



# Terms and Conditions

## 1. Website owner, the offering, and binding of terms

This website is owned and operated by The Mending Outpost. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors visible mending services. By accessing or using the website or our service, you approve that you have read, understood, and agree to be bound by these Terms.

## 2. Who can use our website

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

## 3. Key commercial terms offered to customers

When authorising a design for garment you agree that: (i) you are responsible for reading the Terms & Conditions before making a commitment to buy it; (ii) you enter a legally binding contract to purchase the service when you commit to commencement; (iii) you agree to make a payment of 50% of the cost of the agreed visible mending.

Before making any purchase of services via our website, you should make sure that they meet your specific requirements. Your use of information on our website is at your own risk for which we shall not be liable.

## 4. Returns and refund policy

All visible mending carried out by The Mending Outpost is carried out to a design agreed with the client and is therefore bespoke. Designs are discussed and agreed with clients in advance. Once a design is agreed in writing the sale is final and non-refundable. It is therefore important that clients carefully review and consider designs before formally authorising go ahead with the visible mending project.

Returns are not possible with visible mending services.

## 5. Retention of right to change offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

## 6. Ownership of intellectual property, copyrights, and logos

The Service and all materials included or transferred, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and all related Intellectual Property Rights, are the exclusive property of The Mending Outpost. Except as explicitly provided in these Terms and Conditions, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from them.

## 7. Indemnification

You agree to indemnify and hold The Mending Outpost harmless from any demands, loss, liability, claims or expenses (including lawyers' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

## 8. Limitation of liability

To the maximum extent permitted by applicable law, in no event shall The Mending Outpost, be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, [website owner] assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

## 9. Right to change and modify Terms

We are committed to protecting personal data that we may receive, collect, use, store, transfer, and otherwise process. By using our website, you confirm that you accept the terms contained in our Privacy Policy. Please take time to read

this Privacy Policy. It contains important information about the way we process personal data.

## 10. Privacy and Personal Data

We use cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you visit our site and enables us to identify changes that may be needed to improve your browsing experience. Information relating to our use of Cookies is available in our Cookie Policy. You can choose to allow or deny certain cookies by referring to the Cookie Settings bar when you visit our website.

## 11. Cookies

We use cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you visit our site and enables us to identify changes that may be needed to improve your browsing experience. Information relating to our use of Cookies is available in our Cookie Policy. You can choose to allow or deny certain cookies by referring to the Cookie Settings bar when you visit our website.

## 12. Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

## 13. How we may communicate with you

We may contact you for legitimate interest purposes to notify you regarding your transactions with us, to troubleshoot problems, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about The Mending Outpost, the provision of services and products, to comply with applicable laws and regulations, and any agreement we may have with you. For these purposes we may contact you through email, telephone, text messages, postal mail, or any other form of electronic communication.

## 14. Preference of law and dispute resolution

Your use of this website and any dispute that may arise out of such use is subject to the laws of England and Wales. If any of the undertakings or provisions in these Terms and Conditions are found to be unenforceable as a matter of law, the remainder will not be affected and will remain in force.

These Terms and Conditions do not restrict our liability for death or personal injury caused by our negligence, fraud, or fraudulent misrepresentation, nor your statutory rights.

Whilst we make every effort to maintain the accuracy of information on our website, we cannot provide any warranty or guarantee the accuracy of the information or material found on our website, including the accuracy of information and material provided on the websites of companies that provide the products offered for sale via our website. By using The Mending Outpost website you acknowledge that the information and materials provided may contain inaccuracies or errors and that we expressly exclude liability for any such inaccuracies or errors to the extent permitted by law. We ask that users of our website notify us of any possible errors as soon as possible so that action can be taken to rectify as necessary.

We will not be in breach of our obligations to users if we are prevented or delayed from complying with those obligations due to events or circumstances beyond our reasonable control, including, but not limited to fire, flood, extreme weather, strikes, trade disputes, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war and any other acts of God.

If a dispute arises, you should notify [zenpaws@yahoo.co.uk](mailto:zenpaws@yahoo.co.uk) as soon as possible so that a solution can be found.

## 15. Disclaimer

The information contained in this website is for general information purposes only. The information is provided by The Mending Outpost, and while we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you may be able to link to other websites which are not under the control of The Mending Outpost. We have no control over the nature, content, and availability of those sites. The inclusion of any links does not

necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, The Mending Outpost takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

## 16. Contacting The Mending Outpost

Any questions regarding the content of our website or these Terms and Conditions can be sent to [zenpaws@yahoo.co.uk](mailto:zenpaws@yahoo.co.uk).