

CONTRACTUAL AGREEMENT

How we will accept your order

Our acceptance of your order will take place either when we email you to accept it or once the order via our website has been completed and you receive a conformation of such completion, at which point in each case a Contract will come into existence between you and us.

If we cannot accept your order

If we are unable to accept your order, you will be notified via our website or we will inform you of this in writing via Email and will not charge you for the product.

We sell to the UK

Our website is solely for the UK. Unless we agree otherwise in writing Via Email we will not supply any products to any location outside of the UK.

Products

Products may vary slightly from their Pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

Products are Collectables and/or Antiques

The products we sell are Collectables and/or Antiques and second-hand and by their nature are unlikely to be in a perfect condition with some may be damaged. You are encouraged to view the products Photographs and Descriptions in advance of purchase.

Product description

Whilst we endeavour to ensure that product descriptions are accurate, this cannot always be guaranteed. Descriptions as to authorship, genuineness, origin, date, age, provenance, condition and value are based on an opinion or information provided by the seller of the product to us and we give no guarantees or assurances that this information is correct or accurate. This does not however affect your rights under our faulty goods returns policy (see clause for more information).

Clocks, Watches and Electricals

All electricals, watches and clocks are sold "as is" and we give no guarantee as to the functionality or performance. This is without prejudice to your legal rights in relation to such goods.

Changes / Changes to Products

You acknowledge that the products being sold are Collectables and/or Antiques and therefore no changes can be made.

Changes to Terms

We may amend these terms from time to time. Every time you wish to place an order, please check these terms to ensure you understand the terms that apply at the time.

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Delivery costs

The costs of delivery will be as displayed to you on our website, which will be added to your basket at checkout but before payment is made. We may in our absolute discretion provide a discount on the delivery charges where you purchase multiple goods. Where we elect to provide such a discount we will refund you the relevant amount when we dispatch to which the relevant order relates. Refunds will be made to the account from which the original payment was made.

When we will provide the products

The estimated delivery time will be displayed on our website when you select the relevant delivery option. Orders are usually dispatched within 2 (two) working days of cleared payment from you for the relevant goods, however dispatch dates may be longer for large or fragile products. We do not however guarantee that goods will be dispatched within any particular time frame but we endeavour to dispatch goods as soon as reasonably practicable.

Courier reference

We are able to provide courier reference or tracking numbers on request in respect of goods we deliver to you. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

If you are not at home when the product is delivered

Once your product has been dispatched, the delivery arrangements will be between the courier and the customer, in line with the couriers delivery policy. If you are not available to accept delivery of the products then it is your responsibility to liaise with the relevant courier to organise an alternative time for delivery and we will not have any liability to you whatsoever for any delay in delivery resulting from your availability to accept delivery, or your failure or delay in arranging alternative delivery arrangements.

If you do not re-arrange delivery

Once your product has been dispatched, the delivery arrangements will be between the courier and you, in line with the courier's delivery policy. If the relevant courier returns the products to us then we may arrange storage of the relevant products and we may charge you for such storage, currently charged at £5 per item per day.

When you become responsible for the goods

A product which is goods will be your responsibility from the time we deliver the product to the address you gave us. When you own goods you own a product which once we have received payment in full and until that time the goods remain our property.

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What will happen if you do not give required information to us

We may need certain information from you so that we can supply the products to you, for example, your name, your email address, your billing address, the address to which you require the products to be delivered, and a contact telephone number. If so, this will have been stated in the description of the products on our website. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract and/or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

Your rights to end the contract

You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract. In each case you will be required to complete the cancellation form, which can be provided to you upon request, and return it to us by Email, or use any of the other methods prescribed in our terms:

If what you have bought is faulty or misdescribed you may have a legal right to end the contract. If you want to end the contract because of something we have done or have told you we are going to do, or

If you have just changed your mind about the product you may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

If you are ending a contract for a reason, the contract will end immediately and we will refund you in full for any products which have not been provided by us.

The reasons are:

We have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

There is a risk that supply of the products may be significantly delayed because of events outside our control.

How long do I have to change my mind? You have 14 (fourteen) days after the day you (or someone you nominate) receives the goods, unless:

Your goods are split into several deliveries over different days. In this case you have until 14 (fourteen) days after the day you (or someone you nominate) receive the last delivery to change your mind about the goods.

Your goods are for regular delivery over a set period. In this case you have until 14 (fourteen) days after the day you (or someone you nominate) receive the first delivery of the goods.

How to end the contract with us

Tell us you want to end the contract. To end the contract with us, please contact us by Email.

You can also notify us that you wish to end the contract by completing our website contact form.

You must contact us and confirm cancellation prior to returning any goods to us.

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Returning products after ending the contract

If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods by posting them back to us, or email us for a return label. If you are exercising your right to change your mind you must send off the goods within 14 (fourteen) days of telling us you wish to end the contract. The goods remain your responsibility until received by us!

When we will pay the costs of return

We will pay the costs of return only if the products are faulty or misdescribed;

If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

How we will refund you

We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3 (three) to 5 (five) days at one cost but you choose to have the product delivered within 24 (twenty four) hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

When your refund will be made

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then: Your refund will be made within 14 (fourteen) days from the day on which we receive the product back from you and the Product is in the exact same Condition as when we sent it out to you.

Goods damaged or lost in transit

If the goods are damaged or destroyed in transit, you are required to:

Retain the damage or destroyed goods and associated packaging the same condition as they were received by you; Not amend, alter, deface or otherwise change the relevant goods; Store the goods in a suitable, cool and dry location; Provide such assistance as we reasonably request in respect of any claim you pursue with the person who delivered the relevant goods; Where requested supply the goods to the relevant person who delivered them.

If you suspect that the goods have been lost in transit you must:

Notify us as soon as reasonably possible of your suspicion and in any event within 28 (twenty eight) days of any agreed delivery dates (where applicable); and

Provide us with such assistance as we reasonably request in respect of any claim you pursue with the person who delivered the relevant goods.

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Our rights to end the contract

We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

You do not make any payment to us when it is due and you still do not make payment within 14 (fourteen) days of us reminding you that payment is due;

You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, the delivery address;

You do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or, You do not, within a reasonable time, allow us access to your premises to supply the services.

You must compensate us if you break the contract

If we end the contract we will refund any money you have paid in advance for products we have not provided, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. We will let you know if this is the case, and the amount that we consider is due.

If there is a problem with the product

If you have any questions or complaints about the product, please contact us by Email.

Price and payment

The price of the product (which includes VAT) will be the price indicated on the order pages when you place your order. We take all reasonable care to ensure the price of the product advised to you is correct.

What happens if we got the price wrong

It is always possible that, despite our best efforts, some of the products we sell we may have applied the incorrect price. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

How you must pay

Our payment online is via Create, a payment gateway. We also at our absolute discretion accept payment via bank transfer, please contact us by Email if you would like to arrange payment via bank transfer. We do not accept payments via cheque or card payments over the telephone.

When you must pay

Where you are making a purchase online you will be required to make payment on or prior to completion of your order.

What to do if you think an Invoice is wrong

If you think an Invoice is wrong please contact us promptly to let us know.

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Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or to which is caused by the Delivery Company which is out of our Control. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

We will only use your personal information for our own Records and will not pass on any of your information to others, unless of course these are required by Law.

Other important terms

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract. If you are unhappy with the transfer you may contact us to end the contract within 30 (thirty) days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. Nobody else has any rights under these terms. These terms are between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

If a court finds part of these terms illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

Which laws apply to these terms and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.