

BUSINESS TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the **Customer** or **you**). We are LUXE LOTTE LIMITED whose trading name is Luxe Lotte Authentication Services a company registered in England and Wales under number 14763110 whose registered office is at 167-169, Great Portland Street, 5th Floor, London, W1W 5PF with email address customercare@luxelotte.co.uk; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
5. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website;
9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
10. **Services** means the services advertised on the Website, including any Goods, of the number and description set out in the Order;
11. **Website** means our website www.luxelotte.co.uk on which the Services are advertised.

Services

12. The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied.
13. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
14. All Services which appear on the Website are subject to availability.
15. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

16. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
17. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

18. We retain and use all information strictly under the Privacy Policy.
19. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

20. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
21. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
22. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract, and before performance begins of any of the Services.
23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 1 day from its date, unless we expressly withdraw it at an earlier time.
24. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
25. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

Fees and Payment

26. The fees (**Fees**) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
27. Fees and charges include VAT at the rate applicable at the time of the Order.
28. You must pay by submitting your Paypal, credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services.

Delivery of Services

29. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:

ad.in the case of Services, within a reasonable time; and

ae.in the case of Goods, without undue delay and, in any event, not more than 30 days after the day on which the Contract

30. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.

31. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:

ad.we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or

ae.after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

32. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

33. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this.

Withdrawal and cancellation

34. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

35. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods and services (with no others) in the following circumstances:

ai. goods that are made to your specifications or are clearly personalised;

aj. goods which are liable to deteriorate or expire rapidly.

Right to cancel

36. Subject as stated in these Terms and Conditions, you can cancel this contract within 1 hour from submitting payment and photographic evidence for services and without giving any reason.

37. The cancellation period will expire after 1 hour.

38. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (to customercare@luxelotte.co.uk). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.

39. You can also electronically fill in and submit the model cancellation form or any other clear statement of the Customer's decision to cancel the Contract on our website www.luxelotte.co.uk . If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (eg by email) without delay.

40. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

41. Refunds can be requested within 1 hour of payment. Authentication and valuation process will commence after this period, therefore no refund will be given after this time period. To cancel your service request, please email customercare@luxelotte.co.uk within 1 hour of payment;

42. Items that we deem authenticity to be inconclusive, you will receive a partial refund of 50% of the service cost. A full analysis will be reported outlining as we believe the report to be inconclusive;

43. Authentications and valuations will be provided within 24 hours business hours Monday-Friday 09:00-17:00 GMT;

44. Refunds are only issued if you do not receive a result within the guaranteed 24 hours turnaround time.

Commencement of Services in the cancellation period

45. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.

Effects of cancellation in the cancellation period

46. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you.

Payment for Services commenced during the cancellation period

47. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Contract. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract. This amount is to be calculated on the basis of the total price agreed in the Contract or, if the total price were to be excessive, on the basis of the market value of the service that has been supplied, calculated by comparing prices for equivalent services supplied by other traders. You will bear no cost for supply of that service, in full or in part, in this cancellation period if that service is not supplied in response to such a request.

Duration, termination and suspension

48. The Contract continues as long as it takes us to perform the Services.

49. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:

awcommits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or

ax.is subject to any step towards its bankruptcy or liquidation.

50. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Successors and our sub-contractors

51. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

52. In the event of any failure by a party because of something beyond its reasonable control:

ba.the party will advise the other party as soon as reasonably practicable; and

bb.the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

Privacy

53. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with

regard to your personal information.

54. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (www.luxelotte.co.uk/privacy-policy)

55. For the purposes of these Terms and Conditions:

bb.'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.

bc.'GDPR' means the UK General Data Protection Regulation.

bd.'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

56. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.

57. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
- b. we will only Process Personal Data for the purposes identified;
- c. we will respect your rights in relation to your Personal Data; and
- d. we will implement technical and organisational measures to ensure your Personal Data is secure.

58. For any enquiries or complaints regarding data privacy, you can e-mail: customercare@luxelotte.co.uk.

Excluding liability

59. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

60. On agreement to LUXE LOTTE LIMITED t/a Luxe Lotte Authentication Services carrying out services, clients agree to our Terms and Conditions to release Charlotte Ashley T/A Luxe Lotte any liability whatsoever, and to defend, indemnify and hold each of Charlotte Ashley T/A Luxe Lotte Authentication Services harmless from and against any loss, damage or claim based upon or resulting from any opinion, in respect to authentication and valuation of handbags, small leather goods, clothing, accessories and jewellery;

61. Charlotte Parr T/A Luxe Lotte Authentication Services will be held harmless for any legal liability that may arise from the use of our services;

Governing law, jurisdiction and complaints

62. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

63. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

64. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

DISCLAIMER

65. LUXE LOTTE LIMITED t/a Luxe Lotte Authentication Services are an independent consultancy service that provides opinions on the authenticity and valuation of luxury products, specialising in handbags. We are not certified by, affiliated, associated, authorised, endorsed by, or in any way connected to any companies and brands mentioned on our website, advertising material or social media pages:

66. All opinions delivered by Charlotte Parr, Director of LUXE LOTTE LIMITED T/A Luxe Lotte Authentication Services are explicitly and expressly provided as opinions based on self authentication training expertise and personal opinions of

are explicitly and expressly provided as opinions based on self authentication training, expertise and personal opinions of luxury goods. Charlotte Parr, Director of LUXE LOTTE LIMITED T/A Luxe Lotte Authentication Services endeavours that their opinions are accurate and takes all necessary steps to ensure our analysis is 99% accurate. Opinions are limited by photographic evidence of goods sent by email to customercare@luxelotte.co.uk to be authenticated and in-person on request and by appointment only. Clients using this service agree that photographs sent to Charlotte Parr T/A Luxe Lotte Authentication Services are genuine and accurate;

67. Email confirmation confirming current market valuation including product description. We will conduct thorough research and advise you of an estimated current market valuation. This service is recommended for clients who would like a general valuation or for insurance purposes.

68. The valuation on the certificate is the current market value if your handbag was to be stolen, lost or damaged. The valuation is replacement value not a price to sell to an established re-seller, commission is taken from re-sellers.

Attribution

67. These terms and conditions were created using a document from [Rocket Lawyer](https://www.rocketlawyer.com/gb/en) (<https://www.rocketlawyer.com/gb/en>).

VALUATION

68. Client receives PDF document via email confirming current market valuation including product description. We will conduct thorough research and advise you of an estimated current market valuation.

69. The valuation on the certificate is the current market value if your handbag was to be stolen, lost or damaged. The valuation is replacement value not a price to sell to an established re-seller, commission is taken from re-sellers.

AUTHENTICATION

70. All opinions delivered by LUXE LOTTE LIMITED T/A Luxe Lotte Authentication Services are explicitly and expressly provided as opinions based on self authentication training, expertise and personal opinions of luxury goods. LUXE LOTTE LIMITED T/A Luxe Lotte Authentication Services endeavours that their opinions are accurate and takes all necessary steps to ensure our analysis is 99% accurate. Opinions are limited by photographic evidence of goods sent by email to customercare@luxelotte.co.uk to be authenticated and in-person on request and by appointment only. Clients using this service agree that photographs sent to Charlotte Parr T/A Luxe Lotte Authentication Services are genuine and accurate;

71. On agreement to LUXE LOTTE LIMITED T/A Luxe Lotte Authentication Services carrying out services, clients agree to our Terms and Conditions to release Charlotte Ashley T/A Luxe Lotte any liability whatsoever, and to defend, indemnify and hold each of Charlotte Ashley T/A Luxe Lotte Authentication Services harmless from and against any loss, damage or claim based upon or resulting from any opinion, in respect to authentication and valuation of handbags, small leather goods, clothing, accessories and jewellery;

72. Charlotte Parr T/A Luxe Lotte Authentication Services will be held harmless for any legal liability that may arise from the use of our services;

73. Authentication opinions, certificate and valuations will be completed and emailed to you within 24 hours of acceptance of services, photographic evidence, and full payment of services;

74. 24-hour guarantee is a guarantee within our business hours of Monday – Friday 09:00-17:00 GMT.

75. We reserve the right to refuse to provide Services to any one for any reason;

76. For services that include a PDF certificate, Charlotte Parr owns the Intellectual Property Rights of the certificate, you agree to not otherwise reproduce, modify, copy, any Content without the written permission of Charlotte Parr.

77. You agree the understanding that our services are an opinion based service

77. You agree the understanding that our services are an opinion-based service.

Model cancellation Form

To Email address: customercare@luxelotte.co.uk

I/We[*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*] [for the supply of the following service [*], Ordered on [*/received on [*]_____ (date received) Name of consumer(s): Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper)

Date

[*] Delete as appropriate.