

THE CONRAN SHOP – TERMS & CONDITIONS

www.conranshop.co.uk

The terms and conditions apply to the use of this Website and by using this Website you agree to be bound by the terms and conditions set out below. If you do not agree to these terms and conditions you may not use or access this website. We advise all our customers to carefully read our Terms and Conditions prior to placing an order, to avoid any inconvenience for either party.

If you have any questions relating to these terms and conditions, please contact our Customer Service team by email – customerservices@conranshop.com, or call us on 0344 848 4000 Monday to Friday, 08:30 – 18:00.

Website Registration

When you place an order, or register as a customer the personal information which you are required to provide must be true, accurate, current and complete in all respects. You must notify us immediately of any changes to the personal information by contacting us by email on customerservices@conranshop.com. For more details on how we collect your personal data and what we do with it, please consult our privacy policy.

Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of conditions by you or any other liabilities arising out of your use of this website, or by the use of any other person accessing the website using your shopping account and/or your personal information.

Prices & Payment

1. Prices for products as displayed on the website include UK VAT (where applicable) at the current rate and exclude any delivery charges.
2. We reserve the right to amend prices at any time.
3. Should the occasion arise that the incorrect price for a product is displayed on the website due to a system glitch or human error, we reserve the right to cancel any orders made for products at the incorrect price and refund all monies that have been paid. We are not obliged to honour the incorrect price in any future orders. In the unlikely event that this should occur we will contact you to advise of this as soon as possible.
4. You must pay in full for the products (including any applicable delivery charges) at the time of placing your order.
5. We endeavor to provide you with an accurate shipping cost at the time you place your order. We do, however, sell some large and heavy products that may require a more specialized delivery service than our regular two-man furniture delivery. Once you have placed your order, we will contact you to advise you of any extra cost involved in delivery before we continue to process your order.
6. Please note that all orders to the following postcodes AB, BT, DD, FK, GY, HS, IM, IV, JE, KA27, KW, KY, PA20-88, PH, PO30-41, ZE and Islands may be subject to additional delivery charges and we will contact you to advise you of this before your order is processed.
7. Ownership in the products we supply to you will not pass until we have received all sums due (including delivery charges).

Ordering

1. The Order Confirmation Email is not an acceptance of your order and does not indicate you have entered into this contract. You will enter into a contract with, and your order is deemed to be accepted by The Conran Shop at the point at which goods are dispatched via courier, a Home Delivery date is agreed, or you are notified that Click & Collect orders are ready for collection.
2. We will send you an Order Confirmation email detailing the products you have ordered including price and the leadtime shown at the time of ordering. Should there be any error, or you do not receive an Order Confirmation please email as soon as possible at customerservices@conranshop.com.
3. Payment for your order will be charged when you place the order.
4. The lead time or delivery date given at the time of placing the order are estimates only based upon the best available information concerning manufacturer's lead times and transportation time and these are considered as accepted by the customer.
5. Non-acceptance of an order may be a result of one of, but not limited to, the following conditions:
 - a. The products you ordered are unavailable from stock.
 - b. The supplier has discontinued the products you have ordered.
 - c. Our inability to obtain authorisation for your payment.
 - d. Your order has not passed our fraud screening process
 - e. The identification of a pricing or product description error.
 - f. You are purchasing an age restricted product and we are not able to verify that you are over the required age.
 - g. An item is unable to be shipped overseas to your given delivery address, due to transport or import restrictions?
6. The contract will be conducted in English.

International Orders

1. For customers purchasing from outside mainland UK the shipping costs shown on the website and Order Confirmation are given as an estimate only. We endeavor to give the most accurate price, but due to variance in size and weight of our goods, shipping can incur additional charges.
2. If there is a difference in the shipping costs, we will contact you either by e-mail or telephone to advise you of the costs and discuss the options.
3. For customers purchasing goods to be shipped outside the EU, VAT will be deducted from the order at checkout, once you have filled in the billing information. Upon delivery to these countries you may be liable for import duty and local taxes on your order, which will need to be paid to the carrier or local tax office before they will release the goods.
4. We advise that all International customers contact their local tax office if they require more information about this: we regret that The Conran Shop is unable to offer guidance on such duties or taxes.

Cancellation & Returns

We want you to be completely satisfied with your purchase and if for any reason the items you have ordered do not meet your expectations we will be happy for you to exchange these for another item of the same value or refund you in full.

The Consumer Contracts Regulations 2013 offers you the following cancellation rights when you buy online or by phone:

1. You have the right to return your order within 28 days of the date the order is delivered to you or your representative.
2. Items that are unable to be cancelled or returned unless damaged or faulty include bespoke furniture or lighting, flat-packed items that have been assembled, items that are made to order or personalised, media items where the seal has been broken, toiletries that have been opened, perishable items, and personal items such as earrings, underwear and swimwear.
3. Please be aware that the costs of returning unwanted items that are not faulty or damaged are your responsibility.
4. If the items are too large to be sent through the post please contact us via email or phone and we can arrange a courier to collect the goods which will be chargeable if the goods are not faulty or damaged.
5. We will reimburse to you the amount in relation to goods to which cancellation rights apply, via the method used to pay for the original transaction. This includes the cost of delivery (except for the supplementary costs arising if you choose a type of delivery other than our standard and least expensive method of delivery).
6. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement no later than 14 days after the day we receive back from you any goods supplied.
7. Please return your goods to us in the exact condition you received them, including original packaging, to Customer Services Team, The Conran Shop, 3 Flatten Way, Syston, Leicestershire, LE7 1GU

Delivery Service – Furniture and Bulky Orders

Access

1. It is your responsibility to ensure that the goods you are purchasing can be delivered into the property and within the area of intended use. You should check that the goods will fit up stairways, through doorways and any awkward or restrictive space. The Conran Shop is not responsible should the goods not fit into your property.
2. Should a delivery fail due to the goods not being able to fit into the property we will take the goods back to our warehouse until you can provide us with an alternative delivery address. It will be deemed that you have taken delivery of your order and you will be liable for storage fees and any the cost of any additional delivery attempts.
3. If you have any concerns about access we offer an Access Inspection, undertaken by our delivery team. We advise that you request this before or immediately after placing your order by contacting customerservices@conranshop.com, or by calling 0344 848 4000.
 - a. The cost of the Access Inspection is £50.00.
 - b. If, due to an error on the part of the delivery team, the goods you've ordered do not fit into the premises upon delivery, we will work with you to find a solution at no additional cost to you. Should the order need to be cancelled we will refund all monies including the delivery and access check charge. We will not be obliged to offer any additional compensation for inconvenience caused or fees to other contractors you may have booked (e.g. electricians).
4. Our delivery teams are unable to remove doors, windows or any other fixtures to facilitate the delivery. Should this be required we may be able to supply details of specialist companies in your area who will be able to assist you with this.
5. Delivery teams are unable to attach goods to walls or install any electrical goods. Should this be required we may be able to supply details of specialist companies in your area who will be able to assist you with this.

Delivery

1. When your order is shipped from our warehouse via courier, we will send you a dispatch confirmation email containing tracking information.
2. For products being delivered by our Home Delivery team (i.e. larger furniture items), you will be contacted in advance to arrange a convenient date to deliver your order.
3. When a Click & Collect order is available for collection you will receive an email or telephone call advising you of this.
4. A delivery can only be arranged once any outstanding balance has been settled.
5. For home delivery service, our delivery teams will deliver the goods to the room of your choice and, if required, will unpack, take away the packaging, assemble the goods and place in situ.
6. You or your representative accepting the delivery will be asked to sign the Delivery Note. Please ensure that you or your representative have inspected the goods thoroughly before signing as the Conran Shop cannot be held liable for any damage reported once the delivery team has left the premises.

7. Should there be any problem with your delivery please call our Customer Services Team on 0344 848 4000 before the delivery team leave and they will work on a solution to resolve the problem. Please record any problems on the delivery note.
8. If you are receiving a courier or drop off service you should only accept and sign for the goods if the packaging is undamaged.
9. Any claims for damage to the goods must be reported within 24 hours of receiving the delivery by emailing customerservices@conranshop.com or calling 0344 848 4000. Failure to make such claims within the specified time constitutes acceptance of the merchandise and quality of the goods. If you are not accepting the delivery please ensure that this is recorded on the delivery note and you contact our Customer Service team so we can work on resolving the problem.

Description of Products

1. Unless explicitly stated, all our goods are suitable only for general domestic use.
2. The Conran Shop takes all reasonable care to ensure that the product descriptions and details appearing on the Website are correct at the time that the product was first published on the website.
3. Although we aim to keep the Website as up to date as possible, the information at any particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a Product until your order is accepted in accordance with our Order acceptance policy.
4. While every effort has been made to portray items accurately through detailed imagery, variations may occur. Reproduction of colours is as accurate as photographic and publishing processes will allow and there may be variations in colours dependent on the calibration and settings of individual screens or browsers.
5. If you purchase the same goods under two or more orders, we cannot guarantee that the goods supplied will be from the same batch and be an exact colour match.
6. Wood, stone and leather are natural materials and as such there are natural variations in the colour, grain and texture over which The Conran Shop have no control and cannot guarantee that the goods you receive will be exactly as the display product, website or catalogue image.
7. All measurements given are approximate.

Age Restrictions

1. If you are under 18 you may use this Website only under the supervision of a parent or guardian.
2. By law we cannot sell knives, alcohol or tobacco to persons under the age of 18. It is illegal to buy restricted products if you are under age, or to buy restricted products for someone else who is under age.
3. By placing an order for an item that by law we are only permitted to sell to customers who are 18 years or older, you are confirming to us that you are 18 years or older.

Intellectual property and right to use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Limitation of liability

While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

You agree that, fully permitted by applicable law, we will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances, for any of the following Conditions:

1. Interruption of business
2. Access delays or access interruptions to the Website
3. Data non-delivery, mis-delivery, corruption, destruction or other modification
4. Loss or damages of any sort incurred as a result of dealings with or the presence of off-Website links on the Website
5. Computer viruses, system failure or malfunction which may occur in connection with your use of the Website, including during hyperlinks to or from third party websites
6. Any inaccuracies, omissions or misleading, false or deceptive statement in the content
7. Events beyond our reasonable control

Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

Entire agreement

These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what The Conran Shop and you are expected to do. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation. Your Statutory Rights are not affected by these terms and conditions. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

Law

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

Legal identity

The Conran Shop is the trading name of The Conran Shop Ltd.

The site is owned and operated by The Conran Shop Ltd. registered in England and Wales, company number 1217186.

The registered office is 22 Shad Thames, London, SE1 2YU

Any other questions?

If you have any questions on any aspect of The Conran Shop please contact us:

Email:

customerservices@conranshop.com

Phone:

UK: 0344 848 4000

International: +44 (0) 116 269 1083

Post:

Customer Service Team

The Conran Shop

3 Flatten Way

Syston

Leicestershire

LE7 1GU