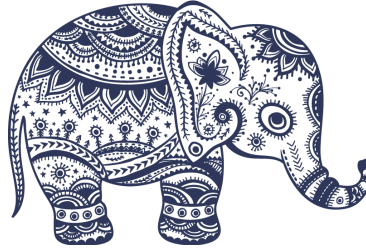


# The Gallery

...at Cobblestone Walk

Unit 5, 74 High Street, Steyning,  
West Sussex BN44 3RD



Helen: 07973 224220

Tracey: 07980 850751

www.cobblestonegallery.co.uk  
admin@cobblestonegallery.co.uk

## Terms of Trade for cobblestonegallery.co.uk

### 1) Supplier identification

- i) cobblestonegallery.co.uk is a Website owned and operated by 'The Gallery ...at Cobblestone Walk' which is owned and operated by Helen Hitchcock and Tracey Eaton and based at:

Unit 5, Cobblestone Walk

74 High Street

Steyning

West Sussex BN44 3RD

Phone: +44 (0) 7973 224220

Email: admin@cobblestonegallery.co.uk

If you need to contact us, please use the details above.

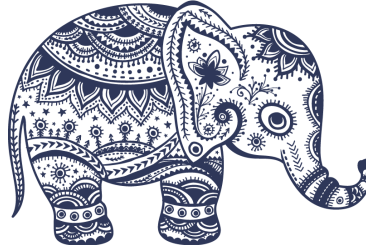
### 2) Make a contract with us

- i) This Website is intended to be accessed or used by users in the UK only and no representation or warranty is made as to whether the information available in this Website complies with the regulatory regime of any other countries from which the pages in this website are accessed.
- ii) When you place an order with us, you are making an offer to buy goods. We will send you an e-mail to confirm that we have received your order.
- iii) If you are paying by PayPal, we will reserve funds sufficient to satisfy the order for three days but not withdraw the funds.
- iv) We will then check that every ordered item is in stock and then recalculate the shipping fees by combining articles, if possible, to reduce the cost to you.
- v) Only at this stage we will actually take the recalculated PayPal payment from the amount that was reserved when you ordered. This amount will not be greater than the actual total on the original order and will hopefully be less. (PayPal reserves 115% of the order price and allows us to increase the order amount by a maximum of 15% if necessary – we will not do this.)
- vi) In the unlikely event that any goods are no longer available, or that we have made a pricing mistake, we will advise you of this. You will not receive an e-mail confirming acceptance of your full order, and there will be no contract between us in respect of these particular items. But we will accept your order for the other items and will send you an adjusted total.
- vii) Images of products on this Website are for illustrative purposes only. Your goods may vary (according to their natural state, method of manufacture, photographic lighting or any other matters outside of our control) from the image shown on the website and will not include any of the pictured accessories, unless stated in the specification of the goods.
- viii) We have made every effort to display as accurately as possible the colours of our products that appear on this Website. However, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the actual goods. Furthermore, colours of our products may vary significantly due to their natural state or method of manufacture and we can only use our best endeavours to match to a required colour.
- ix) Whilst we try to be as accurate as possible, all information provided is approximate and is provided in good faith.
- x) This contract is covered by English law.
- xi) By placing an order with us, you agree to and accept these terms, as well as our Privacy Policy and the Terms of Website Use.

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### 3) How to place an order

- i) You can use our Website to place an order by selecting the product you wish to buy and adding it to your basket. Items you do not require can be removed from your basket at any time. If you prefer to order by telephone you can do so by calling +44 (0) 7973 224220.
- ii) All prices are given exclusive of carriage. Carriage to England, Wales and parts of Scotland (excluding Highlands and Islands) are added at checkout.
- iii) If shipping is required to remote (postcodes IV, HS, KA27-28, KW, PA20-49, PA60-78, PH17-26, PH30-44, PH49-50, ZE) areas and offshore (Northern Ireland, Isle of Man and Isles of Scilly - postcodes BT, IM, TR21-25) portions of the UK, then we will advise you of any additional carriage charges needed, and only when you agree to these additional carriage charges will we accept your order.
- iv) You will be required to pay for the goods in full at the time of ordering. No goods will be despatched until payment has been made in full, and the funds have cleared.
- v) cobblestonegallery.co.uk use a third party payment provider, PayPal, to provide secure online payment services. Use of PayPal is subject to PayPal's own terms and conditions and privacy policy. There are links to these from the PayPal payment pages. You can find out more about PayPal at their website <http://www.paypal.co.uk>. Please be aware if you are paying by a PayPal eCheque these may take up to two weeks to clear.
- vi) Promotional prices only apply during the period stated.
- vii) Once your order has been confirmed, changes may not be possible or may incur additional charges or delays.
- viii) Once your order is complete we will notify you of the dispatch date.

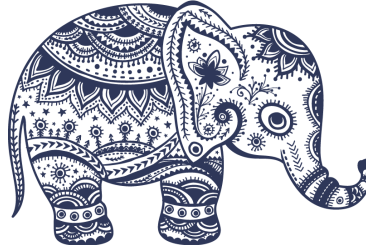
### 4) Carriage and Delivery

- i) Goods will normally be dispatched within 7 working days of accepting an order but any given dispatch date is an estimate, which can change without notice. We will endeavour to give you full and accurate information should delays be foreseen. In any case, orders will be dispatched without undue delay and within 30 days.
- ii) Goods will normally be delivered within 2-3 working days of dispatch.
- iii) If you request expedited delivery, we will advise you if this is possible and at what cost. Provision and payment for this service will constitute a separate contract between us.
- iv) Your order may arrive in more than one delivery.
- v) Smaller items will be sent by signed-for Royal Mail Special Delivery to the premises you specify on your order (which is normally your registered PayPal address). We reserve the right to refuse to deliver to non-registered addresses.
- vi) We will deliver larger items by independent courier to the premises specified on your order under the same terms. You must be at home to accept delivery of your order, which will normally be between 9:00am and 6:00pm Monday-Friday. Where a narrower (or different) time band for delivery is offered or given to us, we will pass this on to you.
- vii) After two failed delivery attempts (or if you are not at home for an agreed delivery) the goods may be returned to us and we reserve the right to charge you an additional re-delivery charge.
- viii) We will not accept responsibility for loss or damage if you instruct the delivery company to leave the goods unattended.
- ix) Please check the goods on delivery - any goods found to be missing or damaged should be notified to the delivery driver at the time of delivery or ourselves within a reasonable time.
- x) If the goods are lost or damaged in transit, please let us know promptly.
- xi) Sometimes, for reasons beyond our control, we may be prevented from delivering your goods as planned. These might include things such as accidents, breakdowns, fire, flood, storm, severe weather, acts of god, war, riot, civil commotion, malicious damage or the default of our suppliers. We will try to put things right as soon as possible. However, we can't be responsible where this causes a delay or failure in delivering your goods.
- xii) Time is not the essence of the contract unless expressly stated otherwise in writing by the Owner.

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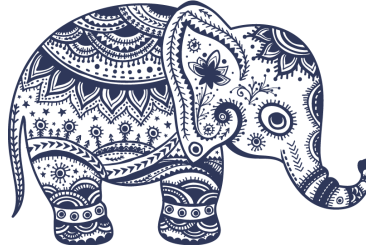
## 5) Cancellation and returns

- i) This policy does not apply to goods ordered by businesses which are exempt from the Consumer Contracts Regulations (formerly the Distance Selling Regulations), or the following goods which are exempt from the right to cancel:
  - i) Any items which have been personalised or modified.
  - ii) Colours/styles outside of the options listed on our Website.
  - iii) Any event tickets for a stated date.
- ii) You can cancel your contract at any time from the moment you make an order up to 14 working days from the day (or presumed day) of delivery. If your order consists of multiple goods, the 14 days runs from when you get the last of the batch. To do this, please e-mail or write to us. You may use our model cancellation form (to be found at the end of this document) if you wish, but are not obliged to do so. We prefer not to accept cancellations by phone, especially where written confirmation does not follow.
- iii) You do not have to give any reason for cancellation. However, a brief explanation will help us to improve the service we offer to customers in the future.
- iv) If you cancel, you must return the goods within 14 working days of cancellation, complete with the original packaging to us and/or our supplier (or any other UK address specified by us). You must ensure that the goods are packaged adequately to protect against damage.
- v) If the goods are being returned through no fault of our own then the cost of returning the unwanted items must be paid by you.
- vi) You may properly examine the goods for 14 working days as you would have done had you visited a physical shop. A deduction from the refund amount will be made if the value of the goods has been reduced as a result of you handling the goods more than was necessary.
- vii) Please note that you may not return the following goods unless they are faulty:
  - i) Any audio or video recordings or computer software if they are unsealed by you.
  - ii) Any consumable items (such as, but not restricted to, herbal products, candles, oils and incense) if they have been used, a tamper-evident seal is damaged or are without their original packaging.
  - iii) Any goods that have been mixed inseparably with other items after delivery.
- viii) We will make all qualifying refunds within 14 working days of cancellation if the goods have not yet been shipped or within 14 days of the receipt by us of the returned goods or within 14 days of the date of providing evidence of returning the goods (for example, a proof of postage receipt from the Post Office), whichever is the soonest.
- ix) Refunds will be made using the same payment method used originally unless expressly agreed between us.
- x) If you fail to return the goods, we reserve the right to collect them, and we will charge you the direct cost of collection. If you fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, we will charge you for the reduction in value.
- xi) Business customers, and other customers exempt from the Consumer Contracts Regulations (formerly the Distance Selling Regulations), may not cancel an order without our mutual agreement.
- xii) This cancellation policy does not affect your legal rights - for example if goods are faulty or misdescribed.

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## **6) Faulty Goods / Guarantee**

- i) If there is a problem with any item of goods, please notify us by email or in writing, providing details of the problem. It will be helpful if you can provide us with a digital photograph of the problem as this perhaps will save you from having to return the goods for inspection. We will deal with the matter in accordance with your legal rights.
- ii) Goods may be covered by a manufacturer's warranty against faulty workmanship and materials, subject to the terms and conditions of that warranty. Any manufacturer's warranty is provided in addition to the rights that the law says you have as a consumer and, accordingly, your statutory rights are not affected.
- iii) If an exchange is necessary, this will be arranged without unreasonable delay and without charge. Replacement goods will not be dispatched until the original goods have been received and checked.
- iv) The cost of returning goods to us is your responsibility. However, upon inspection we will refund your reasonable postage or carriage costs providing that the goods are found to be faulty. If the goods are not faulty we will return them to you, however you will be required to cover our reasonable postage or carriage costs.
- v) If an item is no longer available, we will offer an alternative. However our liability will be to replace the faulty goods only and we are unable to guarantee an exact match due to the nature of the product. In this instance you will have the option of a refund. Refunds will be arranged without unreasonable delay.

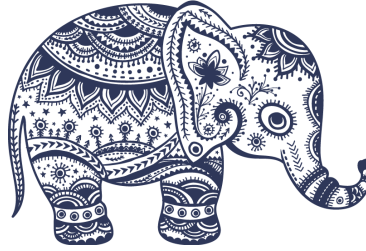
## **7) Legalities and Liability**

- i) The products and services sold on this website have been designed to comply with all relevant UK legislation. We cannot warrant or represent that they comply with any legal requirement outside the UK.
- ii) We reserve the right to change these Terms of Trade without prior notice.

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### **Cancellation and Returns form for [cobblestonegallery.co.uk](http://cobblestonegallery.co.uk)**

I/We hereby give notice that I/We cancel My/Our contract for the following goods:

Order Date:

Date Received:

Customer Name:

Customer Address:

Customer Signature:

Date:

When complete, you may return this form by post to the above address.

Or by scanning and emailing to [admin@cobblestonegallery.co.uk](mailto:admin@cobblestonegallery.co.uk).

If you have any queries you may call us on 07973 224220.

We prefer not to accept cancellations by phone, especially where written confirmation does not follow.