

Terms & Conditions

pageHeader

We are :	L Interiors Ltd
Our address is:	Chapel Row, Bucklebury, RG7 6PB
We can be contacted at:	linteriors@btconnect.com
You are:	A user of our Website.

Please read the terms and conditions (“Terms and Conditions”) set out below carefully before ordering any Goods or Services from this Website. By ordering any Goods or Services from this Website you agree to be bound by these Terms and Conditions.

1. Definitions

“Agreement” is a reference to these Terms and Conditions, the Privacy Policy, any order form and payment instructions provided to you;

“Goods” is a reference to any goods which we may offer for sale from our Website from time to time;

“Privacy Policy” means the policy displayed on our Website which details how we collect and store your personal data;

“Service” or “Services” is a reference to any service which we may supply and which you may request via our Website;

“you”, “your” and “yours” are references to you the person accessing this Website and ordering any Goods or Services from the Website;

“we”, “us” and “our” are references to L Interiors Shop Ltd of Chapel Row, Bucklebury, RG7 6PB; and

“Website” is a reference to our Website Linteriors.co.uk on which we offer our Goods or Services.

2. Ordering

2.1. Any contract for the supply of Goods or Services from this Website is between you and L Interiors Shop Ltd. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide is your own credit or debit card and that you have sufficient funds to make the payment.

2.2. Goods and Services purchased from this Website are intended for your use only and you warrant that any Goods purchased by you are not for resale and that you are acting as principal only and not as agent for another party when receiving the Services.

2.3. Please note that some of our Goods may be suitable for certain age

ranges only. You should check that the product you are ordering is suitable for the intended recipient.

2.4. When ordering from this Website you may be required to provide a username and password. You must ensure that you keep these details secure and do not provide this information to a third party.

2.5. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

2.6. Any order that you place with us is subject to product availability and acceptance by us. When you place your order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your order details. The fact that you receive an automatic confirmation does not necessarily mean that we will be able to meet your order. Once we have sent the confirmation email we will then check availability and contact you with a further email. If the Goods are available and the details of the order are correct, this email will be deemed an acceptance and will specify delivery details and confirm the price of the Goods purchased. If the Goods are not available we will also let you know by email.

2.7. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. We also reserve the right to alter the Goods or Services available for sale on the Website and to discontinue any product line or service.

2.8. The contract for the Goods or Services will be accepted at the time of despatch of your order. We will confirm this to you in writing. You must inform us immediately if any details are incorrect. If your order has not been accepted you will be notified of this in writing together with the reasons.

3. Prices and Payment

3.1. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. Prices are inclusive of the relevant sales tax but exclusive of delivery charges which will be added to your order.

3.2. The total price for Goods or Services ordered, including delivery charges, will be displayed on the Website when you place your order. Full payment must be made before Goods are despatched or Services provided.

3.3. You must pay for your order before it is delivered and you can do so by debit or credit card. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also do security checks to confirm it is you making

the order.

4. Delivery

4.1. Delivery periods quoted at the time of ordering are approximate only and may vary. Goods will be delivered to the address nominated by you at the time of ordering.

4.2. Time is not of the essence for the delivery of any Goods or Services supplied under this Agreement.

4.3. All orders are delivered by a reputable courier. We will make every effort to deliver within the time stated however we will not be liable for any loss caused to you by late ordering. If the Goods are not delivered within the estimated delivery time which we quote, please contact us by telephone or email and we will try to ensure that you receive your order as quickly as possible.

4.4. No refunds of the delivery charge are made for late deliveries.

4.5. Incomplete orders must be notified to us as soon as possible following delivery and within 3 days of delivery. We will either arrange for the missing items to be delivered to you at no extra cost or refund you the original cost of the missing items.

4.6. All risk in the Goods shall pass to you upon delivery.

4.7. If you fail to accept delivery of the Goods at the time they are ready for delivery, or we are unable to deliver the Goods at the nominated time due to your failure to provide appropriate instructions, documentation, licences, consents or authorisations, then the Goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such Goods shall pass to you. Any storage, insurance and other costs which we incur as a result of the inability to deliver the Goods shall be your responsibility and you shall indemnify us in full for such cost.

4.8. You must ensure that at the time of delivery of the Goods adequate arrangements, including labour and access where necessary, are in place for the safe delivery of the Goods. We cannot be held liable for any damage, cost or expense incurred to the Goods or premises where this arises as a result of a failure to provide adequate access or arrangements for delivery.

4.9. Where delivery is outside the UK, you may be liable to pay additional tax or duty once the Goods reach your country. This may vary from country to country. Please contact your local customs office for more information.

4.10. Please note that Goods may be subject to inspection by your local customs office where delivery is outside the UK.

5. Your Information

5.1. Where we have requested information from you to provide Goods or Services you agree to provide us with accurate and complete information.

5.2. You authorise us to use, store or otherwise process your personal information in order to provide the Goods or Services to you and for

marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information consents or authorisations, then the Goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such Goods shall pass to you. Any storage, insurance and other costs which we incur as a result of the inability to deliver the Goods shall be your responsibility and you shall indemnify us in full for such cost.

5.3. You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information.

6. Cancellation and Returns

SPECIAL CONDITIONS FOR FABRICS AND WALLPAPERS

6.01 Cut lengths of fabrics and wallpapers are considered bespoke items and cannot be cancelled or returned in the same way as other products unless they are faulty. (n.b. fabrics must be checked before they are cut by you or a third party curtain maker or upholsterer).

If you have changed your mind and no longer require the item, we can usually negotiate a return with the supplier on your behalf. This would most likely incur a handling and restocking fee which is usually up to 25% of the value of the order. (This is not usually possible for orders of less than 5 metres).

6.1 Cancellations:

6.1.1 You must notify us immediately if you decide to cancel your order preferably by email at lintérieurs@btconnect.com and quote your order number.

6.1.2 The time limit for notification of cancellation is 8 calendar days following receipt by you of the Goods. We cannot guarantee that we will be able to stop your order once we receive notice of cancellation as the Goods may already have been despatched. In these cases the Goods will need to be returned to us.

6.1.3 Once we have heard from you that you wish to cancel your order within the stipulated time period we will refund or re-credit your debit or credit card with the full amount within 14 days which includes the initial delivery charge (except where the Goods have already been despatched).

6.1.4 You must ensure that the Goods are returned to us at our address given above at your cost immediately by courier in good condition and unused.

6.1.5 If you cancel a contract on this basis and you do not return the Goods to us, we may recover the Goods and charge you for the costs we incur in doing so. Similarly, if you return the Goods at our expense, we may recover that expense from you.

6.1.6 A full statement of your legal rights under the Distance Selling Regulations may be obtained in the UK from your local Citizen's Advice

Bureau or Trading Standards Office.

6.2 Returns where Goods are faulty:

6.2.1 Please email Linterior@btconnect.com to inform us of your wish to return Goods quoting your order number. You must ensure that the Goods are returned to us at your cost immediately by courier in good condition and unused.

6.2.2 The cost of collecting or returning the Goods to us must be paid by you unless we agree that the Goods are faulty or damaged upon receipt by you. All refunds or re-credits will be undertaken within 14 days of notification of return.

6.2.3 We try to select and package the Goods as well as possible to ensure they arrive in good condition. However, if the Goods arrive damaged or not what you ordered, we will replace it free of charge or provide a full refund as appropriate, if you return the Goods to us within 30 days of receipt.

6.3 We recommend that all returned or cancelled Goods are returned using a reputable courier such as Parcel Force or DHL.

6.4 Unless the Goods are faulty or damaged, we are unable to accept cancellations or returns on personalised/made to order or perishable Goods.

7. Linked Sites

There may be a number of links on our Website to third party Websites which we believe may be of interest to you. We do not represent the quality of the goods or services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party Websites or the services or goods that they may provide to you.

8. Complaints

We take complaints very seriously and aim to respond to your complaints within 5 business days. All complaints should be addressed to linterior@btconnect.com.

9. Limitation of Liability

9.1. Great care has been taken to ensure that the information available on this Website is correct and error free. We apologise for any errors or omissions that may have occurred. We cannot warrant that use of the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

9.2. We disclaim any and all liability to you for the supply of the Goods and Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the

relevant Goods or Services. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.

9.3. We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our Website.

9.4. We shall not be held liable for any failure or delay in performing Services or delivering Goods where such failure arises as a result of any act or omission which is outside our reasonable control such as an act of God or those of third parties.

9.5. The products sold by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Website or for any products or services purchased from us.

9.6. We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.

10. General

10.1. We may subcontract any part or parts of the Services or Goods that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.

10.2. We may alter or vary the Terms and Conditions at any time without notice to you.

10.3. Payment must be made at the time of ordering the Goods or Services from us. Failure to pay on time will result in either the cancellation of your order or a late payment charge which shall be calculated as interest on the amount due at a rate of 5% over our bank's lending rate. Interest will be charged on a daily basis from the date of invoice to the date of actual receipt of payment in cleared funds.

10.4. The Terms and Conditions together with the Privacy Policy, any order form and payment instructions constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement. In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.

10.5. If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition

shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.

10.6. These Terms and Conditions and our Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

10.7. No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.

10.8. It is not intended that the undertakings and obligations of the parties set out in this Agreement shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.