



HAMILTON WESTON WALLPAPERS LTD - TERMS AND CONDITIONS: CUSTOMER

Please read all these terms and conditions

Application

1. In accordance with the order form we have sent you (the **Customer** or **you**) and your delivery of the form back to us (**Order**) Hamilton Weston Wallpapers Limited, a company registered in England and Wales under No. 02063131 whose registered office is 1 The Old Stables, Eridge Park, Tunbridge Wells, Kent, TN3 9JT with email address info@hamiltonweston.com; telephone number +44 (0) 20 8940 4850 (**we** or **us**).
2. Our acceptance of your Order will take place when we write or email to you to accept it, at which point a contract will come into existence between you and us containing these Terms and Conditions for the goods you have ordered (**Goods**). The Order and these Terms and Conditions will constitute the entire agreement between us and you (**Contract**). If you are not sure about anything, please call us on + 44 (0) 208 940 4850.
3. These are the Terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions.

Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. **Contract** means the legally-binding agreement between you and us for the sale and purchase of the Goods;
6. **Delivery Location** means our premises or other location where the Goods are to be supplied, as set out in the Order;
7. **Goods** means any goods that we supply to you, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Goods from us as set out in paragraph 1 above.

Goods

9. The description of the Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in colour or size within normal industry tolerances as each paper is printed to order.
10. In the case of Goods made to your special requirements, it is your responsibility to ensure that any information you provide is accurate.
11. We accept no responsibility for quantifying required amounts and papers must be hung by qualified experts.

Basis of Sale

12. The description of the Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Goods.
13. When an order has been made by you (**Order**), we can accept it or we can reject it for any reason, although we will try to tell you the reason without delay.
14. A contract with us will be formed by you for the Goods ordered (**Contract**), when we send an email to you saying that the Order has been accepted.
15. Any quotation is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
16. No variation of the Contract, whether about description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by you and us in writing or is in accordance with these terms and conditions.



Price and Payment

17. The price of the Goods and any additional delivery or other charges for the Goods, and the total price of them and the charges, is that set out in our price list current at the date we accepted the Order or such other price as we may agree in writing and as shown on your quotation and pro forma invoice.
18. Prices and charges include VAT if applicable at the rate at the time of the Order.
19. The price of delivery is shown separately on the invoice.
20. Any local taxes or duties applicable are your responsibility to pay to us as part of the price of the Goods.
21. All invoices are raised in pounds sterling.
22. Payment for Goods must be made in advance and made prior to production of the goods. You may pay by bank transfer, or credit/debit card through WorldPay.

Delivery

23. We make every effort to deliver the Goods to the Delivery Location by the time or within the period agreed, or failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered or as otherwise agreed in your Order. We may not be able to deliver your Order if a situation happens under clause 29 because of an event outside our control.
24. Unless it is due to an event outside our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
 - a. we have refused to deliver the Goods, or
 - b. if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or
 - c. if you told us before the Contract was made that delivery on time was essential; or
 - d. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
25. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract. If the Goods have been delivered, you must return them undamaged to the address we state or allow us to collect them from you and we will pay the costs of this.
26. Goods may not be cancelled once payment has been received and Goods put into production as all items are made to order. Your rights to terminate where we are at fault under clause 23 and 24 above or clauses 35 and 35 below still apply.
25. If you or your representative fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
26. The Goods will become your responsibility on completion of delivery or you collecting them from us. You must, if reasonably practicable, examine the Goods before accepting them and notify us of any defects within 7 days of receipt of the Goods and prior to installation.
27. If any Goods form a commercial unit as set out in the our price list or your quotation from us (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot terminate the Order for some of those Goods without also terminating the Order for the rest of them. If you do seek to terminate and it is not possible to do so under clause 23 and 24 above or clauses 35 and 35 below then you will forfeit your payment.
28. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them. We deliver worldwide but we are not responsible for any import duties or other taxes outside the UK.

Events Outside Our Control

29. If our supply of the Goods is delayed by an event outside our control (for example: fire, flood, customs delays or communications or transport failures or any other event that is beyond our control which delays the arrival of any goods which make up your order for your Goods and/or our performance of this Contract) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Goods you have paid for but not received.



Risk and Title

30. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.
31. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Conformity

32. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
33. Upon delivery, the Goods will:
- be of satisfactory quality,
 - be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us which we have agreed in the Order form is the case. We do not guarantee that the Goods will not fade or discolour due direct sunshine or UV exposure or extreme heat; and
 - conform to their description within usual industry standards.
34. It is not a failure to conform if the failure has its origin in your materials.
35. Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the Goods repaired or replaced or to get some or all of your money back), see clause 38 below; or
 - If you want to end the Contract because of something we have done or have told you we are going to do see clause 37 below.
36. In all other cases (if we are not at fault and there is no right to change your mind) you can still end the Contract before it is completed, but you may have to pay us compensation. A contract for Goods is completed when the Goods are delivered and paid for.
37. If you are ending the Contract for a reason set out at (a) to (e) below the Contract will end immediately and we will refund you in full for any Goods which have not been delivered or collected by you and you may also be entitled to compensation. The reasons are:
- we have told you about an upcoming change to the Goods or these terms which you do not agree to;
 - we have told you about an error in the price or description of the Goods you have ordered and you do not wish to proceed;
 - there is a risk that supply of the Goods may be significantly delayed because of events outside our control;
 - we have suspended supply of the Goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 180 days; or
 - you have a legal right to end the contract because of something we have done wrong (including because we have delivered late).

Summary of your legal rights

38. We are under a legal duty to supply Goods that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Goods. Nothing in these terms will affect your legal rights.

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says your Goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Goods your legal rights entitle you to the following:

- up to 30 days from delivery or collection: if your goods are faulty, then you can get an immediate refund.
- up to six months from delivery or collection: if your Goods can't be repaired or replaced or you have asked us and we cannot repair or replace them, then you're entitled to a full refund, in most cases.
- up to six years from delivery or collection: if your Goods do not last a reasonable length of time you may be entitled to some money back.

If you deliver Goods back to us you must do so to the address we tell you and the Goods must be undamaged and in good condition unless we have caused the damage.



Privacy

39. Your privacy is critical to us. We respect your privacy and comply with The General Data Protection Regulation 2018 with regard to your personal information. We will only use your personal information as set out in our Data Protection Policy
40. For the purposes of these Terms and Conditions:
- 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
 - 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
41. We are a Data Controller of the Personal Data we Process in providing the Goods to you.
42. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
- before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - we will only Process Personal Data for the purposes identified;
 - we will respect your rights in relation to your Personal Data; and
 - we will implement technical and organisational measures to ensure your Personal Data is secure.

For any enquiries or complaints regarding data privacy, you can contact Georgina Hamilton, Director at the following e-mail address: info@hamiltonweston.com.

Excluding liability

43. We do not exclude liability for:
- any fraudulent act or omission; or
 - for death or personal injury caused by negligence or breach of our other legal obligations.

Notwithstanding this, if we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We are not liable for losses (eg loss of profit) if in fact you are not acting as a consumer for example and claim loss to your business, trade, craft or profession.

Governing law, jurisdiction and complaints

44. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
45. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
46. We try to avoid any dispute, so we deal with complaints as follows: Should a dispute arise customers should contact Hamilton Weston Wallpapers directly. We aim to resolve all disputes within 5 working days and where appropriate will seek to use the British Institute Interior Design dispute resolution service or a mediator they recommend.