## **General Terms and Conditions**

Below we've set out our terms and conditions and important information. Please read through and if you have any questions or queries, don't hesitate to get in touch.

#### **General Information**

Gr8 4 Colour aims to give you the best service possible. Many of the items we sell are extremely unique.

## Re. Product quality

We aim to check the products for the highest quality. Some items are made from natural fibres, and dyes and weaving processes may result in 'flaws' which are a result of the natural products and handmade nature of these products. We make every effort to ensure that they are of the best quality, so if you are not satisfied, please see our returns policy.

#### **General Terms of Use**

We reserve the right to change the terms and conditions under which the website and the products are provided. Any such change in terms and conditions will be effective once included in the text of these terms and conditions and published on the website. We recommend that you check the terms and conditions posted on the website regularly to ensure that you are aware of any updates.

#### **Ordering**

When placing an order you agree that all information you have provided is accurate and complete.

When you place your order over the website we will send a confirmation email which will detail the products ordered, payment method, and cost, which will include P & P. You must check that all the details on this confirmation email are correct and contact us as soon as possible if any details are incorrect.

Please note that your order constitutes only an offer to purchase goods from us, and does not form a binding contract until accepted by us. No contract for the sale of any product will exist between you and Gr8 4 Colour until we accept your order by despatching the product to you, notwithstanding that we may have sent an email confirmation.

We reserve the right not to accept any order. If your order has not been accepted, we will contact you to advise the reason why.

In some circumstances our stocks can be exhausted before we are able to update the website, in which event, a refund will be given, or a replacement item offered at your convenience.

## **Payment**

We must receive full payment of the price of the goods before we can dispatch any order. Where you select to pay by credit or debit card we will process your payment at the time of preparing your goods for dispatch through PAYPAL.

If the issuer of your payment card refuses to authorise payment, we will not be liable for any delay or non-delivery.

#### **Pricing**

All prices are displayed on our website in UK pounds sterling and are inclusive of VAT where applicable.

We reserve the right to adjust prices and offers at our discretion at any time before (but not after) we accept your order.

We do our best to make sure that prices are correctly shown but very occasionally an error may occur. If this should happen, we will correct the price and ask you to confirm whether you still wish to purchase the goods at the correct price. If we are unable to contact you, we will at our discretion treat the order as cancelled. We will not be obliged to supply goods at the incorrect price.

#### Stock

Goods are subject to availability. Our site automatically updates each time an item is sold, however in the event that your item is sold out we will contact you as soon as possible.

All sizes and measurements are approximate and intended as a guide, although we do make every effort to ensure they are as accurate as possible.

We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the website are correct at the time they are published on the site. We reserve the right to refuse orders where product information has been published incorrectly, including prices and promotions.

All product images are as accurate as possible, however, due to a number of different factors such as internet browsers, monitor colour contrasts etc, we cannot be held responsible or liable for any differences in colour between the image and the actual product.

As the items are hand-made, we do not guarantee longevity in the condition of any product.

We reserve the right to withdraw products from sale at our discretion, at any time without notice.

#### **Promotions**

We reserve the right at any time, at our sole discretion and without notice to end, suspend, amend or add additional terms and conditions to any promotion.

### Cancellations

Where applicable you can cancel your order in accordance with your rights under the Distance Selling Regulations.

To cancel your order prior to despatch we advise that you contact us by telephone or email as soon as possible after ordering.

For orders cancelled after despatch you must follow our returns procedure. You are responsible for both the outgoing and return postage costs.

Please see our Cancellations section for more details.

#### **Delivery**

Delivery periods are selected to be efficient depending on the postal rates. Due to the small nature of our operation, we aim to ensure that any purchased items are dispatched within 3-5 days of an order. We are not responsible for any delays which occur whilst your goods are in transit with courier or postal services.

In the case of a missing or delayed parcel, we will attempt to locate the parcel in accordance with the procedures set out in the Delivery Section – and dispatch of items via tracked services is the standard for postal or delivery services..

#### **Returns**

You may return your order for an exchange or refund within 28 days of receipt, provided the goods are returned in a perfect condition/unused.

Once you decide to return the goods you must not use them and must take reasonable care of them while they remain in your possession. The goods must be returned to us intact and undamaged as soon as reasonably possible, and within 28 days.

It is your responsibility to pay the postage costs for any items returned to us. We advise that you use a recorded method of carriage for returning your goods and cannot be held responsible for the return delivery – it is essential to have a proper recorded return delivery. We are not responsible for items lost or delayed on their way back to us. In the event of a lost parcel, you as the sender are responsible for processing a claim.

In the case of faulty goods, we will refund your reasonable return postage costs up to the value of UK Second Class tracked deliveries. Or if from abroad, at reasonable normal postal rates (not expensive courier services)

For more information on how to return your order, please see our Returns Section

#### Refunds

All refunds will be processed via your original method of payment for the price of the goods, (excluding postage for the delivery to you initially – except in the event of goods returned because of damage or fault).

Please allow 14 working days for your refund to be processed.

#### **Personalised Goods**

Orders for personalised goods may not be cancelled or returned once they have been ordered or despatched except insofar that they are found to be faulty.

## **Privacy Statement**

At Gr8 4 Colour we respect your privacy and are committed to maintaining it. Our privacy policy statement is given below. If we make changes to this policy, we will notify you by updating this statement on our website.

We comply with the standards, procedures and requirements laid down in the Data Protection Act 1998 to ensure that the personal information you give us is kept secure and processed fairly and lawfully.

What information will we collect and how will we use it?

We collect information about you to enable us to fulfill your order and secondly to provide you with the best possible service.

The type of information we will collect about you includes:

- Your name
- Your address
- Phone number
- Email address used via the order interface, PAYPAL and any other email used for communication

We will never collect sensitive information about you without your explicit consent.

We do not retain personal information and any information we hold will be held securely in accordance with the law.

#### Cookies

A cookie is a piece of information our website will place on your computer's hard drive that can track your movements while you are on the website. It will also recognise you when you visit our website again.

We will only use cookies via the website for the following reasons:

- To ensure that items are placed into your Shopping Basket and orders are processed correctly.
- To us to help you navigate around the site.
- To provide site usage information, which together with purchase information, will further help us improve and develop the products and services we offer to you.

We do not store any information in cookies which could be used to identify you personally, nor are any sensitive details stored in the cookie.

## **Intellectual Property**

All Intellectual Property Rights and goodwill in or relating to the contents of the website and catalogue of items in stock belong to either ourselves or to our suppliers.

Logos, custom graphics and button icons contained on this site are the service marks, trademarks, trade names and/or trade dress of Gr8 4 Colour. All other trademarks, service marks and company names or logos appearing at this site are the property of their respective owners.

The site and all its contents including design, images files, text, articles, the selection and arrangement thereof are the property and copyright of Gr8 4 Colour. All rights are reserved.

### **Disclaimer**

We work hard to ensure that the information on the website or contained in the catalogue is accurate and helpful at all times We do not accept liability for any errors and/or omissions contained in our website or catalogue and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services at any time and without notice.

We do our best to ensure that the website operates properly at all times, but we make no warranties as to the availability or accessibility of the website, and (save as otherwise set out in this disclaimer) we will not be liable for any damages, loss, costs or expenses incurred by you as a result of any lack

of availability or accessibility of the website or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium).

The products sold on Gr8 4 Colour at the webshop 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 site or for any products or services purchased from Gr8 4 Colour.

We cannot be held responsible for material displayed on third party websites or any other written material. The only prices that apply for our products are those stated on our material. We can not vouch for the reliability of prices stated on shopping directories or through any other third party.

Any link (be it a hypertext link or other referral device) used on the website is provided solely for the use and convenience of the visitor. The link does not represent any endorsement or recommendation by us and does not mean that we have any association with the linked website. We are not responsible for the content of any websites that have links with the website or for the legal consequences of your entering into any contracts with the third parties that provide these linked webs

#### General

Nothing within these conditions operates so as to exclude, limit or restrict our liability for death or personal injury.

Where you deal as a consumer, nothing in the above exclusions affects your statutory rights.

We make no representation that this site or its contents are appropriate or available for use in any locations outside of the United Kingdom. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

These terms and conditions shall be governed by and construed in accordance with English Law and it is agreed that the English Courts shall have exclusive jurisdiction in the event of a dispute. If any terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

These terms and conditions set out the entire agreement between you and us in respect of the sale, purchase and use of the goods and the website. They supersede any previous agreement or understanding in relation to the subject matter hereof. They may only be varied where separately agreed in writing between you and us.

## **Return Policy**

Every effort is made to ensure the products are checked for quality. Each item is very unique, and flecks and patches blend in with the colours and patterns on the fabrics and materials used.

Hand-made items can have flecks and patches which are evidence that they are hand-made. We aim to ensure the items are of the highest quality for their kind.

If for some reason an item proves to be faulty and the item is returned within 14 days of receipt in new condition, we will happily arrange for a repair or replacement.

If for any reason you are unhappy with your product. We will be happy to refund the item cost via

paypal on receipt of the item/s concerned.

Please also see GTC (General Terms and Conditions)

# **Shipping rates**

Currently the charge is a flat post and packaging charge per item ordered for UK. For ordering from outside the UK, please email and we can arrange for shipping. We use 'signed for' tracked/delivery to ensure you get your package.

\*\*We will only accept a transaction if the address of your transaction card AND your PAYPAL account are the same.

Items can be ordered and posted to other countries, including New Zealand, USA and Canada. To order an item, please quote the item number via email to: gr84colour@yahoo.com

We will be happy to advise you the shipping rates. After receipt of secure payment via Paypal, we can despatch goods.\*\*