



Terms & Conditions

June 2010

General

1. The owner of this web site is Iconic Collectables Limited whose address is Iconic Collectables, Apartment 4, Kings Penny House, Richmond Road, Kingston upon Thames, Surrey, KT2 5DZ ('Iconic Collectables'/'we' /'us'/'our'). Registration number 7228924.
2. Your contract for purchases made through the Site is with Iconiccollectables.com, and you undertake that any and all goods ordered by you are for your own private and domestic use only.
3. You must be eighteen years old to use this site. If you are under eighteen, you may only use the site in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, please do not use the site.
4. While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.
5. No contract for the sale of any product will subsist between you and Iconiccollectables.com until Iconiccollectables.com dispatches the product(s) ordered. We will confirm that the product(s) have been dispatched by a confirmation email. This confirmation e-mail amounts to an acceptance by Iconiccollectables.com of your offer to buy goods from Iconiccollectables.com or a third party supplier that is engaged on your behalf by Iconiccollectables.com (whether or not you receive that e-mail).
6. You agree that e-mail can be used as a long-distance means of communication.
7. This confirmatory e-mail will contain all relevant statutory information concerning your contract.

8. The confirmatory e-mail will also contain a link to these terms and conditions, and may be amended in accordance with paragraph 38 below from time to time.
9. You must check that the details on this confirmatory e-mail are correct as soon as possible and you should print out and keep a copy of it.
10. To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases including registered Credit Reference agencies and fraud prevention agencies, who may keep a record of that information. By accepting these terms and conditions you consent to such checks being made. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998.
11. You undertake that all details you provide to Iconiccollectables.com for the purpose of ordering or purchasing goods or services are correct, that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the goods or services ordered.
12. You must choose a username and password on completion of registration. You are responsible for all actions taken under that username and password and shall only use the Site under your own username and password. You must make every effort to keep your password safe and should not disclose it to anyone. If it is compromised, you must change it. You may not transfer or sell your username to anyone, nor permit, either directly or indirectly, anyone to use your username or password.
13. If there are any changes to the details supplied by you it is your responsibility to inform Iconiccollectables.com as soon as possible.
14. All purchases are non-exchangeable, non-refundable and non-transferable.
15. You may cancel your order at any time prior to your order being processed by clicking on the 'cancel' link next to the product ordered on your account page on the website. You may also withdraw from the contract at any time after the product has been dispatched and you have received our email confirming your order but no later than 7 working days after the day after you receive the product by:

- i. Sending the notice of cancellation by email to customerservice@iconiccollectables.com ensuring that you quote your name, address and order reference number; or
 - ii. Where you have already received the goods, returning the goods to Iconiccollectables.com unopened together with the original invoice. Iconiccollectables.com will refund you the purchase price of the goods. Where appropriate Iconiccollectables.com shall refund any additional customs duties borne by you on receipt of the relevant customs receipt.
16. Once Iconiccollectables.com receive notification from you that you wish to withdraw from the contract (in accordance with these terms), any sum debited to Iconiccollectables.com from your credit card in relation to your order will be re-credited to that credit card account as soon as possible and in any event within 30 days of your order provided that the goods you wish to return are received by Iconiccollectables.com in the condition that they were in when delivered to you. You will be liable for any charges incurred in returning the goods to Iconiccollectables.com.
17. Iconiccollectables.com reserves the right to make a 15% restocking charge for any goods which are not returned in mint condition or to refuse to accept such goods, at its sole discretion. Iconiccollectables.com also reserves the right to make a charge for collecting goods from your premises in circumstances where they are not defective but you have cancelled your order. Your statutory rights are not affected.

Liability

18. This section applies only to the extent permitted by law. For the avoidance of doubt, Iconiccollectables.com do not exclude or limit any liability for (a) personal injury (including sickness and death) where such injury results from Iconiccollectables.com's negligence or willful default, or that of Iconiccollectables.com's employees, agents or subcontractors or (b) fraudulent misrepresentation.
19. Iconiccollectables.com does not accept liability (except as set out below) for any errors and omissions and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services.
20. If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. We shall be under no obligation to fulfill an order for a product, which was advertised at an incorrect price, if the item(s) has been charged and not dispatched we will cancel and refund your order.

21. Iconiccollectables.com will do its best to correct errors and omissions as quickly as practicable after being notified of them.
22. TO THE FULLEST EXTENT PERMITTED BY LAW, ICONICCOLLECTABLES.COM IS PROVIDING THIS SITE AND ITS CONTENTS ON AN 'AS IS' BASIS AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS SITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED IN THIS SITE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, ICONICCOLLECTABLES.COM DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT.
23. In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective, or are of a different quantity to that stated on your order form, Iconiccollectables.com shall, at its own option, make good any shortage or non-delivery, replace or repair any damaged or defective goods, or refund to you the amount you paid for the goods in question PROVIDED THAT you notify Iconiccollectables.com of the problem in writing at the address stated in the confirmation e-mail within 10 working days of delivery of the goods. NOTHING IN THIS CLAUSE AFFECTS YOUR STATUTORY RIGHTS.
24. You and Iconiccollectables.com will only be liable under these Terms for losses, which are a reasonably foreseeable consequence of the relevant breach of contract.

Processing of orders

25. Credit and Debit cards are debited on the day of shipping by Iconiccollectables.com. All prices include sales taxes (where applicable) unless otherwise stated, and no charge is made for shipping.
26. Iconiccollectables.com aims to arrange shipment of all 'in stock' items within 24 hours of receiving your order. Your order may be delayed if the item is not in stock with our suppliers. Some items may be unavailable and the current stock status is approximate. Iconiccollectables.com are not able to supply dates our suppliers may get an item in stock.

27. You can keep track of your order status yourself on-line with the order tracking facility on your account page. Our standard Returns Policy applies to all purchases from Iconiccollectables.com.

Delivery Policy

28. The period stated within which you will receive your order is approximate. Goods will be sent to the address given by you in your order and stated in the Order Confirmation. Please note that your goods may be sent to you in installments. You may cancel your entire order with us if subsequent installments forming part of your order are not delivered by us.
29. Please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities.

Miscellaneous

30. We shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.
31. We shall have no liability (including liability for negligence) for the acts or omissions of telecommunications service providers or for failures of, or faults in their networks and equipment.
32. No waiver by us of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same or any other provision.
33. You may not permit, create unauthorized framing of, or deep linking to, the Site or the creation of derivative works thereof from any other website under your management or control.
34. In these Terms, 'Intellectual Property Rights' means patents, database rights, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) and other similar rights, together with the right to apply for the protection of any such rights. All Intellectual Property Rights in the Site shall be owned by us absolutely.

35. Subject to the licence granted to you to use the Site, Iconiccollectables.com reserves all rights, title and interest in its Intellectual Property Rights in the Site. Any goodwill accruing from use of Iconiccollectables.com and its affiliates' trade marks, trade and business names and service marks under this Agreement will vest in Iconiccollectables.com and its affiliates, as appropriate.
36. It is a crime to use a false name or a known invalid credit card to order. Anyone caught willfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law. Iconiccollectables.com tracks the electronic 'fingerprints' of every order placed on Iconiccollectables.com to enable us and all legitimate crime prevention and prosecution authorities to trace individual users engaging in criminal activities on our website.
37. We reserve the right to terminate this Agreement and to suspend or terminate your access to the Site immediately and without notice to you if:
 - I. You fail to make any payment to us when due;
 - II. You breach the terms of this Agreement (repeatedly or otherwise);
 - III. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity;
 - IV. We suspect you have engaged, or about to engage, or have in any way been involved, in fraudulent or illegal activity on the Site.
38. Iconiccollectables.com may amend these Terms from time to time, and place the new version on the Site. When Iconiccollectables.com do so, it will mention the fact on our home page (www.iconiccollectables.com). For users purchasing goods or registering on the Site for the first time, all purchases from the date that the amended terms are placed on our website onwards will be governed by those new terms. Otherwise, such changes will be effective against existing users thirty days following posting of the amended version on the Site. Your continued use of the Site following Iconiccollectables.com's posting of any changes will constitute your acceptance of such changes. If you do not agree to any changes to these Terms, then your only remedy is to cease using the Site.
39. These Terms supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase, whether oral or in writing, and contain the entire

agreement between Iconiccollectables.com and you relating to your purchase. Iconiccollectables.com advises that you print off and keep safe a copy of these terms and conditions once your order has been accepted by Iconiccollectables.com. We will store a copy of the contract entered into by you with Iconiccollectables.com. You are advised to read (and are responsible for reading) fully all information on this website.

40. If any provision of these Terms shall be held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining parts of these Terms and the remainder of the affected provision shall be unaffected.