

## Terms and Conditions for Use and Sales

These terms and conditions were last updated on Wednesday 10<sup>th</sup> April 2019.

### 1.1 Introduction

**1.1** These terms & conditions set out the terms between you the customer and us the website owner.

**1.2** Your use of this website and any service contained within constitutes acceptance of these terms & conditions in full.

**1.3** You should not use this website if you do not accept with these terms & conditions in full.

### 2.1 Customer Information

**2.1** You should always check that the contact information you provide is correct before creating a customer account or proceeding to payment.

**2.2** You are responsible for maintaining your own username and password, where required to access your customer account. You should ensure that you store your username and password securely and that the details required to access your customer account are not provided to another party.

**2.3** As a customer you are responsible for your customer account and actions taken within it. If you are aware or suspect that your customer account username and password or other details have become known to a third party, you should inform us immediately.

**2.4** Our website is only intended for use by adults. Adults may purchase products for children as long as the products purchased are intended by the manufacturer for use or consumption by children.

**2.5** We reserve the right to restrict or remove your access to this website where you breach these terms and conditions. Such restriction or removal will take place without recourse or explanation to you where we solely deem it appropriate or necessary.

### 3. Privacy

We take your privacy seriously. We are registered under and comply with the General Data Protection Regulation (GDPR). For further details please see our Privacy Policy.

### 4. Product Pricing, Title and Responsibility

**4.1** We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). The processing of an order can be cancelled or corrected by us at anytime up to the shipment of that order and any related items.

**4.2** All prices are displayed inclusive of Value Added Tax (VAT) or other applicable sales tax. Furthermore on the checkout page(s) and all email or paper receipts the VAT or sales tax element will be clearly and separately displayed as part of the total cost of your order.

**4.3** We reserve the right to alter all product pricing without notice.

**4.4** Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account and your order has been shipped and received by you.

**4.5** We are responsible for any loss or damage to any products until you receive them.

### 5. Your Order

**5.1** When you place an order you will automatically receive a confirmation email from us to confirm your order. Your order constitutes an offer made to us to purchase the goods specified in the order.

**5.2** Your offer is only accepted by us once we have emailed you to confirm the dispatch of your order.

**5.3** Product items not included within the dispatch email are not included in the order and contract between you and us.

**5.4** We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

**5.5** If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made against the card used at the time of purchase. No other form of refund or credit will be offered nor will a refund be made to any third party card or account.

## **6. Shipping and Customs Duty**

**6.1** All orders received by us are shipped subject to availability.

**6.2** We reserve the right to ship products at a later date (up to 28 days after purchase) where the product ordered is not in stock at the time of purchase. In this situation you will be contacted and offered a full refund instead of delivery of the product.

**6.3** We cannot be held responsible for disruption to shipping caused by industrial disputes or action outside our direct control. If such disruption occurs you will be offered delivery via an alternative delivery or fulfilment company or a full refund.

**6.4** If you are ordering a product from outside the UK the recipient of the product is responsible for all customs duties or tariffs incurred in the country to which the products are shipped. Furthermore your order may be subject to delay or be opened and searched by local customs authorities when entering the destination country. Please note we are unable to provide specific advice on customs duties or tariffs.

## **7. Cancellation Rights, Returns and Refunds**

**7.1** Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a right to cancel your purchase. However, to exercise this right you must notify us in writing, (email or letter) within **14 working days** from the day after you receive your goods. After notifying us you then have a further **1 working days** in which to actually return the goods to us.

**7.2** As stated above notification of cancellation must be in writing, either by email or in writing to Emelda Grace The Colmore Building, Colmore Circus Queensway, Birmingham B4 6AT. We will acknowledge receipt of your cancellation request. Please note - a telephone call is not a valid cancellation.

**7.3** No right of cancellation, refund or return exists under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 once you have used your product, unless the product is defective and you are returning it for this reason.

**7.4** Goods that are sealed or shrink-wrapped and this is removed can only be returned if they are defective.

**7.5** No right of cancellation exists for bespoke goods or goods that are intimate in their nature or goods where there may be hygiene issues, unless defective.

**7.6** Please observe the following procedure for all returns to us:

**7.6.1** On the back of your delivery note or on another piece of paper, (if you no longer have your delivery note), include your order number and the reason for the return.

**7.6.2** If you are returning your product because it is defective, please state the defect or defects.

**7.6.3** Repackage the product in its original packaging, including any accessories, brochures, manuals, guarantees or warranties that came with the product. Unfortunately we will be unable to issue a refund where the product is in an incomplete state.

**7.7** If the original packaging surrounding the product has been damaged or destroyed we will only issue a refund if the product is being returned due to a defect. If the original packaging of a defective product has been damaged or destroyed you should ensure that the returned product is adequately packed for shipment back to us.

**7.8** Unless the product purchased is stated by us on our website as qualifying for free returns you are responsible for paying any postage or shipping costs incurred when returning the product.

**7.9** You are liable for the cost to return your goods. Most furniture items will be collected by us on our vans. At peak business times we might use a third-party delivery company to collect your goods.

**7.10** Return Delivery charges as follows

• Bistro Set	£45
• Dining Table, 4 Chairs	£65
• Dining Table, 6 Chairs	£90
• Dining Table, 8 Chairs	£130
• Dining Table, 12 Chairs	£170
• 2 Seat Sofa Set	£90
• 3 Seat Sofa Set	£110
• Corner Dining Set	£130
• Corner Sofa Unit	£90
• Sun Lounger/Storage Box	£55
• Parasol/Side Table	£35

**7.11** We will not issue refunds for any items lost or stolen in transit to us.

**7.12** Where a return is lost or stolen in transit to us with a third party company, you should claim compensation from that company.

**7.13** If you fail to return a product to us, we may make arrangements to have the product collected from you. The cost of this collection may be passed on to you.

**7.14** Unused products may be returned promptly by customers to our address listed at the end of these terms and conditions.

**7.15** Subject to the above, we will refund the purchase price of a returned product within 21 days of receiving written notification of your intention to return the product as long as we have been able to arrange a suitable date for collection and the goods are back in our care. Where we have not actually received the returned item we will need proof of actual postage prior to issuing a refund.

**7.16** We will refund the cost of postage incurred returning a product, if incorrectly sent by us. Please note that we will not refund any courier, overnight or express element of any delivery or postage charge, including Royal Mail Special Delivery.

## **8. Customer Complaints**

We endeavour to respond to all customer complaints or queries within 24 hours. We ask you make your initial complaint by **Phone on 0333 360 1415** or by using the **Contact Us Form** on our website. A senior member of the team will then get back to you to better understand what your complaint is and what we intend to do to resolve it for you.

## **9. Faulty Products**

**9.1** Where you experience a fault with a product it can be returned to us subject to our returns policy above.

**9.2** Where any goods are found to be defective we will offer a replacement item as soon as reasonably possible and within 30 days of being notified of the defect or we will issue a full refund in accordance with the Consumer Rights Act 2015. Where a refund is offered and accepted by you it will be made within 14 working days of receiving your acceptance of a refund and we are in receipt of the goods.

## **10. Events Outside Our Control**

We shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

## **11. Licence**

**11.1** We grant you a licence to access the content, information and services contained within our website for personal use only.

**11.2** This licence allows you to download and cache (using your browser) individual pages from our website.

**11.3** This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

**11.4** Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

**11.5** Our website cannot be placed within the frame-set of another site.

**11.6** Third parties are not allowed to “deep link” to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

**11.7** The restriction on “deep linking” does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

## **12. Copyright**

**12.1** All content, databases, graphics, buttons, icons, logos, layouts and look & feel are our copyright, unless expressly acknowledged as otherwise.

**12.2** The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

## **13. User Generated Content**

**13.1** Where the facility exists you may provide reviews or public feedback on the website of products purchased by you, also known as user-generated content.

**13.2** Where the facility exists such user-generated content can be provided in different formats and mediums; text, audio, video and still photographs.

**13.3** As part of providing this content to us you agree to grant us a worldwide, irrevocable, non-exclusive and royalty-free license to use, distribute, edit, translate and repurpose such content, as we require, including sub-licensing to other parties.

**13.4** Such content shall not infringe the intellectual property rights of any other party. Furthermore the content shall not be illegal or capable of breaching the laws of any jurisdiction in which it may be displayed.

**13.5** We reserve the right to remove any content, which breaches or risks breaching these terms and conditions.

**13.6** However, we shall not assume any responsibility for auditing or monitoring any user generated content.

**13.7** Any complaints about such content by rights holders or any user or visitor to our website should be directed to us using our contact details listed at the end of these terms and conditions.

## **14. Limitations and Exclusions of Liability**

**14.1** Where content and information is provided on the website without charge we exclude all liability for such content and information.

**14.2** All business losses (including, but not limited to) loss of profits, income, revenue, damage to goodwill, loss of other commercial contracts, other commercial opportunities are all excluded.

**14.3** All indirect, consequential or special losses or damage are all excluded.

**14.4** All other losses or damages not reasonably foreseeable at the time of the contract between you and us are also excluded.

**14.5** All losses relating to the loss or corruption of data, databases, systems, software or hardware are all excluded.

**14.6** These terms and conditions do not exclude or limit liability for death or personal injury caused by you or us.

**14.7** These terms and conditions do not exclude or limit liability for fraud or fraudulent misrepresentation caused by you or us.

**14.8** These terms and conditions do not exclude or limit liability where this conflicts with the applicable law for this jurisdiction.

## **15. Indemnity**

By your use of our website you hereby indemnify us and undertake to keep us indemnified at all times now and in the future against all possible claims relating to any breach of these terms and conditions by you. Such indemnities to include, (but not be limited to) all costs legal and otherwise, all other expenses, damages or settlements arising from your breach of these terms and conditions.

## **16. Variation**

We reserve the right to vary these terms & conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website.

## **17. Assignment**

We reserve the right to assign our rights and also our obligations under these terms and conditions, without giving notice to you. This right of assignment shall only apply to us and shall not apply to you in any way.

## **18. Severability**

The paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of these Terms & Conditions or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

## **19. Waiver**

Failure by us to enforce any accrued rights under these terms & conditions is not to be taken as or deemed to be a waiver of those rights by us unless we acknowledge the waiver in writing.

## **20. Third Parties**

These terms and conditions are between you and us. They do not apply to, or benefit any third party and are not reliant on any third party.

## **21. Entire Terms & Conditions**

These terms & conditions set out the entire agreement and understanding between you and us.

## **22. The Consumer Rights Act 2015**

These Terms & Conditions are specifically written in accordance with the Consumer Rights Act 2015. Should these Terms & Conditions conflict with the Act, the Consumer Rights Act 2015 shall prevail and apply.

## **23. Your Statutory Rights**

Where acting as a consumer your statutory rights are unaffected.

## 24. Jurisdiction

These terms & conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Our contact details are as follows:

Emelda Grace Limited  
The Colmore Building  
Colmore Circus Queensway  
Birmingham  
B4 6AT

Email: [sales@emeldagrace.com](mailto:sales@emeldagrace.com)

Low Rate Call

Telephone

From within the UK: 0333 360 1415

International: +44 333 360 1415

Registered in England & Wales, Company Number: 11019750