

Sunflower Handbags

TERMS AND CONDITIONS

1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

"You/Your" means the person who purchases and/or receives the Goods from Us;

"Us/We/Our" means Sunflower Handbags;

"Contract" means the contract between Us and You which shall be deemed to incorporate these Terms and the terms on any Order;

"Goods" means the goods detailed in the Order to be supplied by Us to You;

"Order" means the quotation and Terms provided by Us and signed by You describing the Goods requested by You and accepted by Us and detailing the estimated price to be paid and estimated timescales for delivery of the Goods.

2. The Contract

The Contract shall be on these Terms, incorporating the terms on any individual Order You may receive, to the exclusion of all other terms and conditions. If any conflict arises between these Terms and the terms of the Order the terms of the Order shall prevail.

This Contract shall commence when You place an Order and shall terminate upon delivery of the Goods.

3. Risk in and Ownership of Goods

Risk in any Goods supplied shall pass to You on delivery. Ownership in the Goods shall not pass to You until We have received in full cleared funds all sums due to Us in respect of the Goods and all other sums which are or may become due to Us from You on any account. Until ownership of the Goods has passed to You, You shall: hold the Goods on Our behalf; storing them separately from all other goods of Yours or any third party in such a way that they remain identifiable as Our property; not destroy or deface any identifying mark on the Goods or their packaging; and, maintain the Goods in satisfactory condition fully insured.

4. Delivery

Any date or period for delivery shall be considered as indicative only, although it is Our policy to try to fulfill all orders within 30 days.

We will use Our reasonable endeavours to ensure any goods that form part of Your Order conform to Your Order specification, however owing to the nature of the product and processes with which We are dealing some variations may occur, including without limit to colours of materials, for which We cannot be held responsible.

You will be deemed to have accepted all goods upon their delivery by Us to the address specified in the Order.

5. Returns

All Orders must be checked at the time of collection/delivery and if mistakes are found that are as a result of an error by Us, or where damage has occurred during transit, We will make arrangements for the collection and replacement of the incorrect or damaged Goods provided that in the case of damage the items have been proven to Our satisfaction to have been damaged in transit and that We have received notification in writing of the occurrence of the damage including a description of its nature and extent.

Mistakes/damage discovered after this time cannot be rectified.

6. Guarantee

We will guarantee the Goods for a period of 3 months from delivery of the Services.

We will not be liable for any claims under this guarantee where the goods are found to have been used and/or stored other than in accordance with Our guidelines or as would be reasonable to expect goods of a similar nature to

be used and/or stored, or where any faults are as a result of general wear and tear. If You wish to make a claim under this warranty, You must notify Us by phone or email quoting the Order reference number.

7. Price and Payment

The price for the Goods will be set out in the Order and excludes the cost of delivery which if requested will be listed separately. The price for the Goods is exclusive of any taxes including without limit VAT, which if applicable will be listed separately.

Payment will be required in full as soon as the order is placed.

Payment must be made by cash, cheque payable to Sunflower Soft Furnishings, or via bank transfer. Bank details for direct bank transfers can be made available on request. Once an Order has been accepted in writing by Us the cancellation terms contained below apply.

8. Limitation of Liability

Neither party shall have any liability for any indirect or consequential losses or expenses, including but not limited to loss of or damage to anticipated profits, contracts, reputation, goodwill, labour costs or losses or expenses arising from 3rd party claims.

Notwithstanding the above clause and save in the case of death or personal injury caused by the negligence of Ourselves, for which Our liability shall be unlimited, Our liability under this agreement shall be limited to the price paid by You for the Goods.

9. Cancellation

Except in the case of perishable or personalised Goods, You have the right to cancel this agreement by notice at any time within seven days of the date of delivery of the goods to You without further liability to us, save that You must return the goods to us, undamaged and with all packaging intact.

In the case of perishable or personalised Goods You will not be entitled to receive a refund.

The date on which the letter/call/email is received by Us will be deemed as the date the request has been made.

10. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

11. General

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

You may not vary this agreement unless it is specifically agreed in writing and signed by Us. We may vary this Agreement by notifying You in writing of the proposed variation, such variation will be deemed accepted if We do not receive a response from You within 15 days.

These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.