

The Colour Union

RETAIL TERMS AND CONDITIONS OF PURCHASE

1 Acceptance of Terms

1.1 Please read these Terms and Conditions of Purchase (“**Terms**”) carefully as use of this service on the worldwide web directed by the URL www.thecolourunion.com (“**the Website**”) constitutes your acceptance of these Terms. The Colour Union (“**We**” and “**Us**”) reserves the right to update the Terms at any time by displaying amended Terms on the Website. You will be deemed to have agreed to the amended Terms when you next use this Website following any amendment.

2 Information about us

2.1 The Website is operated by us, Zara Siddiqui-Lester Trading As ‘The Colour Union’ Our address is The Studio, 41 Dartmouth Hill, Greenwich, London SE10 8AJ

VAT number is 586 7721 88

3 Your use of this Website

3.1 We endeavour to ensure that the Website is accessible 24 hours a day. However, we will not be liable for any losses that you may suffer if the Website is unavailable at any time or for any period or your access to the Website is interrupted, restricted or delayed for any reason. Please note that access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any reasons beyond our control.

3.2 By placing an order through the Website, you warrant to us that you are:

- (a) legally capable of entering into binding contracts; and
- (b) 18 years of age or over.

4 Shopping Online

4.1 We offer secure on-line transactions. You can select Goods from the Website and add them to your shopping basket. You can monitor your spending by checking the details displayed on your screen at any time.

4.2 When you have finished putting items in your basket you should proceed to the checkout page where you are able to review your selection and delete items if desired.

4.3 To proceed with your order we will ask you for details including your name, e-mail address, and postal address. These details are required in order to process your order and/or to inform you of our acceptance of your order.

4.4 We may, unless you request otherwise, provide your phone number to our couriers for their use in arranging delivery of your order.

5 Price

5.1 The prices payable for Goods that you order are as set out in the Website.

5.2 All prices displayed are inclusive of VAT.

5.3 You may be requested to pay extra for delivery and it might not be possible for us to deliver to some locations.

5.4 Prices are liable to change at any time, but changes will not affect orders already dispatched.

6. Payment

6.1 You can pay online using Sagepay (www.sagepay.com) by credit or debit card (Visa, Delta/Connect, Switch and MasterCard). If you choose to pay using this method, you will be automatically redirected to the Sagepay website during the checkout stages of the Website.

6.2 Alternatively you can pay by credit or debit card (Visa, Delta/Connect, Switch, Mastercard and Maestro) by calling us on 020 8692 7584 Your credit or debit card will be authorised when your order is placed however it will not be charged until the Goods are dispatched to you.

7. Description of Goods

7.1 All descriptions of Goods are displayed and given in good faith by us; however the colours and description of products given is a guide only and may vary slightly. We make every effort to display as accurately as possible the colours and description of the Goods that appear on the Website, however, as the actual colours you see will depend on your computer monitor, we cannot guarantee that your computer monitor's colour display will accurately reflect the colour of the Goods on delivery. We do not in any circumstances accept responsibility for the accuracy or otherwise of the advertisement nor is any kind of warranty expressed or implied by such publication.

8. Buying Goods

8.1 By proceeding through the checkout stages of the Website you are making an offer to us to purchase the Goods. After you have placed an order with us for the purchase of Goods, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted.

8.2 The contract is not concluded between you and us until your order has been processed and dispatched to you.

9 Delivery and Postage

9.1 If you pay online using Sagepay you will receive an electronic receipt of your purchase (in the form of an e-mail), with your reference number against each purchase. If applicable, you should quote that reference number in case of queries. You will also receive a hard copy receipt of your purchase with your Goods.

9.2 Goods will be sent to the address given by you in your order.

9.3 Goods will not be dispatched for delivery by us until we have received full payment for the goods, including any applicable VAT and delivery charges, in cleared funds.

9...4. Orders received through the Website for delivery to UK addresses will usually be processed and dispatched within three to four (3-4) working days, subject to availability of the Goods.

In the event that delivery of your order is delayed due to unforeseen circumstances we shall contact you by e-mail or by telephone to advise you of the revised delivery date for your Goods. Time shall not be of the essence. You should anticipate a longer delivery period where delivery periods incorporate public holidays.

9.5. We offer an standard delivery service of orders for delivery within the mainland UK of three to four days.

9.6 For delivery to addresses outside of the mainland UK delivery charges are available on request. Please phone us on 020 8692 7584 or contact us on email prior to placing your order.

10 Returns and Refunds Policy

10.1 Should the Goods we deliver be faulty or damaged, you should notify us of this in writing or email within seven (7) days of receipt and return the Goods to us promptly in the original packaging within fourteen (14) days.

The Goods will be faulty only where:

- (a) they do not correspond with the design selected;
- (b) they are not made with the fabric you ordered
- (c) there is a manufacturing fault or hidden defect, which was present at the time of delivery.

Goods are not faulty if they become damaged or faulty because of wear and tear, misuse or accidental damage. Please note that we check the quality and workmanship of all Goods very carefully prior to dispatch.

10.2 We reserve the right to refuse to accept returned Goods not in their original condition, at our sole discretion.

10.3 Please note that all returns of Goods are made at your own cost and risk until they are returned safely to us. Therefore, we strongly recommend that UK customers send the Goods by Royal Mail Special Delivery or some other form of insured postage. International customers should send faulty Goods via a prepaid, insured,

traceable method, marking your package clearly as Returned Goods to avoid delays at Customs. Please retain your shipping or posting documentation so that we can complete your request in the event of items being lost in transit.

10.4 We will let you know as soon as we receive the Goods and will then endeavour to process your request for either a refund or replacement as quickly as possible. In some cases this may take several days, so we would be grateful if you could bear with us.

10.5 Goods returned by you within the seven (7) working day period and in accordance with these Terms will be refunded in full, including the cost of sending the item to you.

10.6 If you have requested a refund or a replacement of a lower value than the returned goods, a refund will be credited back to the payment card used to pay for the original order or we shall issue a cheque to you. We will let you know as soon as the refund has been processed.

10.7 If you have requested a replacement of a higher value, any difference due to us will be charged to the card used to pay for the original order or we shall require a cheque to be posted to us to cover the additional amount due.

11 Intellectual Property Rights

11.1 We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

11.2 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

11.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

11.4 Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.

11.5 You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us or our licensors. For the avoidance of doubt, this means that you must not use any images or materials from the Website for use on your website when re-selling the Goods you have ordered.

11.6 If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

12 Statutory Rights

12.1 Your statutory rights are not affected by our returns policy.

13 Title

13.1 We shall retain title to and ownership of the Goods until we have received payment in full of all sums due for the Goods, including any applicable VAT and delivery charges.

14 Risk

14.1 The risk of loss or damage to the Goods shall pass to you upon delivery or attempted delivery of the Goods to the address specified in your order.