (excluding postage) to your credit/debit card.
- B. By placing an order you are agreeing to periodical emails for the duration of your subscription plus 2 months after your subscription has ended. If you wish to be taken off of the newsletter emails then please let me know by contacting [admin@naomialice.co.uk](mailto:admin@naomialice.co.uk).
- C. 7 full working days notice must be given for cancellation of a subscription before orders are posted on the 2<sup>nd</sup> of each month.
- D. The items for sale include the paper pieces and instructions (for month 1) and the paper pieces (for following months). The price does not include fabric.
- E. The payment options are:
  - a one month rolling subscription (£10 per month plus postage and packaging),
  - a three month subscription (£28.50 paid upfront plus 3 months postage and packaging),

- a six month subscription (£54.00 paid upfront plus 6 months postage and packaging),
  - a 12 month subscription with a free FQ (£102 paid upfront plus 12 months postage and packaging).
  - Postage and packaging costs £2 per month (UK), £4.45 per month (Europe), £5.75 per month (Rest of World).
- F. Postage and packaging refers to UK 2<sup>nd</sup> class mail via Royal Mail. All other postage is via Royal Mail International Standard. Proof of postage will be received for each item.
- G. Buyers are responsible for any customs and import taxes that may apply. We are not responsible for delays due to customs.
- H. Starting from 1<sup>st</sup> March 2019, all orders will be posted on the 2<sup>nd</sup> of the month. If orders are placed on 2<sup>nd</sup> of the month, they will be sent out on the 2<sup>nd</sup> of the next calendar month. Where the 2<sup>nd</sup> of the month falls on a Sunday, the order will be sent the next working day (Monday).
- I. naomialice reserves the right to cancel an order before it has been posted and the money will be refunded to the customer.
- J. If you have made a mistake in your order you can contact me via email at [admin@naomialice.co.uk](mailto:admin@naomialice.co.uk) and we will attempt to rectify this.
- K. We are not responsible for any postage delays that arise due to postal errors, acts of God, war, wrong customer information, Government restrictions.
- L. The prices of services will be specified at the time you place your order. We reserve the right to adjust the price in accordance with supplier's prices, new taxes or duties, or error. We will contact you to inform you of the correct price. You have 7 working days to cancel your order if you do not agree to the new price.

**Right to cancel:**

- A. You can cancel your order 7 working days before an order has been dispatched on the 2<sup>nd</sup> of each month. To cancel your order please contact us [admin@naomialice.co.uk](mailto:admin@naomialice.co.uk)
- B. You can cancel your order up to 14 days after delivery. To do so, for a full refund (excluding postage and packaging), the item must not be used,

soiled or damaged. The return postage is at your own cost. To cancel your order and receive a full refund please contact us admin@naomialice.co.uk

- C. Refunds, where applicable, will be provided upon receipt of the returned items so long as the returned items are unused and undamaged.

### **Links To Other Websites:**

- A. Our Service may contain links to third-party web sites or services that are not owned or controlled by naomialice.
- B. naomialice has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that naomialice shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.
- C. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Information about you and your use of naomialice**

- A. We collect information about you in line with our cookie policy and privacy policy. By using the Services you are agreeing to us using this information and you are confirming this information is accurate.
- B. This information will be kept for 18 months from your last usage of the Services and saved on a password-protected device. After 18 months, this information will be deleted. This information will not be shared with third parties.
- C. If you use of the Services breaches laws (internationally or locally) or infringes on the rights of others then the relevant legal authorities will be notified along with your information.

### **Legal**

- A. These Terms shall be governed and construed in accordance with the laws of United Kingdom.
- B. Any dispute that arises will be resolved within the United Kingdom courts.

### **Changes to Terms and Conditions:**

- A. Please regularly check these Terms and Conditions.
- B. These Terms and Conditions can be updated at any point without prior notice.

- C. By continuing to use the Services after changes to the Terms and Conditions you are agreeing to the new Terms and Conditions.

**Disclaimer:**

- A. We make every effort to keep naomialice up to date but we cannot provide guarantees that the information will be current, secure, complete or free from bugs/viruses.
- B. We are not liable for any direct, or indirect, losses or damages that may come from using the Services.