Terms and Conditions Ace & Tate E-com B.V. (August 2020)

Download our Terms & Conditions

1. General

1.1. Ace & Tate offers products (such as handcrafted sunglasses, prescription lenses and gift cards) and services (such as Home Try-On,online eye-tests and virtual try-ons), together the "**Products**".

1.2. These Terms and Conditions (including any documents referenced herein and any other special terms and conditions confirmed by us in writing, together the "**T&C's**") apply to all offers of Ace & Tate E-com B.V. and any of its affiliates (together "**Ace & Tate**" or "**we**") and any agreements concluded between Ace & Tate and you, whether online through the website www.aceandtate.com (or any other website we operate, together the "**Website**), in stores or via other (online) sales channels).

1.3. Please read these T&C's carefully before placing an order for any Products on the Website. By placing an order for or by using our Products, you automatically agree to and are bound by these T&C's. If you have any questions, please contact the Customer Service Team before placing an order. Print or save the T&C's for your reference. If you do not agree with the T&C's, please discontinue the use of Website.

2. Orders

2.1. In case the order concerns a purchase, the following is applicable. Once we have confirmed your card authorization for your order and confirmed your order in writing (including by email), an agreement between us is concluded. If you do not receive a confirmation within 24hrs of placing your order, please contact our Customer Service Team. Ace & Tate is not obliged to accept any orders.

2.2. If the Products are no longer available, even after the order has been confirmed, we will let you know. You may then order another Product from our Website or, if you wish, cancel the order. Any payment made will be refunded (see Section 3, Pricing and Payment).

2.3. By placing an order you confirm that:

- **a)** the data provided by you are complete and correct;
- **b)** you are aged 16 or over, legally qualified to place place an order and are not registered blind or partially sighted;
- **c)** you have a written prescription for your spectacles that has been given to you by a suitably qualified person in the last 24 (twenty-four) months (or 12 (twelve) months if you are aged 70 or over); and
- **d)** you will comply with all instructions provided by your optometrist and Ace & Tate;
- **e)** upon request, you will supply accurate details of your current prescription (including any notes on the prescription).

2.4. You are responsible for the prescription if you order a Product on the basis of a prescription provided by a third party. Any costs/damages incurred as a result of an incorrect third party prescription or of incorrectly providing the details of the prescription to Ace & Tate are for your account. In such an event, purchase price of the Product will not be reimbursed.

3. Pricing and Payment

3.1. All prices shown in the Website are in Euro's and inclusive of 21% VAT.

3.2. Payment shall be made upon placing your order. All credit card and debit card holders are subject to validity checks and authorization by the card issuer. If the issuer refuses to authorize payment, Ace & Tate may reject your order.

3.3. We offer free delivery and/or returns on all purchases made through our Website to the Netherlands and certain other countries.

3.4. Should you be late in making any payment to Ace & Tate, you will incur statutory interest as of the payment due date stated in the first reminder.In addition, Ace & Tate may charge you reasonable fees incurred in trying to obtain payment from you.

4. Retention of title

4.1. Ace & Tate remains owner of the Products until you have made the required payment in full. After delivery but before payment has been made in full, you are responsible to keep the Products safe and undamaged .

4.2. If you have not made the payment timely and/or in full, Ace & Tate may at any time reclaim and collect the Products, to which you will provide all cooperation.

4.3. If Ace & Tate reclaims the Products under this clause, the agreement is rescinded. This does not limit Ace & Tate's right to claim damage and interests.

4.4. If you have paid the Products prior to their delivery, Ace & Tate holds the Products for you until delivery.

5. Delivery and defects

5.1. The place of delivery is deemed to be the shipping/delivery address that you provide in your order. The Products are considered delivered when accepted by or on behalf of you at the delivery address. If you fail to accept the Products after two (2) delivery attempts, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you, re-arrange delivery or collection, Ace & Tate may terminate the agreement.

5.2. For Products that you pick-up in an Ace & Tate store, the Products are considered delivered when picked-up by you at the store.

5.3. We aim to deliver the Products within 8-10 working days after acceptance of the order as per clause 3.2. Delivery times are estimates and cannot be guaranteed.

5.4. We have a legal duty to provide Products in conformance with the agreement. You should inspect the Products for defects as soon as possible after delivery and inform us of any defects to the Products preferably within seven (7) days, so we can make a claim against the carrier, if needed, but in any case within thirty (30) days. Defect Products can be returned as described in Section 6 (Cancellation and Return Policy).

6. Cancellation and Return Policy

6.1. You may cancel your order before delivery in writing. To do this, you can email us at hello@aceandtate.co.uk. Any payment already made by you will be refunded as set out below.

6.2. You may also return or exchange the Products ordered (both regular and prescription glasses) within thirty (30) days after delivery, regardless of the reason. During this period, you will handle the Product, its packaging and accompanying materials with great care. You will only unpack the Product insofar as necessary to determine if you want to keep the Product.

6.3. If you wish to return a Product, it should be in its original packaging and with all accompanying materials included. Also, the Product should be in its original condition, insofar as reasonably possible. You can contact us to obtain a return form and return the Products by mail (as per our instructions) or to an Ace & Tate store, within fourteen (14) days of your cancellation.

6.4. Upon receipt of your cancellation of the order, and without the Products being exchanged for another Product, we will reimburse the purchase price and initial delivery costs (if any) as soon as possible but in any case within fourteen (14) days of receipt of your cancellation. In the event of an exchange, the purchase price of the exchanged Product will be set off against the purchase price of the returned Product. Depending of the amount, an additional payment from you may be required.

7. Warranty and liability

7.1. We provide a two (2) year warranty on all Products, starting upon delivery.

7.2. If the Products have a defect within the warranty period, you must notify Ace & Tate of the defect within a reasonable period after becoming aware of it (preferably within two (2) months). After such notification you will be entitled to a replacement.

7.3. No claim under the warranty can be made if the damage is caused:

- **a)** deliberately or by negligence;
- **b)** by improper use or careless maintenance;
- **c)** by normal wear and tear;
- **d)** by not or incorrectly following the instructions relating to the Product; or
- **e)** by having anyone other than Ace & Tate make repairs or changes to the Product.

7.4. Ace & Tate's liability under these T&C's and the agreement is limited to the obligations stated in this section (Warranty) and product liability. Any other liability of Ace & Tate is explicitly excluded unless the damage is the result of Ace & Tate's willful intent or gross negligence.

7.5. Should Ace & Tate despite the foregoing still be held liable, that liability is limited to EUR 10,000 (ten thousand euros) for each occurrence, with a maximum of EUR 25,000 (twenty five thousand euros) per year.

8. No guarantees

8.1. Any information provided on or in relation to the website is for general information purposes only and the user is and remains solely responsible for the use and interpretation of the information on the Website.

8.2. The information shall not be considered as medical advice or otherwise and should not be used to for any diagnosis or choice for treatment. Always consult a doctor or specialist for medical problems. Although we take great care in maintaining our Website, we cannot guarantee that the Website and its contents are accurate, complete, up to date, nor that the Website is available, uninterrupted, error-free or free of viruses or bugs. Insofar as our Website contains information of third party's or links to other websites, Ace & Tate is not responsible for any such information or links (or availability thereof).

8.3. We intend to display the Products as accurately as possible but cannot guarantee that the images of the Products are an accurate representation of the actual merchandise due - among other reasons - to the technical difference in monitors or screens you may use. All specifications, drawings and particulars of weights, sizes and performance are approximate only.

9. Gift Cards

9.1. Ace & Tate gift cards can only be used for Ace & Tate Products. The gift cards do not expire, are non-refundable and cannot be used to purchase another Ace & Tate gift card. Gift cards cannot be combined with other coupons, promotion codes and discounts.

10. Home Try-On

10.1. Ace & Tate offers you the possibility to try four (4) frames for five (5) days at home for free.

10.2. Each Home Try-On order needs to be returned to Ace & Tate five (5) days after the Home Try-On order has been delivered to you.

10.3. Ace & Tate withholds the right to invoice you €98 per non-

returned Home Try-On frame. This amount needs to be paid by you within thirty (30) days after we have noticed that you have not returned our Home Try-On frames.

10.4. Ace & Tate remains the owner of each Home Try-On frame as stated in article 4.1 (Retention of Title) until you have made the required payment in full.

11. Account, Personal Data and Privacy

11.1. When placing an order for our Products, you may have to create an account with Ace & Tate. In order to be able to open an account you must provide your personal data. You are responsible for the safety and correct use of your password to your account with Ace & Tate and will keep this confidential. If you suspect your account is being abused, please contact the Customer Service team immediately.

11.2. Ace & Tate will process your data in accordance with our Privacy Policy. Please read our Privacy Policy carefully. By placing an order or using our services, you have agreed to our storing and processing of your data and you confirm that any data provided by you are correct and complete.

11.3. By accepting the T&C's you grant Ace & Tate permission to send you our newsletter and make offers to you via email. You can always unsubscribe from our offers and newsletter by clicking on the link in such email. Ace & Tate may also at any time stop sending you offers or newsletters by email.

12. Intellectual Property Rights

12.1. Unless otherwise stated, Ace & Tate holds all intellectual property rights to the Website, its contents (including text, design, layout, images, and videos), the Products, trademarks and trade names of Ace & Tate.

12.2. You may use the website and information provided thereon for your own personal use (such as printing and saving them for later viewing). Any other use (such as copying, redistributing or saving the contents or any part thereof to another website, framing, hyper- or/deeplinking to another website) is not allowed without our express written consent.

13. Force Majeure

13.1. Except as hereinafter provided, Ace & Tate is not liable for any default or delay in its performance (or that of any third parties relied on by it) due to Force Majeure. Force Majeure means any circumstance beyond the control of Ace & Tate such as, without limitation, acts of God, strikes, lockouts or industrial disputes or disturbances, civil disturbances, acts of third parties, wars, riots, blockades, lightning, fire, storm, floods, explosions, the inability to obtain or retain necessary authorizations, permits, and compliance with any law or governmental order, rule, regulation or direction, regardless of whether it is later held to be invalid.

13.2. In the event of a Force Majeure event, Ace & Tate shall inform you as soon as reasonably. Both Ace & Tate and you may rescind the agreement if the Force Majeure lasts for more than 21 (twenty-one) days. Ace & Tate will refund any payment made.

14. Termination

14.1. Both Ace & Tate and you may terminate (including rescind ('ontbinden') the agreement if:

a) the other party has requested a suspension of payments or bankruptcy, or either has been granted to it, or the Dutch Natural Persons Debt Rescheduling Act applies to you;

b) the other party fails to meet its obligations under the agreement and has not cured such failure within 14 (fourteen) days of having been notified thereof in writing.

15. Various

15.1. Ace & Tate may change these T&C's at any time. By placing an order you agree that the latest version of these T&C's will apply to your order.

15.2. Any deviation from the terms of the agreement (including the T&C's) must be done in writing and signed by both parties.

15.3. References to writing also includes email, unless stated otherwise.

15.4. If any part of these T&C's is invalid or unenforceable, it shall be replaced by a valid terms and the remainder of these T&C's will remain in place.

15.5. Failure to enforce any part of these T&C's shall not be a waiver of any right of Ace & Tate, a waiver must always be done explicitly and in writing.

15.6. Any Terms and conditions of you are explicitly rejected and do not apply to the agreement between Ace & Tate and you.

15.7. You may not transfer any of your rights or obligations under these T&C's to another person without our prior written consent, which we will not withhold unreasonably. If Ace & Tate wishes to transfer its rights and obligations under these T&C's to a third party, for which you hereby in advance grant your consent. Such transfer will not affect your rights under these T&C's.

15.8. If you need to contact us, our dedicated Customer Service team can be contacted at hello@aceandtate.co.uk or +44 (0)20 351 422 72. We are available by phone Mon-Fri: 9am-6pm CET.

16. Jurisdiction

16.1. These T&C's and all agreements concluded between Ace & Tate and you, and all disputes relating thereto are governed by the laws of the Netherlands without regard for conflict rules under Dutch private international law. The applicability of the United Nations Convention on the International Sale of Goods (Vienna Convention of 11 April 1980) is explicitly excluded.

16.2. If you are based in the EU (including the United Kingdom), any disputes arising out of or in connection with the T&C's or our agreement(s) shall be submitted to the competent court of Amsterdam, the Netherlands. If a consumer wishes to bring the dispute before another competent Dutch court, it shall inform Ace & Tate thereof in writing within one (1) month after Ace & Tate having informed the consumer that it wishes to invoke this Section, in the absence of which notification from you the competent court of Amsterdam shall have exclusive jurisdiction.

16.3. If you are based outside the EU, any disputes arising out of or in connection with the T&C's or our agreement(s) shall be referred to and finally determined by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (*Nederlands Arbitrage Instituut*). The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Amsterdam, the Netherlands. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the laws of the Netherlands. Consolidation of the arbitral proceedings with other arbitral proceedings pending in the Netherlands, as provided for in Article 1046 of the Dutch Code of Civil Procedure, shall be excluded.This clause shall not limit the right of Ace & Tate to initiate proceedings against you in any other jurisdiction, nor shall it preclude Ace & Tate from applying for injunctive relief in summary proceedings before the competent court of Amsterdam, the Netherlands.

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Dutch Chamber of Commerce number 56577710

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Join the list

Get the VIP info on all things Ace & Tate, including our newest designs, special releases and parties happening near you.

Email SIGN UP

Check our privacy policy for more info on how we collect and process information.

Our stores

Visit a store to try our entire collection, get style advice from our team, or have your eyes tested for free. Find out more about opening times and available services near you on our individual store pages.

ALL STORES

We're here to help

Mon - Thu, 8:00 - 18:00
Fri, 8:00 - 17:00

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hello@aceandtate.co.uk

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UNITED KINGDOM

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