Terms & conditions

Thank you for supporting Lana's Basket.

For the purpose of the site, www.lanasbasket.com terms "we", "our" and "us" are used to refer to Lana's Basket. You as browser, buyer, collaborator or contributor are responsible for reading our terms and conditions as outlined below. Upon entering our website, you agree to these policies. With this in mind, if you have any concerns or questions about our terms, conditions or privacy policies, please do not continue to browse our site and contact us before placing an order.

Product information & care

Our cutlery (unless otherwise stated in the item description) is brand new 18/0 (or higher) stainless steel. This makes it hard wearing, dishwasher friendly and suitable for frequent use. Just like you, it will still need a little TLC. Upon arrival, please be sure to wash your cutlery with warm water and washing up liquid. This will remove any residue that might be left behind following the stamping and buffing process. All of our cutlery should be fully dried by hand, using a dry cloth before storing. **Do not** leave your cutlery to drip dry.

Please note: specialist cutlery such as copper, rose gold and gold coloured, and cutlery with wood or plastic (or similar) handles is hand wash only.

All of our work is hand stamped and therefore likely to have natural wobbles, knocks, bumps and slight misalignment of the design, which are to be expected with handmade products (more information on the hand stamping process can be found under the 'about' section of our website). Additionally, the nature of stainless steel (and particularly coloured pieces) means the metal may have some small quirks like small 'dimples', light scratches and, where the design stamps near the edge of a piece, some deformation, which comes as a result of the force required to stamp each letter/design stamp. The impact of the individual stamps printing into the

piece also means that all products will have imprint marks on the reverse of the piece. If you struggle with obsessive compulsive disorder and require a more guaranteed accuracy, or if you suffer from sensory processing issues, we recommend looking into laser engraved cutlery as this may be better suited to you. Should you choose to go down this route, please remember that all designs as shown here on our website, across our social platforms, Etsy and And So To Shop stores, are the intellectual property of Eleanor Seymour and any copies, replications or modifications are strictly forbidden. Breach of these terms from any party, may result in legal action.

We generally stamp our knives on what is commonly known as the reverse side of the blade. This is because most of our cutlery has 'stainless steel' or similar, laser engraved onto the piece. At present, we do not have the tools needed to remove this, and we feel that it interferes with the overall design of the piece. We do however understand that some customers may prefer their knife to be stamped on the 'correct' side. Unless previously discussed before ordering, all knives will be stamped on the reverse (our 'normal') side of the blade. If you are purchasing a custom piece, this will also be stamped on the reverse as standard, which is something the customer understands in placing an order, without stating otherwise.

Unlike our cutlery, the stamping detail on our shoe tags and keyrings is often filled in using black fine tip permanent marker. Over time, this will fade and in purchasing one or more of these items, the customer acknowledges this and accepts that no refunds or exchanges will be offered. You can reapply this yourself using a fine tip Sharpie pen (or similar), leaving to dry for several hours and then removing any excess with a tissue. Permanent marker ink should not be consumed, and as such we do not recommend applying this to our cutlery. Lana's Basket is not responsible for any harm caused from applying ink or any form of colour pigmentation to your cutlery.

Orders

In placing an order with us, you as the buyer confirm that you wish to engage in our terms and conditions. This means that you have read, understood and accepted our policies (including cookies and privacy policies) as stated both here and in the terms of your order.

Any <u>import taxes or customs charges</u> that may apply for the country of residence <u>are the</u>

<u>responsibility of the customer</u>. We highly recommend contacting your local postal provider for further information.

During the checkout process, you will need to provide us with your date of birth. This is because it is illegal to sell sharp objects (e.g. knives, forks) to anyone under the age of 18. Alternatively, you may have someone place an order on your behalf. Upon entering a valid date of birth, (as the buyer or the buyers representative), you are confirming that you are of 18 years or older and accept all responsibility for any potential accident or injury that may occur as a result of any products purchased from Lana's Basket (both online and in person). Your order may be cancelled if you fail to provide a valid date of birth. Lana's Basket is not responsible for any accident or injury that may occur from using our products.

After placing an order, you will receive an email confirmation to inform you that your order has been received.

On rare occasions we may not be able to process your order. These reasons may include:

- Stock availability.
 - e.g. with popular items and/or new releases, our website may be overwhelmed with orders and customers are able to "checkout" with a product that has already been sold.
- If payment cannot be verified or does not clear.
- If the address provided is believed to be incomplete, incorrect or unverified (whether
 it is confirmed to be complete or not).

- A full name is not provided.
- An error with the product price or description is identified.
 e.g. wrong dimensions or product description.
- A continued period of illness, injury or family emergency that prevents us from working.
- No courier service available due to national holidays, changes in courier service, postal strikes, extreme weather conditions or natural disaster (UK and overseas) eg. global pandemic, volcanic activity, forest fires, earthquakes, tsunamis and flooding.

For these reasons, your email confirmation is not a definite guarantee that your order will be fulfilled, and a contract of sale will only come into effect when your order has been dispatched. If one or more of the above occurs, we will of course be in touch to inform you of this and assist to the best of our ability in offering an alternative, or refund. We kindly ask that customers monitor their inbox and junk mail for any correspondence from us.

Lana's Basket reserves the right to cancel your order at any point in the process.

Shipping

All domestic orders are sent via a Royal Mail 2nd Class Signed For service as standard. The advertised delivery time for this service is 3-5 working days.

International orders are sent via Royal Mail Tracked, Royal Mail Signed For or Tracked & Signed For service (depending on availability for your country of residence). The advertised delivery time for these services is approximately 5-10 working days. Working days are Monday - Friday and exclude all national and international bank holidays. Delivery times are approximate and to be used as guidance only. Please do not assume it to be a guaranteed arrival time.

Orders are not considered 'lost' until their tracking status has remained unchanged for at least 4 weeks. After this time, please do not hesitate to get in touch and wherever possible, will be more than happy to assist with a replacement or refund.

Lana's Basket is not responsible for the loss or delay of orders if the customer has provided an incorrect or incomplete shipping address. This includes shipping details that may be associated with your payment method. A full shipping address **must** include a first and second name, and should not include symbols such as emoji's or specialist characters. If a purchase is lost, delayed or returned to us because of missing shipping details, no refunds or replacements will be offered.

Should an order be returned to us due to customer error, we will offer to resend the items however this is at the cost of the customer, and must be via a recorded service. If you choose not to have the goods resent, you may be entitled to a refund, however this will be for the product cost only and excludes any shipping, taxes or customs charges that may have been paid. Please be aware that due to the personalised nature of commissions, no refunds will be given for custom design pieces, and/or postcards purchased that have been written on.

Lanas Basket is not responsible for packages delayed in customs, post that's held up because of the current global pandemic, or as a result of issues within the postal service (i.e., postal strike/national bank holidays (UK and overseas)).

Product advertising, pricing & descriptions

All product descriptions are written to the best of our ability, and highlight the relevant information including (but not limited to) the hand stamped nature of the piece, the materials used, product care, packaging and shipping. Whilst every effort is made to keep our website up to date with accurate dimensions, descriptions, shipping and delivery policies, there will from

time to time be some variation. As such, we do not guarantee the accuracy of the information and are not responsible for any issues that might arise from errors.

We endeavour to capture the colour of each product to the best of our ability. Unfortunately, some factors including (but not limited to) the time of year, time of day, weather, product material/texture and colour can all impact the final image. Additionally, the screen used to view our products (i.e. desktop/phone/tablet) can also alter colours and resolution, and therefore we cannot guarantee your device will give an accurate representation of the colour, texture or size of a product.

Seconds, sale & samples

Seconds are usually current designs that are not suitable for sale at full price for one or more of the following reasons:

- misalignment of design (letters, words, design stamps)
- positioning of design (ie significantly higher or lower than pictured)
- surface flaws (scratches, scuffs and/or small chips/dents/dimples in material)
- double stamping of letters and/or design stamps
- incomplete design stamps (where the stamp has not imprinted deep enough)
- bent handles and/or knife blades
- product size (length/width of item is smaller or longer than average utensil)

The images used to advertise seconds are to represent the design being purchased, and generally are **not an exact image of the piece you will receive** (unless stated otherwise). All seconds will have one or more of the issues stated above. By purchasing one or more of our products advertised as seconds, the customer acknowledges and accepts this.

Sale pieces will usually be as pictured (unless otherwise stated), and generally have more 'severe' quirks. These can be any of the above, and/or restamping over a letter or design stamp to correct the placement of an incorrect letter or design stamp.

Samples are sold as pictured and will have one or more of the quirks listed above. These pieces are where we have trialled a new design but not been completely happy with the outcome. For this reason, they are usually one of a kind and first come first served. We are always more than happy to recreate a sample design, however these will generally be full price and based on the design complexity.

Seconds, sale and sample pieces are not gift wrapped. The discounts applied will generally reflect the severity of the flaws listed above. Please note that due to the vast number of products deemed as seconds, we are not able to provide accurate or individual images of the faults.

Age restriction & associated risks

With mental health and eating disorder recovery at the forefront of our brand ethos, we understand that some of our customers may struggle with self-harm and/or suicide idealation. For this reason, along with UK laws regarding the sale of sharp objects, you must be of 18 years or older in order to purchase from us. Your date of birth is for age verification only. If you are under 18 years, please ask an adult to place your order for you.

Lana's Basket is **not responsible** for any accident or injury that may occur from the purchase of our products. If you or the person you are purchasing for, struggle with thoughts of self-harm or suicide, please consider any risks or triggers that may incur before placing an order with us.

Additionally, Lana's Basket cannot be held accountable for orders placed by anyone under the age of 18. Any accident or injury that may result from providing false information to purchase our products is the sole responsibility of the customer.

Returns policy

All sales are final, however if you have any problems, please get in touch as we may be able to help. Customers are responsible for ensuring they have read and understood the size, design, item description and our terms and conditions. Due to their personalised nature, no refunds or

exchanges will be offered on custom design pieces or commissions. Seconds, sale and samples are sold on the understanding that they will have some damage/error and no refunds or exchanges will be considered.

Copyright & Trademark

Unless otherwise stated, all designs are the intellectual property of Eleanor Seymour and may not be copied, replicated, modified or reproduced in any way. You are not permitted to use this property without prior consent. **Any breach of this may result in legal action.**