

BrandAlley

Terms and Conditions

Definitions

In these terms and conditions (updated 7 July 2010):

"BrandAlley", "we", "our" and "us" means BrandAlley UK Limited (Company Number 3885013), whose registered office is at 3 Thomas More Square, London, E98 1XY

"Use" and "you" means any user of the website including any user who makes a purchase through the website (a "Buyer").

References to the term "dispatched": means the point at which an item or goods leave our warehouse and is handed to the courier.

References to the term "dispatch date(s)" means the date when the order is handed by our warehouse to our courier.

Formation of agreement

2.1 An agreement governing your use of the BrandAlley website, all stages of the process and our sale of goods when we receive confirmation of your order is made on the basis of these terms and conditions (this agreement between us is referred to in these terms and conditions as the "Agreement").

2.2 Buyers must be over the age of 18 years old and have full legal capacity.

2.3 Amendment to Terms: BrandAlley reserve the right to modify this Agreement. The terms and conditions in force at the time an order is confirmed will govern any particular order. We will keep a record of terms and conditions and dates of any changes made and we recommend that you print a copy of these terms and conditions by clicking on the "Print" link at the bottom and at the top right corner of the page.

2.4 Dispatch Dates: BrandAlley is a specialist online retailer that offers end of line products including designer and selected brands' clothing, accessories, beauty products, shoes and home ware at discounted prices to registered members. All sales are limited in terms of time and stock and all orders are subject to availability. Due to the nature of our business, we may not have the items in stock. Instead, we would have reserved the items with our supplier for the duration of the sale and only ordered it from our supplier at the end of the sale and therefore we may have to wait to receive items from our suppliers. Consequently, whilst we endeavour to dispatch items within the indicated dates, orders may sometimes take longer and we will advise Buyers of the status where applicable.

2.5 Payment: Payment will be deducted from the Buyer's credit card or Paypal account within four (4) working days of an order being accepted by BrandAlley.

Registration

Before starting to navigate through the BrandAlley website, you have to complete the online registration form to become a registered member of the site. All personal data collected will be used in accordance with our Privacy Policy (see paragraph 24). By registering with the website, you are accepting these terms and conditions for your membership.

Placing an order

4.1 To place an order, you should select the required item and add it to the basket by clicking on 'Add to Bag' link. You can review the selected item(s) at any time by clicking on 'My Basket' link and then continue shopping by clicking on 'Continue Shopping' link. Once you have completed your shopping, please click on the 'Proceed' link. Items will only be held in your basket for 15 minutes before being released back into stock. After 15 minutes, your basket will be automatically emptied. Note that on the BrandAlley website the Buyer can order from different brands whilst paying a single delivery charge.

4.2 Next you will be asked to enter/confirm your personal details, billing and delivery address before moving to "Summary of your order". In "Summary of your order", you will be able to check the information relating to the item(s) ordered, quantity, price and total. Should you need to edit your personal details, please get in touch with our Customer Service team by email (customerserviceteam@brandalley.co.uk) or by phone (between 9:00am and 4:30pm from Monday to Friday on 020 3060 1651). Note that the delivery address for your order can be edited in "My account" section until orders show "Order being prepared" or "Order dispatched".

4.3 Each order constitutes a separate transaction. If you would like to order multiple items for delivery at the same time, you must ensure that all of these appear on the order before you confirm your order. Unfortunately, we can not consolidate delivery charges when more than one order is placed.

4.4 Orders are accepted at our sole discretion provided that the item(s) is(are) available, the order reflects current pricing, you are based in the United Kingdom, the Republic of Ireland or the Channel Islands and that your credit or debit card is authorised for the transaction. In some occasions, sales may not be available to all territories, where applicable this will be stated in the sale. Because of the nature of our business no orders can be accepted or processed after the sale has ended.

4.5 All orders are subject to acceptance and availability. In the event that an item you have ordered is out of stock, we will endeavour to inform you as soon as we are made aware by our supplier. The order relating to the unavailable item will be cancelled and a full refund will be applied. Where the Buyer's order is for multiple items, the rest of the order will remain valid (including all delivery charges) unless the Buyer notifies us. Where the Buyer's order is for that single cancelled item, delivery charges will be refunded in full. Notification will be sent to the Buyer via an email to the address provided at registration, confirming that the Buyer's refund has been processed. It will take a minimum of four (4) working days from receipt of such an email for the refunds to appear in the Buyer's bank account.

4.6 All orders have to be placed through the website. BrandAlley are unable to process any manual payments or orders (e.g. by phone, mail, fax etc). BrandAlley are also unable to amend orders after they have been placed and confirmed through the website. However the Buyer can amend sizes in their order during the same day that the order was placed (until midnight and as long as the order has not been dispatched). In order to amend a size, please click on 'My account' link, then on the reference number of the Buyer's order and then on 'Change size' link. Please be aware that this facility is discretionary and it may sometimes not be available on our website.

4.7 Cancellations: Should you need to cancel an order, please contact BrandAlley's Customer Service team by email or phone. Note that cancellations for your order can only be made until order shows "Order being prepared" or "Order dispatched". Cancelled orders can not be reinstated.

4.8. Restricted Items: It is against the law to sell or supply intoxicating substances, such as alcohol, or to sell any knife, knife blades or razor blades to persons under the age of 18 years of age in the UK, the Republic of Ireland or the Channel Islands. The purchase of items with age restrictions will require proof of age. By placing your order you confirm that you are at least 18 years of age. We may contact you via telephone to verify your age, if we require documentation to support the purchase and we will require a valid identification, such as a driving license, passport or birth certificate to be sent to us. Should we deem that the identification is not valid or identification can not be provided for the purchase we may cancel the order. The courier delivering such order may request identification at the point of delivery to verify the Buyer's age. Where such identification can not be provided or the

courier is not satisfied with the age of the recipient the courier may retain the delivery.

Pricing and Payment

5.1 All items are priced in pounds sterling (GBP) and are exclusive of delivery charges which will be indicated to you during the ordering process.

5.2 We reserve the right to modify our prices at any time but the items will be charged at the rate which was current at the time the order was placed.

5.3 The original recommended retail price (RRP) quoted in the description of an item is the price provided by our supplier as the full selling price of the item when the item was originally in the supplier's distribution network. This price is provided for comparison purposes only.

5.4 Once you have reviewed your order and provided your personal details, you will be invited to check out by clicking on 'Proceed'. Payments will be processed by credit card, debit card or Paypal through a secure payment service operated by Ogone. The Ogone website is secured by SSL encryption (Secure Socket Layer), signed by VERISIGN, an accredited certification service provider, to protect the confidential details provided for payment. At no time will the User's payment details be transferred or stored through BrandAlley's electronic system. Payment will be deducted within four (4) working days of an order being accepted.

5.5 As an added security measure you might be requested to send us within 10 working days a certified proof of ID (e.g. a certified copy of your passport or driving license) as well as proof of address for the past 3 months. In the event that payment cannot be made in accordance with section 5.4, the order will not be processed and will automatically be cancelled.

5.6 All refunds will be made to the card used in the original transaction. To comply with audit standards, the card or account details used for refunding a purchase cannot be amended.

5.7 Should a refund be rejected for any reason by either BrandAlley's bank or the Buyer's bank, BrandAlley's Customer Service team will contact the Buyer to discuss alternative options to make the refund effective.

Acceptance of your order

6.1 Once the payment has been accepted, the contract is formed and the order cannot be edited (except sizes change within conditions stated in paragraph 4.6).

6.2 We will confirm receipt of your order to the email address you provided at the time of registration. It is recommended that you retain that email or print out confirmation of your order.

Acceptance of your order

7.1 Estimates: We will endeavour to dispatch your goods within seven (7) and twenty-eight (28) days of the Order Date. Dispatch dates are an estimate only. If you do not receive your order within 30 days we will contact you to agree a delivery date. BrandAlley will not be held liable in any way for the late delivery of goods that are provided within 30 days of the Order Date or agreed by you to fall outside this period. This does not affect your statutory rights.

7.2 Status: All items will be delivered to the Buyer's registered address or, where requested by the Buyer as part of the order process, to another address selected for that particular order. It is your responsibility to give us the full and correct delivery address details. We are not able to deliver to PO Box numbers and cannot receive amendments to the delivery address once the 'Order being prepared' or 'Order dispatched' is shown for your order in 'My order' section.

7.3 Tracking Item(s): Following the dispatch of the order from our warehouse, the Buyer will receive an email specifying the tracking number and a link to track the parcel on the website of our designated courier. The parcel will usually be delivered between three (3) to five (5) working days of receipt of the email.

Failed Delivery

8.1 If the recipient of the order is not present at the time of delivery, a delivery note will be left stating that the courier will re-attempt delivery the following day. If the recipient does not take delivery the following day, the courier will attempt to leave the order with a neighbour. For items under paragraph 4.8 under no circumstances will the parcel be left with a neighbour. If this is not possible, the parcel will be returned to the courier delivery depot. A delivery note will be left in the recipient's letterbox informing the recipient whether the parcel is with a neighbour or has been returned to the depot. If the parcel has been returned to the courier depot, the recipient will be able to collect it within five (5) working days. Had the parcel not been picked up by the recipient from the depot within five (5) working days, it will automatically be returned to BrandAlley as undeliverable. We are unable to resend packages that are returned to us as undeliverable. In that case, we will refund the Buyer the value of the goods ordered including delivery charges.

8.2 If after five (5) working days following notification of the tracking number, the Buyer has not received the parcel or a delivery note, the Buyer must contact BrandAlley Customer Service team for further investigation.

Failed Delivery

9.1 Note the damage: We take care when shipping orders but we recommend that when the recipient receives their order to carefully check the conformity of the item(s) received. Any delivery problem with the order should be notified to BrandAlley's Customer Service team, within eight (8) working days of receipt. If at the time of delivery the parcel's packaging is damaged, please ensure that the recipient notes it in writing on the "Proof of delivery" note (POD).

9.2 Return the item: Please return to BrandAlley as soon as possible (in accordance with section 10 below) any incorrect or defective item, including "corked" wine. Alcohol purchased from BrandAlley may be returned up to 3 months after its purchase if it is corked or faulty. If the Buyer has ordered alcohol and the bottle is broken on delivery, this must be noted on the "Proof of delivery note" (POD) with the courier so that we can process the Buyer's claim as quickly as possible.

9.3 Refunds: Due to its supply process (see paragraph 2.4), BrandAlley are normally unable to provide replacements for incorrect or defective goods or undertake repairs. Subject to a full investigation by us with our supplier and with the courier, BrandAlley will provide a full refund for a defective, incorrect or missing item (return postal charges will only be refunded where the item has been found to be misdescribed or defective). This does not affect your statutory cancellation rights under paragraphs 10.1 to 10.9 below.

9.4 Investigation: There is no specified period for how long such an investigation may take and this will vary according to the product and the supplier. We will do our best to give you an indication of the estimated investigation time at the start of the process.

Returns policy

10.1 Cancellation Right: You have the right under the Consumer Protection (Distance Selling) Regulations 2000 to cancel your order at any time before delivery of the item(s) or within 7 working days of receipt of the item(s) by following our returns process. You will be refunded the postage charge of your item(s) where the entire order is returned.

10.2 Condition of Items for Returns: The Buyer must return the item(s) in good condition, unused and with their original packaging (including dust bags in the case of handbags). BrandAlley reserves the right to refuse or to reduce a refund on any item that is incomplete, damaged, dirtied or not received (changer taken pour received) in reasonable condition.

10.3 Returns Process: It is the Buyer's responsibility to ensure that the return form is enclosed with the parcel. Should the Buyer fail to enclose the return form, BrandAlley may not be able to refund the items until able to identify the related order. Should the Buyer fail to return their goods to the return address provided, BrandAlley will not be held responsible for any delays to refunds or postage issues.

10.4 Other Returns: Other than for defective products, returns outside the timeframe set out above, may be accepted at the sole discretion of BrandAlley and may be refunded as a credit to be spent online. Any unauthorised returns will be refused.

10.5 Due to the perishable nature of some items, hygiene or safety reasons, the following items are non-returnable and non refundable:

- Food and products containing alcohol, not including wine.
- Personalised/custom made items.

10.6 Hygiene Seals: Due to hygiene or safety reasons, the following items may be returned where the hygiene seal is still in place: cosmetics, beauty products, underwear and swimwear.

10.7 Postage for Returns: We would advise the Buyer to return unwanted items by recorded delivery or by obtaining a proof of postage from the Post Office or by any other means that shows proof of postage of the returned items. For all Freepost or normal deliveries, it is the Buyer's responsibility to ensure that the items are sufficiently insured for claim purposes. No additional charges will be covered by BrandAlley. This does not affect your statutory rights to return faulty or misdescribed goods under paragraph 9.3 above.

10.8 Lost Returns: Should the Buyer's chosen courier fail to deliver or lose their return parcel, it is the Buyer's responsibility to claim compensation from the courier directly. BrandAlley are not liable for any lost return parcels.

10.9 Insurance on Returns: Please note that it is the Buyer's responsibility to choose the most appropriate method for returns with the appropriate insurance. BrandAlley cannot be held responsible for any unforeseen delays e.g strikes, riots, war or act of God (each an "Event" as defined in paragraph 19.1).

Discount Codes and vouchers

11.1 You may occasionally receive promotional discount codes from us, via email or through promotional materials. Discount codes may be based on a minimum spend and will always exclude delivery charges. Offers will expire at 11:00pm on the date stated in the promotion. You may be required to follow a link to an associated website before being eligible for any promotional discount code. BrandAlley are not responsible for any third party web sites. Should the Buyer cancel or return items from an order where a promotional discount code has been used, no refund of this promotional code or equivalent value will be provided.

11.2 You may occasionally receive vouchers from us, e.g. if you successfully recommend a friend. Each voucher is personal to the User receiving it, is not transferable, has no monetary value and under no circumstances can it be converted into currency. Each voucher has an expiry date (maximum 12 months) which cannot be modified. The expiry dates of vouchers can be found on your BrandAlley account (go to "My account" and then "My vouchers" section).

11.3 Discount codes and vouchers cannot be split into smaller values and any remaining amount left on a discount code or voucher after a purchase cannot be retained. Accordingly, the use of a discount code requires the total value of the order (excluding delivery charges) to be equal to or higher than the monetary value of the discount given by the code or the voucher. Some discount codes may specify a minimum spend in order to be used. In this case, the monetary value of the order (excluding delivery charges) has to be equal to, or higher than, the minimum spend specified.

11.4 Under no circumstances can the value of a discount code be deducted from an order if that code is defective or out of date: no replacement codes will be issued.

11.5 To use a discount code in "My shopping basket", you must click on the link "Please enter your discount code here". After having selected the discount code you want to use, click on "Go" link.

11.6 To use a voucher in "My shopping basket", you must select the voucher of choice out of the vouchers offered in "Use the vouchers you own".

11.7 When an order is placed using a discount code or voucher and it contains a number of items, the value of the discount is spread over each item according to the pro-rated value of each item. Any refund of an item bought in such an order will be reduced by the value of discount attached to it.

11.8 Only one discount code can be used per order.

11.9 Only one discount code can be used per household.

Introducing a friend

12.1 Successful and validated referrals of friends by you will entitle both you and your referred friend to a voucher to the value of £10, or such other figure as advised by us from time to time. To receive a voucher for successful and validated referral, you should adhere to the following procedure.

12.2 For a referral to be successful and validated, your "friend" must not already be registered with us and will be required to order from BrandAlley, using the email address you supply. Click the link "£10 off". You will be invited to enter the email address(es) and name(s) of your friend(s) and then to click on the "Send your invites" link. BrandAlley will send an initial email to your friend inviting your friend to become a member of BrandAlley but will not send your friend any further emails without their consent. Please obtain your friend's consent before sending us their details and note that if asked, we will tell your friend who introduced them. Subject to successful registration of your friend (using the same email address you supplied), you and your friend will receive a voucher when your friend's first order is shipped out for delivery.

12.3 Vouchers for introducing a friend will only be valid for one (1) year from the date that the voucher is received.

12.4 We reserve the right not to issue vouchers where we have reasonable grounds to suspect that there is an abuse of the friend referral scheme. Any abuse of vouchers can be stopped by BrandAlley with immediate effect by cancelling all vouchers that a customer has received and cancel any outstanding orders. BrandAlley also reserves the right to refuse orders and to refuse to issue vouchers to members that have, in the past, abused the scheme in some way.

Access to the website and content

13.1 BrandAlley are continually reviewing the items available on the website, so specifications or design changes may be made at any time. We shall use reasonable commercial endeavours to keep the website up to date but information and specifications given are for your information only and might be subject to change without notice.

13.2 We try to ensure that pictures of the items on the website are as accurate as possible, but slight variations in colour and texture between the pictures and the items themselves must be expected.

13.3 We will endeavour to allow uninterrupted access to the website, but access may be suspended, restricted or terminated at any time.

13.4 The BrandAlley website may include links to other websites or material, which are beyond its control. We are not responsible for access to and content on the Internet, or any site other than the BrandAlley website.

Scope of advertisements

The content of the website is directed solely at those that access the site from the United Kingdom, the Republic of Ireland and the Channel Islands. We make no representation or warranty that any items referred to in the website are available or are otherwise suitable for use outside the United Kingdom, the Republic of Ireland and the Channel Islands.

Ownership

15.1 The Buyer will only own the items once they have been successfully delivered and when BrandAlley have received cleared payment for them in full. Until that time, BrandAlley will retain ownership of the items.

15.2 Items supplied are not for re-sale.

Warranty

16.1 We warrant that the items shall meet their specification and shall be free from defects in materials and workmanship at the time of delivery provided that the instructions governing use of the goods have been followed.

16.2 Some items like watches or electricals may have manufacturer's guarantees. The item description on the website will specify if the item is subject to a manufacturer's guarantee and providing that is the case, the item will be accompanied by such guarantee on delivery. If the Buyer has a defective item covered by an applicable and valid guarantee, the Buyer must contact BrandAlley's Customer Service team. The Buyer will be informed of the procedures to be followed in order to obtain a replacement or a refund. The BrandAlley's Customer Service team may ask the Buyer to contact the supplier directly and do its best to provide the Buyer with the contact details of the after-sale service of the supplier. This does not affect your statutory rights to return goods under paragraphs 9.3 or 10.1 above.

Liability

17.1 If you have a valid claim in respect of any of the items which is based on any defect in the quality or condition of the items or their failure to meet specification in accordance with this Agreement, we shall refund to you the price of the items (or a proportionate part of the price) and the delivery charges (where the full order is affected). Due to the nature of the goods supplied by BrandAlley we are normally unable to provide replacements for incorrect or defective goods or undertake repairs.

17.2 We will take all reasonable care to keep your order secure, but in the absence of our sole negligence we cannot be held liable for any loss you may suffer if a third party obtains unauthorised access to any data (including credit and account details) you provide when accessing or ordering from the Website.

17.3 We shall not be liable to you in connection with this Agreement in contract, tort (including negligence) or otherwise for any loss arising out of any Event (as defined in clause 19 below), any internet, network or virus problem, for any loss of profit, anticipated savings or data (in each case whether direct or indirect) and/or any indirect loss.

17.4 BrandAlley's aggregated liability to you in connection with this Agreement shall not include any losses or damage in circumstances where:

- (i) the loss or damage was not caused by any breach on the part of of BrandAlley, or
- (ii) the loss or damage was not reasonably foreseeable as a consequence of a breach or negligence by BrandAlley, or
- (iii) the loss or damage is a business loss or the losses were caused in the course of business, including lost profits or business interruption

17.5 Notwithstanding anything else in these terms and conditions, we accept unlimited liability in respect of death or personal injury caused by our negligence.

Statutory Rights

These terms and conditions do not affect your statutory rights as a consumer.

Matters outside our control

19.1 BrandAlley shall not be liable to the Buyer or in breach of this Agreement for delay or failure to perform if the delay or failure is due to a cause beyond our reasonable control (the "Event").

19.2 We will contact the Buyer within a short time of the Event in order to discuss possible alternatives for the performance of the Agreement. If the Event lasts for more than thirty (30) days, the Buyer's order will be deemed to be cancelled and the Buyer will receive a full refund.

E-mail, user name and password

20.1 E-mails to you shall be to the address you specify to us. It is important that you give us an accurate and valid e-mail address and tell us of any changes to it.

20.2 The user name and password you are issued with before you can order items from us are personal to you and are not transferable. Any breach or suspected breach of security of a user name and password should be notified to us immediately. You will be responsible for any payments due for items ordered through the Website by anyone using your user name and password.

20.3 We guarantee the confidentiality of any data transmitted to us after you have entered your password. You are responsible for the use of your password and maintaining its confidentiality.

20.4 In the event of a forgotten password you can obtain a new one by clicking on the link 'Forgotten

your password'. A new password will be sent to you, to the e-mail address provided by you.

General

221.1 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

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

21.3 If we fail to enforce a right under this Agreement, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.

21.4 A person who is not a party to these terms and conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

Exceptional circumstances

22.1 In exceptional circumstances, we reserve the right to end any Agreement with you, cancel or place on hold any orders and/or to suspend or terminate your access to the BrandAlley website immediately and without notice to you if you breach any of the BrandAlley terms and conditions, you fail to make any payment when due, we suspect that you are about to engage in or have engaged in fraudulent or illegal activity on the website or, if requested to by us, failed to provide us with sufficient information to enable us to verify the accuracy and validity of any information provided to us so as to prevent fraudulent use of the website. If required, you can be requested to send us a certified proof of ID (e.g. a certified copy of your passport or driving license) as well as proof of address for the past 3 months. The order will only be dispatched after we have received and verified these documents. BrandAlley are unable to reinstate any cancelled orders.

22.2 We reserve the right to cancel an order and carry out a refund in the event of not receiving the documents or non-conformity of the documents within 10 days.

22.3 We reserve the right to define the circumstances in which this additional verification might be required.

Contacts

23.1 If you would like to contact BrandAlley's Customer Service team, please email us at: customerservice@brandalley.co.uk or call us between 9:00am and 4:30pm from Monday to Friday on 020 3060 1651.

23.2 The Customer Service team are unable to process any manual orders.

Privacy

24.1 We comply with the principles of the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

24.2 When you give us your personal information, we will offer you the opportunity to opt in to receive information by email from us and will only send it to you if you do opt in or if you are an existing customer and the information relates to similar items or services to those, which you have previously purchased from us. Where you have also agreed, we will pass on your details to carefully selected third parties. When we send you communications by email, we will give you the opportunity to opt out of receiving such communications from us. It is not our normal practice to send out marketing communications by post or telephone but if we do, you will also be able to opt out of receiving such communications from us. However, remember if you opt out of receiving communications from us, particularly by email, this will preclude you from receiving any of our special offers or promotions in future.

24.3 You can inform us at any time if you no longer require marketing communications to be sent by emailing us at customerservice@brandalley.co.uk.

24.4 For full details of our privacy policy see Privacy Policy.

Personal Data

25.1 The personal information you have shared with BrandAlley is compulsory for recording and processing the online purchase, delivery and billing of the orders. This information is strictly confidential. Giving false information will result in the automatic cancellation of the order.

25.2 You have the right to access, to modify, to change or correct your personal information. To exert this right, you can access your personal information online or if you are unable to do so for any technical reasons then you may contact BrandAlley's Customer Service team.

25.3 The only cookies we use in relation to each connection are deleted at the end of each visit to the BrandAlley website.

25.4 Certain pages of the BrandAlley website can sometimes contain electronic images or statistics trackers that make it possible to count the number of visitors to the page. The information obtained is strictly anonymous and simply makes it possible to gather statistics on the frequency of use of certain pages of the website.

Intellectual property

26.1 The copyright of the material contained in the website, together with the website design, text and graphics and their selection and arrangement and all software compilations, underlying source code and software (including applets) belong to us, our subsidiaries or the providers of such information. All rights are reserved. None of this material may be reproduced or redistributed without our written permission.

26.2 You may retrieve and display the content of the 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.

26.3 You may not reproduce, modify, copy, distribute or use for commercial purposes any of the materials or content on the website without written permission from BrandAlley (except as set out in paragraph 26.2).

Governing law

27.1 These terms and conditions shall be governed by and construed in accordance with English law.

27.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit

Le Lab Rules

Le Lab is subject to the BrandAlley terms and conditions and privacy policy, plus the additional rules set out here. The definitions in the BrandAlley terms and conditions also apply to these rules.

Voting Rules

You may only vote once for any Le Lab Designer, but there is no limit to how many Le Lab Designers you may vote for.

Posting Rules

BrandAlley respects its Le Lab members and would ask that they respect each other. In areas of our site where you can express yourself or interact with others, we ask that you stick to what is legal, tasteful and civil. Le Lab is about people who appreciate fashion. We want to engage with you and hear your views and we ask for your participation and vigilance. If you see something on the Website that has been posted by another reader and that you think is inappropriate, please let us know right away via the "Report inappropriate content" link. Our dedicated team of moderators will read your complaints and act if necessary. For more details about our moderation, see the relevant section below. We ask that you do not post any content (including for example, in your Profile) that:

- Is racist, violent, homophobic, sexist, or demeaning to either sex, abusive, sexually explicit, pornographic, of a disturbing nature or that preaches, encourages or incites religious or ethnic hatred or terrorism, or links to websites that promote the same, or contains a link to an adult website;

- Breaks the law, or encourages others to break it;
- Makes defamatory comments about others, or is otherwise abusive or threatening;
- Infringes copyright or other intellectual property rights (including images that you do not own, such as images that you have found on the internet);
- Reveals or solicits another User's personal details, such as their surname, address, contact numbers, email address or other identifying information;
- Uses swear words in order to offend others, or may be deemed rude or mean spirited or attempts to circumvent profanity filters in order to use swear words.
- Promotes commercial products or enterprises or repeatedly posts links to promote other sites and/or services; or
- Is an image of a child under 18 (for further detail please see below);

In addition, we ask that you do not use the Website to carry out any activity prohibited by the Agreement including, by way of example, to:

- harass, threaten or attack anyone or otherwise behave in any way that would cause annoyance or distress to other Users;

- transmit or knowingly receive content and/or language that is in any way unlawful, threatening, offensive, or in breach of any obligations of confidence. This includes the use of swear words and the use of offensive nicknames;
- flood or -spam- or post any other form of unsolicited mass mailing to the Website or to any User who posts content on the Website, including using scripts to perform automated operations;
- provide instructions for illegal or otherwise harmful activities;
- transmit or knowingly receive information relating to (or include links to) pornography, pirated software and/or computer games or other counterfeit goods;
- collect and/or distribute personal data concerning other Users;
- impersonate another person, whether a friend, family member, celebrity, moderator, another User or an employee of any member of the News International Group;
- attempt to commercially gain from use of the Website. This includes the transmission of advertisements and any other attempts to generate business from other Users of the Website;
- post chain letters or pyramid schemes;

In addition the following is prohibited:

1. use of multiple logins for the purpose of disrupting the community or annoying other Users;

2. Content containing languages other than English or French;
3. Use of offensive or inappropriate screen names;
4. Deliberate misuse or spamming of the complaints facility;

We reserve the right to remove from the Website, without notice and at our sole discretion, any content that we consider inappropriate for the Website. We may also ban, block or delete any user accounts if, according to our sole judgement, their owners or Users have infringed the Agreement, any relevant House Rules or are using our service in a manner that we consider inappropriate.

BrandAlley assumes no responsibility for monitoring the Website for inappropriate content or conduct. If at any time BrandAlley chooses, in its sole discretion, to monitor the Website, except as required by law or regulation, BrandAlley nonetheless assumes no responsibility for the content (other than Provider Content), no obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the User submitting any such content.

You are solely responsible for the Content that you post on or through the Website, and any material or information that you transmit to other Users and for your interactions with other Users. BrandAlley does not endorse and has no control over content posted by Users. Any User posted material does not necessarily reflect the opinions or policies of BrandAlley. BrandAlley makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit.

You will be liable for any costs that BrandAlley has to pay as a result of content you have posted, including for copyright infringement for images that you have posted.

Designer Submission Rules

You must be an independent designer, not currently employed by a retail or couture label. Le Lab collections are intended for ready-to-wear. Please do not submit designs for: shoes, hats, watches, jewelry, lingerie, swimwear, gloves, or belts. Your collection must not have previously been made available for general retail outside of small boutique retailing. Generally BrandAlley will only discuss production with you if you have received 2000 votes, and your collection has a combination of at least 15 sample skus & color, although BrandAlley reserves the right in its discretion to start discussions with you earlier.

You must be able to
reserve enough material to produce at least 30 pieces of each sku & color
produce a pattern which meets Le Lab quality standards
have the capacity to produce and deliver goods to the customers with a lead time of less than 15 days (although BrandAlley may be able to provide some production assistance)
produce your collection at a cost price that allows for appropriate retail prices, plus a sufficient margin for Le Lab and yourself.

BrandAlley will not place your collection in the pre-order store until it has signed a production agreement with you, which will set out among other things, the margin you will receive. Your designs must be your own original work. You must have the right to post any images that you put on the site. BrandAlley is under no obligation to make any collection available for sale or pre-order on Le Lab until it has signed a contract with you. BrandAlley can withdraw or cancel sales if you breach the contract or these rules.

Image rules

Please not post offensive or pornographic images. All images will be checked prior to being made available to be viewed on Le Lab. You must have the right to post images on the site. Please do not post images that you do not own, such as images that you've found on the internet. Images also have to comply with our posting rules.

Donations

The GCMC Scheme allows BrandAlley UK to implement a system through which we enable our customers to 'round up' the total purchase price to the nearest £5 and donate this additional sum to the GCMC Benefiting Charities. Payment is taken the same time as the rest of the basket purchase.

Donations made via the GCMC Scheme are non-refundable which for the avoidance of doubt includes donations made in respect of cancelled or returned purchases.

BrandAlley UK will keep Give Change Make Change informed of donations made through the scheme in accordance with the terms of their Agreement with them.

Give Change Make Change will receive donations from BrandAlley customers quarterly from BrandAlley, who will then distribute the donations equally to British Red Cross, Great Ormond Street Hospital Children's Charity, WWF and Cancer Research UK.