

# Terms and conditions

## Warranty

1. All of Kendall, Charles and Co's products carry a 1 year warranty period. This is against faulty workmanship or faulty materials. This warranty period starts from the date of delivery. In the event of a claim under this warranty, please contact us by email on [contact@kendallcharles.co.uk](mailto:contact@kendallcharles.co.uk).
2. Warranties may not be assigned to a third party.
3. Our warranty does not cover general wear and tear, neglect or abuse of your product, loss or damage (including rusting and corrosion) due to unreasonable exposure to water or weather; loss or damage due to fire, sunlight or infestation by animals or insects, theft or accidental damage or loss caused by a third party.
4. Our duty under this warranty is, at our option 1.) to repair or replace the defective product if returned to us (postage/insurance prepaid by you), or 2.) the shipment of a replacement within 30 working days at our expense, or 3.) a refund of the purchase price if the product is returned to us (postage/insurance prepaid by you).
5. Kendall, Charles and Co Ltd are not liable for any claim, loss or damage of a product. Nor for lost profits or any other indirect damages caused by the product. This is with the exception of the aforementioned warranty of faulty workmanship or faulty materials within 1 year.
6. You the buyer agree that all liability of ours and our affiliates under this agreement will be limited to the money paid to us for the product purchased.

## 1. Terms & Conditions

## 2. The Electronic Commerce (EC Directive) Regulations 2002

## 3. Data Protection Act 1998 and Privacy

## 4. Consumer Protection (Distance Selling) Regulations 2000

**1.1 In these terms and conditions:** "Conditions" means these terms and conditions of sale; "Contract" means the contract for the sale by us and purchase by you of our Goods and/or Services; "Goods" means curtains, blinds and any other Goods supplied by us following your Order; "Order" means an order made by you for the supply of Goods by us; "Price" means the price of the Goods, plus any delivery charges; "our, us, we" means Kendall, Charles and Co Ltd whose principal place of business is 12 Suidhe, Kinncraig, Inverness-shire PH21 1NB; "you and your" means the person who buys or agrees to buy Goods from us;

## **1.2 Basis of Sale**

By clicking on purchase at the checkout section of the website, you are undertaking to buy the Goods at the Prices indicated. An Order taken over the telephone is final once payment has been taken and the call has ended.

## **1.3 Orders**

After placing an Order with us we will email you a confirmation of the Order details in writing. You must notify us of any errors in the Order within 48 hours of receiving confirmation of the Order from us. If you do not receive your order confirmation within 48 hours, please contact us immediately by email or phone. If you fail to do so, we shall be entitled to assume that you are satisfied with the Order as detailed in the confirmation. If you fail to check the Order confirmation properly and need to make changes to the order subsequently, we reserve the right to charge for the changes as necessary.

## **1.4 Samples**

1.4.1 We have tried hard to represent our fabrics as accurately as possible on the website using state of the art photography and digital imaging. However, colours will vary between computer screens and this is out of our control. Therefore, we strongly recommend that you request a free sample(s) prior to ordering unless slight differences in appearance are not important to your decision to order.

1.4.2 Samples are a close representation of the fabric you choose but not as an exact match as there are often slight variations in colour between manufacturing batches. In cases where this is critical, we can arrange for a sample of the current manufacturing batch to be sent to you for your inspection and reserved for you if you wish to proceed with an order for it.

## **1.5 Measuring**

Goods are manufactured in accordance with the measurements provided by you. Please follow the instructions on how to measure which are available on our website. If you are unsure, you can call us for advice and clarification. We cannot accept returns for goods incorrectly measured by you.

## **1.6 Delivery**

1.6.1 Your Order will take approximately 4 weeks from the date shown on the order confirmation to be ready for delivery unless a specific date has been given by prior agreement. If your chosen fabric is out of stock, delays may occur and we will notify you of these delays as soon as possible.

1.6.2 Once your Order is ready we will ship this to your specified delivery address automatically. Standard deliveries are made by courier between 9am and 5pm Monday to Friday and need to be signed for.

1.6.3 If we arrange a collection of goods from you, for whatever reason, you are required to package the goods adequately (ideally in the original protective wrapping and box or in the best alternative you can arrange) for transport by courier. We will not be responsible for any damage as a result of poor packaging.

1.6.4 You will own the items we supply you from the moment they are put in the hands of the postal service, or with our carriers, or on payment in full of the price of the Goods and any delivery charge, whichever is later.

## **1.7 Pricing**

1.7.1 The Price of the Goods shall be as advertised on our website.

1.7.2 We will confirm the Price of Goods ordered plus delivery charges at the time you place your Order with us.

1.7.3 We reserve the right to change prices and specifications without notice.

## **1.8 Payment Terms**

Because all our goods are custom-designed for you and cannot be resold, we require payment in full at the time of placing the order. This can be done using Paypal, or a debit or credit card on the website or over the phone by providing us with the relevant details. An Order will not be processed unless we have received the funds in full.

## **1.9 Cancelling Orders and Refunds**

1.9.1 Because all our products are custom-made to your chosen design and specific measurements, they cannot be resold and are also not subject to the Distance Selling Regulations. Therefore it is important that you are sure of your order details before you place an Order with Us. You can cancel an order for whatever reason and receive a full refund within 24 hours of placing it.

1.9.2 After 24 hours has passed, if you wish to cancel your Order, you will receive a 50% refund. You can cancel anytime up until the moment your goods are dispatched to you. We will retain 50% of the price to cover our costs and refund the balance to you.

1.9.3 If, for some other reason, you receive the goods and consequently receive a refund and then fail to return the Goods to us, we shall be entitled to charge you for the costs of collecting the Goods from you. This amount can be deducted from any refund due to you.

## **1.10 Guarantee**

1.10.1 Our products are custom-made according to specifications provided by you and therefore we cannot accept returns or refunds on the products for any aspect of the product which has been determined by you in particular, incorrect measurements, heading, lining or fabric choices.

1.10.2 We will accept returns and consider replacements or full or partial refunds if there is a significant problem with the quality of manufacture or faults with the fabric. You shall not be entitled to reject the Goods where the alleged defect or breach of contract is so slight that it would be unreasonable for you to do so.

1.10.3 Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification should be notified to us on discovery. Any valid claim of this sort shall not be accepted by us unless made within 7 days from the date of delivery of the Goods.

## **1.11 Claims Under Guarantee**

1.11.1 In the event of a claim under guarantee occurring, please contact Kendall, Charles and Co Ltd by email or in writing.

1.11.2 We will endeavour to repair or replace the defective goods free of charge in a timely manner. If a repair is not possible, you will be offered a replacement and only if a suitable replacement is not available will you be offered a refund.

1.11.3 We will not be liable for any direct or indirect loss of profits or other financial loss or damage arising out of defective, damaged or wrongly delivered goods, over and above the value of the goods themselves. This does not affect your statutory rights.

1.11.4 Our guarantees are limited to goods sold and retained in the United Kingdom, and used solely for private and domestic purposes.

## **12 Errors**

In the event that a product is listed at an incorrect price due to a technical, administrative or other reason, we reserve the right to refuse your order whether or not the order has been charged to your credit or debit card. In this instance, we will issue a credit back to your card account.

## **13 General**

The Contract shall be governed by the laws of Scotland, and the Customer agrees to submit to the non-exclusive jurisdiction of the Scottish courts.

## **2. The Electronic Commerce (EC Directive) Regulations 2002**

Kendall, Charles and Co Ltd is obliged by law to provide the following information

The website [www.bespokesilkcurtains.com](http://www.bespokesilkcurtains.com) is operated and owned by Kendall, Charles and Co Ltd

All communications can be addressed to us at : -

12 Suidhe Crescent

Kincraig

Inverness-shire PH21 1NB

Registered in Scotland No. SC464906

Registered Office : -

Forsyth and Co, Chartered Accountants

The Old School House

Rothiemurchus PH22 1QH

### **3. Data Protection Act 1998 and Privacy**

3.1 If you decide to purchase from us, we will need to take some of your personal information in order to process your order. This includes name, billing and delivery address, contact details and credit card information.

3.2 We will only use this information to be able to serve you better and will not be passing any of your personal information onto third parties for marketing or other use.

3.3 For online payment processing, we use the Roman Cart payment system ([www.romancart.com](http://www.romancart.com)). This system is fully PCI DSS compliant ( [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org) ) and protects against interception of card numbers using encryption.

3.4 We may use technology to track the patterns of behaviour of visitors to our site to improve your experience during a visit to our site. This includes using a "cookie" which is stored on your browser software. If you do not want the convenience benefits that a "cookie" offers, you can switch off this function using the security settings of your browser.

### **4. Consumer Protection (Distance Selling) Regulations 2000**

The Distance Selling Regulations (which allow consumers a seven day "cooling off" period after purchasing and a right to cancel an order during this period) do not apply to "personalised goods or goods made to a consumer's specification" thereby excluding Kendall, Charles and Co Ltd's products. A cancellation during this period needs to be agreed between the customer and Kendall, Charles and Co Ltd on a case by case basis.