

## MAIL ORDER – TERMS AND CONDITIONS

### **1. Application of terms**

By placing an order either over the telephone or on the internet, you accept these terms and conditions. No other terms and conditions shall apply unless agreed by us.

### **2. Orders**

- 2.1 All orders are subject to availability.
- 2.2 We will acknowledge your order in writing within 2 working days
- 2.3 Our order line is open between 10am and 5pm Monday to Friday  
020 7751 0865

### **3. Description and Quality**

- 3.1 The quantity and description of the goods will be as set out in our acknowledgement of order;
- 3.2 Every effort is made to ensure that the goods we supply correspond as closely as possible to our photographed samples, but due to the handmade nature of many of our products there might be slight variations.

### **4. Price and payment**

- 4.1 The price of the goods will be the price set out in our current catalogue at the date of the order, unless we agree otherwise.
- 4.2 All prices are inclusive of VAT but exclusive of delivery costs or charges, as stated in the catalogue.
- 4.3 We reserve the right to alter prices either up or down, including any variations to the rate of VAT. You will be notified when placing your order of any changes.
- 4.4 Goods will be dispatched on full payment of cleared funds
- 4.5 We only accept the following methods of payment: Visa, Mastercard, Delta and Switch.
- 4.6 Payment must be made in full when placing your order.

### **5. Delivery, Returns and Cancellations**

- 5.1 All standard delivery items will be dispatched within 5 working days of payment and delivery during working hours.
- 5.2 We cannot guarantee time of delivery.
- 5.3 You will be required to sign for your delivery.
- 5.4 Our standard delivery charge of £8 applies to UK mainland only.
- 5.5 Our terms, conditions and guarantees do not apply once the goods are removed from mainland UK.
- 5.6 We are not responsible for any import duty or tax on goods delivered anywhere outside mainland UK.
- 5.7 In the rare event that goods are delivered faulty or damaged please contact us on receipt of goods on 020 7751 0865 or by emailing

[info@scarlettwillow.co.uk](mailto:info@scarlettwillow.co.uk) and we will arrange a replacement or full refund.

- 5.8 If for any other reason you wish to cancel this order or are unhappy with your goods, please return the goods within 14 days of receiving the goods to SCARLETT WILLOW, 3M Cooper House, 2 Michael Road, London, SW6 2AD. Providing the goods are in a completely saleable condition and in their original packaging, we will issue a full refund.
- 5.9 Any refunds will be issued to the card used when placing the order.
- 5.10 The cost of returning the goods is your responsibility and the goods are your responsibility until they arrive at the warehouse.

## **6. Risk and Title**

- 6.1 You accept responsibility for looking after the goods from delivery.
- 6.2 You will own the goods once full payment and the cleared funds is received by us.

## **7. Limitation of Liability**

- 7.1 Except for any injury or death caused by our negligence; or misrepresentation or fraud, our only liability to you under these terms and conditions will be to choose to a) make good any shortage or non delivery or b) to replace or repair our goods which are received in a damaged or defective state or c) to refund to you any sums paid by you for the goods in question
- 7.2 We will not be liable for goods that differ slightly from our photographed samples.
- 7.3 Our liability for breach of contract is limited to the purchase price of your order.

## **8. Force Majeure**

If we are prevented from delivering your goods for any reason beyond our control we will notify you and defer the date of delivery.

## **9. Jurisdiction**

This contract is governed by the laws of England and Wales and any dispute must be referred to the courts of England and Wales.

Registered name: Scarlett Willow Limited    Registered number: 4984144  
Registered office: 3M Cooper House, 2 Michael Road, London SW6 2AD  
Vat registration number: 832492917