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1 About us

We are Nativ Plus Ltd, a company registered in England and Wales under company number: 16803671. Our registered office is at: 167-169 Great Portland Street, London, England, W1W 5PF.

2 How to contact us

You can contact us by sending an email to contact@nativplus.app

3 These terms

- 3.1 These terms apply to any purchases you make via our marketplace. Please read these terms carefully before you place any orders on our site, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.
- 3.2 For the purposes of these terms, you are a '**consumer**' if you are buying from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a '**business customer**' if you are buying from our site for purposes relating to your trade, business, craft or profession. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.
- 3.3 Any reference to '**we**', '**us**' or '**our**' in these terms is to Nativ Plus Ltd, any reference to '**you**' or '**your**' is to the person placing an order on our site and any reference to **seller** or **service provider** are to independent third parties offering goods or services via our platform. The platform acts solely as an intermediary.
- 3.4 You must be at least 18 years old to place an order on our site. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.
- 3.5 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.
- 3.6 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

4 Orders

- 4.1 Please check your order carefully and correct any errors before you submit it to us.
- 4.2 After you place your order, we will send you an acknowledgment email to let you know that we have received your order. This does not mean that your order has been accepted by us. Your order is an offer to buy goods or services from the relevant seller or service provider.
- 4.3 Acceptance occurs when the seller or service provider confirms your order. At that point, a legally binding contract is formed between you and the seller or service provider, not with us.
- 4.4 We may refuse any order for reasons including: payment issues, unavailability of the goods/services, age restrictions, or errors in pricing or description.

- 4.5 If we are making any bespoke or personalised goods for you which are based on measurements or other information you provide to us, you are responsible for ensuring that the information is correct.

5 Availability

- 5.1 All orders are subject to availability from the seller or service provider.
- 5.2 We cannot guarantee that any goods or services will be available at any given time. We also cannot guarantee that access to services will be uninterrupted, error free or secure.
- 5.3 In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop supplying certain goods or services. If this happens and it affects your order, we will notify you by email, cancel your order and:
- 5.3.1 in respect of any affected services, provide you with a refund of any advance payments made by you for any affected services that have not yet been provided; and
- 5.3.2 in respect of any affected goods, provide you with a full refund (including any delivery costs, if applicable).

6 Making changes to your order

If you would like to make any changes to your order after you have submitted it, please contact us or the seller/service provider as soon as possible and we will let you know if it is possible to change your order. Changes are subject to seller or service provider acceptance²

7 Descriptions

- 7.1 Descriptions of our goods and services are set out on our site and are provided by the seller or service provider. Please read the descriptions carefully.
- 7.2 Any pictures and images provided on the site, including of packaging, are for illustration purposes only. Your goods and their packaging may vary slightly from those pictures or images.
- 7.3 We cannot guarantee that the colours displayed on your device will match exactly the appearance of your goods. The colours of the goods displayed on our site may vary depending on what device you are using and your settings.
- 7.4 All weights, sizes and measurements set out on our site are as accurate as possible but there may be a small tolerance of up to 2%.

8 Delivery of goods

- 8.1 Sellers or service providers will deliver your goods to the address specified by you when you placed your order.
- 8.2 **If no one is available to take delivery**, the seller or service provider will follow the delivery instructions you provided to us (eg leaving it in a specified safe location or delivering it to a neighbour or nearby business) and post a delivery note through your letterbox or email you to let you know where we have left your package. If a further delivery attempt is unsuccessful or we are unable to follow your delivery instructions, we will notify you by email, cancel your order and refund you the price of the goods (but not the delivery charge).

- 8.3 Please examine the goods as soon as reasonably possible after delivery and notify us of any fault or damage as soon as reasonably possible.
- 8.4 Once your order has been delivered to your address or in accordance with the delivery instructions you provided to us, the risk in the goods passes to you and the goods are classed as having been 'delivered'. This means that you are responsible for the goods and we are not liable to you if the goods are stolen or damaged after they have been delivered to you. This does not affect your legal rights if the goods are faulty or misdescribed. Ownership of the goods passes to you once you have paid for them in full.

9 Delivery dates and costs

- 9.1 For information on delivery options and costs, go to www.nativplus.app. You will be given available delivery options to choose from when you place your order.
- 9.2 Your goods will be delivered on the selected delivery date or within the delivery period specified, depending on the delivery option you chose when you placed your order. The seller or service provider will deliver your order within the timeframe agreed on order confirmation email unless otherwise agreed between you and us.
- 9.3 Any delivery dates stated during the order process, or in your order acknowledgment or order confirmation emails, are estimates, unless we have agreed a specific delivery date with you.
- 9.4 The seller or service provider will do all that we reasonably can to deliver your order within the delivery period or on the delivery date agreed with you. If your delivery is delayed, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur if delivery is delayed because of circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).

10 Providing services

- 10.1 The seller or service provider will provide the services at the time(s) and on the date(s) selected by you or within the period agreed with you during the order process.
- 10.2 For services provided over a period of time, any completion dates stated during the order process, or in your order acknowledgment or order confirmation emails, are estimates.
- 10.3 We will do all that we reasonably can to provide the services at the time(s) and date(s) or within the period agreed with you. If there might be a delay before we can start or restart the services, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).
- 10.4 Where a delay is caused by circumstances beyond our reasonable control, we will usually try to start or restart the services as soon as the issue causing the delay has been resolved. If the services are delayed by more than 10 working days we will email you to let you know and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or to cancel your order and get a refund of any advance payments made by you for any services that have not yet been provided.
- 10.5 We are not liable to you for any losses you incur where the services are delayed or cannot be performed because you fail to make the location available to us, fail to prepare the location as required for us to provide the services, or fail to provide us with adequate instructions or information to allow us to perform the services.

11 Use restrictions

- 11.1 If you are a consumer, any goods or services are provided to you for your domestic and personal use only. You must not use our goods or services for commercial, business or resale purposes.
- 11.2 If you are a business customer, any goods or services are provided to you for your internal business purposes only. You must not use our goods for resale purposes, and any services you purchase must be for the purposes of your named business only and not for or on behalf of any third party.

12 Prices

- 12.1 Prices for our goods and services are set out on our site. All prices include VAT at the applicable rate, but exclude delivery charges. For information on delivery options and costs, go to www.nativplus.app
- 12.2 Prices for our goods and services, as well as delivery charges, may change at any time. Except as set out in clause 12.3 below, such changes will not affect existing orders.
- 12.3 If there has been an error on the site regarding the pricing of any of our goods or services and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

13 Payment

- 13.1 We accept the following credit cards and debit cards: Mastercard, Visa, Debit Maestro and American Express. All credit card and debit card payments need to be authorised by the relevant card issuer.
- 13.2 Any goods you buy from us must be paid for in advance. We will take payment from your card before we send you your order confirmation email.
- 13.3 If you are buying services from us, we require an advance payment of 100% of the total cost for the services when you place your order. We will take this payment from your card before we send you your order confirmation email.
- 13.4 If we are unable to take payment from your card, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you, we will cancel your order and notify you by email.
- 13.5 If you are buying services from us, we will invoice you for the remaining amount after we have completed the services. Your invoice will be sent to the email address you provided when you placed your order and must be paid by you within [30] days of receipt.
- 13.6 If your payment is not received by us when due, we may charge interest on any balance outstanding at the rate of [insert figure] percentage points per year above [insert details] Bank plc's base rate.

14 Consumer cancellation rights

This clause 14 only applies to you if you are a consumer.

- 14.1 Except in the circumstances listed in clause **Error! Reference source not found.**, you have the right to change your mind and cancel your order as follows:
- 14.1.1 in respect of orders for goods, you have 14 days from the delivery date to cancel your order; and
- 14.1.2 in respect of orders for services, you have 14 days from the date of your order confirmation email to cancel your order.
- 14.2 We will not provide any services during the 14-day cancellation period unless you request for us to do so by ticking the relevant box when you place your order. We are under no obligation to accept your request. Any such request must be agreed by the seller or service provider.
- 14.3 To cancel your order, please email us at orders@nativplus.app. To help us process your cancellation more quickly, please have your order number ready or include it in the email or cancellation form you send to us. We will notify the seller or service provider to action the cancellation.

15 Returning goods if you cancel your order

This clause 15 only applies to you if you are a consumer.

- 15.1 If you cancel an order for goods and you have already received your order, you must return the goods to us within 14 days of telling us that you want to cancel your order. The deadline is met if you send the goods back to us before the 14-day period has expired.
- 15.2 We strongly recommend that you get proof of postage. We may withhold the refund until we have received the goods back from you or until you have provided us with evidence that you have sent the goods back (whichever is earlier).
- 15.3 Goods must be returned to us in a new and unused condition and, to the extent possible, in their original packaging. You are responsible for the goods while they are in your possession.

16 Refunds if you cancel your order

This clause 16 only applies to you if you are a consumer.

- 16.1 If you exercise your right to cancel under clause 14, we will provide you with a refund as soon as possible. We will facilitate communication with the seller or service provider to ensure refunds are processed as soon as possible.
- 16.2 If you cancel an order for goods and have already received goods, we will issue the refund no later than 14 days after the day we receive the goods back from you or, if earlier, you provide us with evidence that you have sent the goods back. Otherwise, we will issue the refund no later than 14 days after the day on which you told us that you want to cancel.
- 16.3 Your refund will be subject to the following deductions:
- 16.3.1 if you chose a delivery option that is more expensive than the cost of standard delivery, we will only refund the cost of standard delivery;
- 16.3.2 if you handled the goods in a way beyond what might reasonably be permitted in a shop and this resulted in a loss in value of the goods, we may make a deduction from the refund for such loss in value; and

16.3.3 if services have been provided during the 14-day cancellation period at your request, we will make deductions from any refund due to you for the services we provided up to the time that you told us that you want to cancel.

16.4 We will issue your refund to the same payment method you used when you placed your order.

16.5 If the right to cancel does not apply because of one of the circumstances listed in clause **Error! Reference source not found.**, you will not be entitled to a refund unless the goods or services are faulty. See clause 17 below.

17 Faulty goods or services —consumers

This clause 17 only applies to you if you are a consumer.

17.1 Sellers and service providers are solely responsible for providing goods and services and these must be as described, fit for purpose and of satisfactory quality. Any services that we provide to you must be provided with reasonable care and skill.

17.2 We will assist with reporting faults but we do not assume liability for the goods or services.

17.3 During the expected lifespan of any goods that you have purchased from us, you are entitled to the following:

Up to 30 days:	If your goods are faulty, you can get an immediate refund.
Up to six months:	If the goods cannot be repaired or replaced, then you are entitled to a full refund in most cases.
Up to six years:	If the goods do not last a reasonable length of time, you may be entitled to some money back.

17.4 If a service is not carried out with reasonable care and skill, you can ask us to repeat the service or to fix it, or get some money back if we cannot fix it.

17.5 If there is a problem with any goods or services you have purchased from us, please contact us as soon as reasonably possible.

18 Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control such as natural disasters, war, terrorism or civil unrest, labour disputes and strikes, changes in law or technical failures outside of our control. We will notify you of any delay and liaise with the seller or service provider where possible.

19 Our liability to consumers

This clause 19 only applies to you if you are a consumer.

19.1 We facilitate orders and communications but do not sell goods or services. Liability for product or service quality lies with the seller or service provider.

19.2 We may be liable to you for direct losses only if caused by negligence in our role as intermediaries.

- 19.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

20 Your information

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available here www.nativplus.app which explains what information we collect and hold about you, and how we collect, store, use and share such information.

21 No third party rights

No one other than us or you has any right to enforce any of these terms.

22 Complaints

- 22.1 If you are unhappy with us or the goods or services we have provided to you, please contact us at contact@nativplus.app

- 22.2 If you are a consumer, our **Complaint Handling Policy** is available, please email contact@nativplus.app

23 Governing law and jurisdiction

- 23.1 If you are a consumer, the laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of London, England.

- 23.2 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of London, England will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

24 General terms

- 24.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- 24.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.
- 24.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.
- 24.4 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.

- 24.5 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.