
STITCHES COLCHESTER

TERMS AND CONDITIONS OF SALE

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Goods and Bespoke Goods are sold by Us to consumers through this website, www.stitchescolchester.com/ ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Goods and/or Bespoke Goods from Our Site. You will be required to read and accept these Terms of Sale when ordering Goods and/or Bespoke Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Goods and/or Bespoke Goods through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Bespoke Goods"	means goods customised to order, sold by Us through Our Site, which may be fabrics of a specific design and/or cut to a specific size or some other form of customisation;
"Contract"	means a contract for the purchase and sale of Goods, as explained in Clause 8;
"End User Licence Agreement"	means an end user licence agreement that shall be substantially in the form contained in the Schedule to this Agreement;
"Goods"	means goods (that are not customised to order) sold by Us through Our Site, being fabrics and other products that we may decide to sell from time-to-time, as we shall decide;
"Order"	means your order for Goods and/or Bespoke Goods;
"Order Confirmation"	means our acceptance and confirmation of your Order;
"Order Number"	means the reference number for your Order; and,
"We/Us/Our"	means STITCHES COLCHESTER LTD , a company registered in England & Wales under Company Registration Number 11856652, whose registered address and main trading address is 6b Sir Isaacs Walk, Colchester, Essex, CO1 1JJ.

2. Information About Us

Our Site, www.stitchescolchester.com/, is owned and operated by **STITCHES COLCHESTER LTD**, a limited company registered in England & Wales under Company Registration Number 11856652, whose registered address and main

trading address is 6b Sir Isaacs Walk, Colchester, Essex, CO1 1JJ.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to [our Website User Policy & Disclaimer](#). Please ensure that you have read them carefully and that you understand them.
- 3.5 In the event We launch a mobile application, the End User Licence Agreement shall apply and must be agreed by You prior to your use of the application.

4. Age Restrictions

- 4.1 Consumers may only purchase Goods and/or Bespoke Goods through Our Site if they are at least 18 years of age.
- 4.2 None of the Goods or Bespoke Goods on Our Site may be purchased by anyone under 18 years of age.

5. Business Customers

These Terms of Sale (‘Terms’) do not apply to customers purchasing Goods and/or Bespoke Goods in the course of business. Business customers should contact Us to request terms prior to placing an order with Us.

6. International Customers

Please note that We usually only deliver within the United Kingdom. We may, at Our discretion, agree to deliver to addresses outside the United Kingdom, but only with Our prior express agreement, which should be sought prior to placing an order with Us.

7. Goods, Pricing and Availability

- 7.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods and Bespoke Goods available from Us correspond to the actual Goods and/or Bespoke Goods that you will receive. Please note, however, the following:
 - 7.1.1 images of Goods and Bespoke Goods are for illustrative purposes only. There may be slight variations between the image of a product and the actual product sold due to differences in computer displays and lighting conditions and, in the case of Bespoke Goods, variations resulting from your specific requirements; and,
 - 7.1.2 images and/or descriptions of packaging are for illustrative purposes only; the actual packaging may vary.

- 7.2 Please refer to Clause 11 below if you receive incorrect Goods and/or Bespoke Goods.
- 7.3 Where appropriate, you may be required to select the required size, design, pattern, colour, or other features or parameters of the Goods and/or Bespoke Goods that you are purchasing.
- 7.4 If you order Bespoke Goods from Us, We will customise them to your specifications and requirements, as detailed in the descriptions accompanying such products on Our Site. When you place an Order for Bespoke Goods, We will provide details of the information required from you.
- 7.5 When placing an Order for Bespoke Goods, please ensure that all information that you provide to Us is correct, accurate, and complete. We cannot accept the return of any Bespoke Goods if that return is due to incorrect information provided by you. Please note that this does not affect your legal rights.
- 7.6 We cannot guarantee that Goods and/or Bespoke Goods will always be available. Stock indications are not provided on Our Site.
- 7.7 Minor changes may, from time-to-time, be made to certain Goods and/or Bespoke Goods between your Order being placed and Us processing that Order and dispatching the Goods and/or Bespoke Goods - for example, to reflect changes in relevant laws and regulatory requirements, or to address particular technical or security issues. Any such changes will not change any of the main characteristics of the Goods or Bespoke Goods and will not normally affect your use of those Goods and/or Bespoke Goods. However, if any change is made that would affect your use of the Goods and/or Bespoke Goods, suitable information will be provided to you.
- 7.8 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time-to-time and as necessary.
- 7.9 All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods and/or Bespoke Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within seven (7) days, We will treat your Order as cancelled and notify you of this in writing.
- 7.10 In the event that the price of Goods and/or Bespoke Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 7.11 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 7.12 Delivery charges are not included in the price of Goods or Bespoke Goods displayed on Our Site. For more information on delivery charges, please refer to our Site. Delivery options and related charges will be presented to you as part of the order process.

8. Orders – How Contracts Are Formed

- 8.1 Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it. In particular, if you are ordering Bespoke Goods, please check the details you have provided carefully as We may not be able to accommodate changes once we have begun customising your Bespoke Goods.
- 8.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the Contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 8.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding Contract between Us and you.
- 8.4 Order Confirmations shall contain the following information:
 - 8.4.1 your Order Number;
 - 8.4.2 confirmation of the Goods and/or Bespoke Goods ordered including full details of the main characteristics of those Goods and/or Bespoke Goods;
 - 8.4.3 fully itemised pricing for the Goods and/or Bespoke Goods ordered including, where appropriate, taxes, delivery and other additional charges; and,
 - 8.4.4 estimated delivery date(s).
- 8.5 We may also include a paper copy of the Order Confirmation with your Goods and/or Bespoke Goods when they are delivered.
- 8.6 In the unlikely event that We do not accept or cannot fulfil your Order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within thirty (30) days.
- 8.7 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Goods and/or Bespoke Goods.

9. Payment

Payment for Goods and/or Bespoke Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process. Your chosen payment method will be charged by our third party payment processor when your Order is confirmed. You may also be required to pay a transaction fee to our third party payment processor, for which you will be liable and responsible.

10. Delivery, Risk and Ownership

- 10.1 All Goods purchased through Our Site will normally be delivered within thirty

(30) calendar days after the date of Our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of Our control, for which see Clause 14). Please note that Bespoke Goods may take longer and that We will normally provide further information during the Order process.

- 10.2 We may also offer a click and collect service from our main trading address. Please refer to our Site for more information.
- 10.3 All deliveries will be made by Royal Mail or our delivery services provider (except that if your delivery address is local to our main trading address, we may undertake delivery ourselves). Delivery dates provided are indicative only.
- 10.4 If We are unable to deliver the Goods and/or Bespoke Goods on the delivery date, the following will apply:
 - 10.4.1 if no one is available at your delivery address to receive the Goods and/or Bespoke Goods and the Goods and/or Bespoke Goods cannot be posted through your letterbox or left in a safe place nominated by you, We will leave a delivery note explaining how to rearrange delivery or where to collect the Goods and/or Bespoke Goods;
 - 10.4.2 if you do not collect the Goods and/or Bespoke Goods or rearrange delivery within fourteen (14) days, We will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery or collection, We will treat the Contract as cancelled and recover the Goods and/or Bespoke Goods. If this happens, in the case of Goods, you will be refunded the purchase price of those Goods themselves, but not the cost of delivery. In the case of Bespoke Goods, no refunds will be given. We may also bill you for any reasonable additional cost that we incur in recovering the Goods and/or Bespoke Goods.
- 10.5 In the unlikely event that We fail to deliver the Goods and/or Bespoke Goods within thirty (30) calendar days of Our Order Confirmation (or as otherwise agreed or specified as under sub-Clause 10.1), and you do not wish to cancel, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then treat the Contract as being at an end.
- 10.6 You may cancel all or part of your Order under sub-Clause 10.5 provided that separating the Goods and/or Bespoke Goods in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Goods and/or Bespoke Goods and their delivery will be refunded to you within thirty (30) calendar days. Please note that if any cancelled Goods and/or Bespoke Goods are delivered to you, you must return them to Us or arrange with Us for their collection. In either case, We will bear the cost of returning the cancelled Goods and/or Bespoke Goods.
- 10.7 Risk in the Goods and/or Bespoke Goods will pass to you on despatch (or on collection, if you decide to make use of our click and collect service, if and when available).
- 10.8 Delivery shall be deemed complete once We have delivered the Goods and/or Bespoke Goods to the address you have provided (or on collection by you, if you use click and collect).
- 10.9 Ownership of the Goods and/or Bespoke Goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
- 10.10 Any refunds due under this Clause 10 will be made using the same payment

method that you used when ordering the Goods and/or Bespoke Goods.

11. Faulty, Damaged or Incorrect Goods

11.1 By law, We must provide goods that are of satisfactory quality, fit for purpose (though we do not warrant that the Goods and/or Bespoke Goods are suitable for any specific purpose), as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods and/or Bespoke Goods, that digital content must also conform. If any Goods and/or Bespoke Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Goods and/or Bespoke Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement. Please note that if Bespoke Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 7.5, you will not be able to return those Bespoke Goods. Otherwise, your available remedies will be as follows:

11.1.1 beginning on the day that you receive the Goods and/or Bespoke Goods (and ownership of them) you have a thirty (30) calendar day right to reject them and to receive a full refund if they do not conform as stated above;

11.1.2 if you do not wish to reject the Goods and/or Bespoke Goods, or if the thirty (30) calendar day rejection period has expired, you may request a replacement. We will bear any associated costs and will provide the replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a replacement is impossible or otherwise disproportionate, We may instead offer you a full refund. If you request a replacement during the thirty (30) calendar day rejection period, that period will be suspended while We provide the replacement and will resume on the day that you receive the replacement Goods and/or Bespoke Goods. If less than seven (7) calendar days remain out of the original period, it will be extended to seven (7) calendar days;

11.1.3 If, after a replacement, the Goods and/or Bespoke Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep them at a reduced price, or to reject them in exchange for a refund;

11.1.4 If you exercise the final right to reject the Goods and/or Bespoke Goods more than six (6) months after you have received them (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods and/or Bespoke Goods;

11.1.5 Within a period of six (6) years after you have received the Goods and/or Bespoke Goods (and ownership of them), if the Goods and/or Bespoke Goods do not last a reasonable length of time, you may be entitled to a partial refund. Please be aware that after six (6) months have passed since you received the Goods and/or Bespoke Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.

- 11.2 Please note that you will not be eligible to claim under this Clause 11 if We informed you of the fault(s), damage or other problems with the Goods and/or Bespoke Goods before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the Goods and/or Bespoke Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods and/or Bespoke Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods and/or Bespoke Goods to Us under this Clause 11 merely because you have changed your mind. Please refer to Clause 12 for more details.
- 11.3 To return Goods and/or Bespoke Goods to Us for any reason under this Clause 11, please contact Us to arrange for a collection and return. We will be fully responsible for the costs of returning Goods and/or Bespoke Goods under this Clause 11 and will reimburse you where appropriate.
- 11.4 Refunds (whether full or partial, including reductions in price) under this Clause 11 will be issued within fourteen (14) calendar days of the day on which We agree that you are entitled to the refund.
- 11.5 Any and all refunds issued under this Clause 11 will include all delivery costs paid by you when the Goods and/or Bespoke Goods were originally purchased.
- 11.6 Refunds under this Clause 11 will be made using the same payment method that you used when making your Order.

12. Cancelling and Returning Goods if You Change Your Mind

- 12.1 If you are a consumer, you may have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason, subject to the exceptions stated below. This period begins once your Order is complete and We have sent you your Order Confirmation, i.e. when the Contract between you and Us is formed. You may also cancel for any reason before We send the Order Confirmation.
- 12.2 If you wish to exercise your right to cancel under this Clause 12, you must inform Us of your decision within the cooling-off period. You may do so in any way you wish. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the contact details provided on the Site, in each case, providing Us with your name, address, email address, telephone number, and Order Number.
- 12.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our products and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 12.4 Please note that Bespoke Goods do not qualify for the fourteen (14) calendar day cooling off period. You may cancel after receiving Bespoke Goods if there is a problem with them, as set out in Clause 11, but you cannot cancel merely because you have changed your mind.
- 12.5 Please ensure that you return Goods to Us no more than fourteen (14) calendar days after the day on which you have informed Us that you wish to cancel under this Clause 12.

- 12.6 You may return Goods to Us in person during Our business hours at the trading address given above, or you may return them by post or another suitable delivery service of your choice, again to the trading address given above. Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause 12. The cost of returning Goods to Us should not normally exceed the cost of having them originally delivered to you if you use the same carrier.
- 12.7 Refunds under this Clause 12 will be issued to you within fourteen (14) calendar days of the day on which We receive the Goods back in a satisfactory condition.
- 12.8 Refunds under this Clause 12 may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. no more than would be permitted in a shop). Please note that if We issue a refund before We have received the Goods and have had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have been handled excessively.
- 12.9 Refunds under this Clause 12 will be made using the same payment method that you used when ordering the Goods.

13. Our Liability to Consumers

- 13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 13.2 We only supply goods for domestic and private use by consumers. We make no warranty or representation that the Goods and/or Bespoke Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 13.3 Nothing in these Terms seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 13.4 Nothing in these Terms seeks to exclude or limit your legal rights as a consumer.

14. Events Outside of Our Control (Force Majeure)

- 14.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

- 14.2.1 we will inform you as soon as is reasonably possible;
- 14.2.2 we will take all reasonable steps to minimise the delay;
- 14.2.3 to the extent that we cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 14.2.4 we will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods and/or Bespoke Goods as necessary;
- 14.2.5 if the event outside of Our control continues for more than fourteen (14) calendar days, We may cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within thirty (30) calendar days of the date on which the Contract is cancelled;
- 14.2.6 If an event outside of Our control occurs and continues for more than thirty (30) calendar days and you wish to cancel the Contract as a result, you may do so in any way you wish, in which case please contact Us directly to cancel, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within thirty (30) calendar days of the date on which the Contract is cancelled.

15. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in [Our Privacy & Cookie Policy](#).

16. Other Important Terms

- 16.1 We may transfer (assign) Our obligations and rights under these Terms (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) your other obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 16.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms.
- 16.4 If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.
- 16.5 No failure or delay by Us in exercising any of Our rights under these Terms means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms means that We will waive any subsequent breach of

the same or any other provision.

- 16.6 We may revise these Terms from time-to-time in response to changes in relevant laws and other regulatory requirements. If We change these Terms as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you will be affected and are not happy with them.

17. Law and Jurisdiction

- 17.1 These Terms, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.
- 17.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales, or Scotland or Northern Ireland, as determined by your residency.
- 17.4 If you are a business, any disputes concerning these Terms, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

SCHEDULE

END USER LICENCE AGREEMENT

IMPORTANT – READ CAREFULLY. YOUR USE OF ANY DOWNLOADABLE SOFTWARE PRODUCTS, FEATURES OR SERVICES AVAILABLE ON OR THROUGH THE STITCHES COLCHESTER WEBSITE IS CONDITIONAL UPON YOUR COMPLIANCE WITH, AND ACCEPTANCE OF, THE FOLLOWING AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT BY CLICKING ON THE ACCEPT BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY STITCHES COLCHESTER AND/OR BY INSTALLING THE APP, YOU ARE ENTERING INTO A LEGALLY-BINDING CONTRACT. YOU WILL NOT BE PERMITTED TO USE THE APP AND THE ASSOCIATED STITCHES COLCHESTER SERVICES UNLESS AND UNTIL YOU ACCEPT THIS AGREEMENT AND ANY OTHER RULES OR POLICIES THAT STITCHES COLCHESTER MAY CREATE AND MAKE AVAILABLE ON ITS WEBSITE FROM TIME-TO-TIME.

You represent and warrant that you are authorised to enter into this Agreement on behalf of yourself and/or the entity that you purport to represent and you agree your registration data is current, complete, and accurate. This Agreement will commence on the date that you complete the installation of the App (the "Effective Date").

1. DEFINITIONS

- 1.1 "Content" means any content, including but not limited to photographs, caricatures, illustrations, designs, icons, articles, text, audio clips and video clips.
- 1.2. "Terms" means [Stitches Colchester Terms and Conditions of Sale](#).
- 1.5 "User" refers to a person or entity that has downloaded the App.
- 1.6 "Website" means the Stitches Colchester website, currently located at www.stitchescolchester.com/.

2. DELIVERY OF THE APP

You will download and install the App from the platform or location as specified by Stitches Colchester. During the term of this Agreement, Stitches Colchester may, in its sole discretion, notify you that it has released an updated version of the App (the "Updated App"). Upon your receipt of such notification, you agree to download the Updated App and to use the Updated App instead of the prior version. Any Updated App will also be considered the "App" for purposes of this Agreement.

3. LICENSE

Stitches Colchester hereby grants to you a royalty-free, nonexclusive, non-transferable internal use license under copyright to use, display, execute, and perform the App during the term of this Agreement for the sole purpose of purchasing products offered by Stitches Colchester. You agree that you will not (a) reproduce, modify, distribute, transfer, disclose, or make available to any third party any portion of the App (or any related user manuals, documentation, screenshots or prints) in any form; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the App; or (c) publish any performance or benchmark tests or analyses relating to the App or the use thereof.

Notwithstanding the foregoing, decompiling the App is permitted to the extent the laws of the jurisdiction where you are located give you the right to do so to obtain information necessary to render the App interoperable with other software; provided, however, that you must first request such information from Stitches Colchester and Stitches Colchester may, in its discretion, either provide such information to you or impose reasonable conditions, including reasonable fees, on such use of the App to ensure that Stitches Colchester's proprietary rights in the App are protected.

4. TITLE

Stitches Colchester shall retain all right, title and interest in the App and in all intellectual property rights therein.

5. TERMINATION

This Agreement and the licenses granted hereunder shall terminate immediately if you breach any term or condition hereof. In the event of a termination of this Agreement, (a) those sections that by their nature are intended by the parties to survive shall survive and continue in effect to the extent necessary to protect the rights of the parties; and, (b) you shall cease all use of the App.

6. DISCLAIMER OF WARRANTIES

YOU ACKNOWLEDGE THAT THE APP PROVIDED MAY CONTAIN BUGS AND ERRORS. THE APP PROVIDED TO YOU "AS IS" AND ANY USE OF THE SOFTWARE IS AT YOUR OWN RISK. TO THE EXTENT LEGALLY PERMITTED UNDER THE APPLICABLE LAW, STITCHES COLCHESTER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. LIMITATION OF LIABILITY

YOU AGREE THAT TO THE EXTENT LEGALLY PERMITTED UNDER THE APPLICABLE LAW, STITCHES COLCHESTER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOU, YOUR CUSTOMERS OR THIRD PARTIES CAUSED BY FAILURE OF THE SOFTWARE TO FUNCTION. IN NO EVENT WILL STITCHES COLCHESTER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, COST OF SUBSTITUTE GOODS, LOST DATA OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE USE OF THE SOFTWARE OR IN CONNECTION WITH ANY OTHER CLAIM ARISING FROM THIS AGREEMENT, EVEN IF STITCHES COLCHESTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF STITCHES COLCHESTER ARISING FROM OR RELATING TO THIS AGREEMENT AND THE APP, REGARDLESS OF THE FORM OF ACTION OR CLAIM (E.G., CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD OR OTHER LEGAL THEORY) IS LIMITED TO THE AMOUNTS PAID BY YOU TO STITCHES COLCHESTER DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE STITCHES COLCHESTER'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF STITCHES COLCHESTER OR ITS AGENTS OR EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. CONFIDENTIALITY

Stitches Colchester considers the App and any technical information, evaluation or reports supplied to you to be proprietary, and you agree to treat the App as confidential material in a manner no less protective than you use to protect your own similar assets, but in no event will you use less than reasonable care to protect the App. Except as provided herein, you agree not to permit any third party access to the App, nor to any materials generated by Stitches Colchester or you regarding the App without Stitches Colchester's advance written approval.

9. GENERAL PROVISIONS

9.1 Feedback.

In the event that you provide Company with feedback regarding the use, operation or functionality of the App ("Feedback"), including but not limited to information about operating results, known or suspected bugs, errors or compatibility problems, or desired features, you hereby assign to Stitches Colchester all rights in the Feedback and agree that Stitches Colchester shall have the right to use the Feedback and related information in any manner it deems appropriate.

9.2 Governing Law, Venue and Arbitration.

This Agreement shall be governed by English law, and in the event of dispute, the parties shall submit to the exclusive jurisdiction of the courts of England & Wales.

9.3 Severability; Language.

If any provision of this Agreement is found to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect. The parties of this Agreement have expressly required that the present Agreement be drawn up in the English language.

9.4 No Assignment.

This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Stitches Colchester's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

9.5 Waiver.

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.6 Entire Agreement.

This Agreement including the [Stitches Colchester Terms and Conditions of Sale](#) and the [Privacy & Cookie Policy](#), which are hereby incorporated by reference, is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged (which, in the case of the Stitches Colchester, shall require the signature of a duly authorised officer of Stitches Colchester).

In the event of conflict or inconsistency between this Agreement and the [Stitches Colchester Terms and Conditions of Sale](#) ('Terms'), the Terms shall take precedence.

10. Third Parties.

A third party who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.