

## **HECTOR & HADDOCK: TERMS AND CONDITIONS**

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This document tells you the terms and conditions on which we supply the products (**Products**) listed on our website [www.hectorandhaddock.com](http://www.hectorandhaddock.com) (**our site**). Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from us. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them or, if you are ordering bespoke Product(s), you will be asked to confirm by email or on the telephone that you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from us.

### **1. INFORMATION ABOUT US**

Hector & Haddock is the name of the business run by Justine Wall as a sole trader, registered at Suite 3, Pyramid House, 59 Winchester Road, Four Marks, Hampshire GU34 5HR.

- 1.1 Justine Wall operates the website at [www.hectorandhaddock.com](http://www.hectorandhaddock.com).
- 1.2 Our site is only intended for use by people resident in the United Kingdom. We therefore do not accept orders from addresses outside the United Kingdom.

### **2. YOUR STATUS**

By placing an order through our site, via email or the telephone, you warrant that:

- (a) you are legally capable of entering into binding contracts;
- (b) you are at least 18 years old; and
- (c) you are resident in the United Kingdom and are accessing our site from the United Kingdom.

### **3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 3.1 After placing an order through the site, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted.
- 3.2 All orders constitute an offer to us to buy Product(s). All orders are therefore subject to acceptance by us. An order (whether placed through the site, by email or on the telephone) will only be accepted once we have confirmed to you that we can provide it. This confirmation will be sent to you by e-mail (**Order Confirmation**).

The contract between us (**Contract**) will only be formed when we send you the Order Confirmation.

- 3.3 The Contract will relate only to those Product(s) we have confirmed we are able to supply in the Order Confirmation. We will not be obliged to supply any other Product(s) which may have been part of your order until we have confirmed that we can supply those Product(s) in a separate Order Confirmation.

#### **4. CONSUMER RIGHTS**

- 4.1 If you are a consumer, unless it is for bespoke Product(s) (as described in clause 4.4 below), you may cancel a Contract at any time within seven working days, beginning on the day after you received the Product(s). In this case, you will receive a full refund of the price paid for the Product(s) in accordance with our refunds policy (set out in clause 8 below).

- 4.2 You must inform us in writing that you wish to cancel the Contract. You must also return the Product(s) to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Product(s) while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

- 4.3 We strongly recommend that you return the Product(s) in appropriate packaging (preferably the packaging in which it came), use a 'signed for' delivery method and obtain proof of postage.

- 4.4 The following Products are bespoke and you will therefore not have any right to cancel a Contract for the supply of any of:

- Phrase Pictures
- Motif Pictures
- Any other bespoke, customised or personalised pictures or products

- 4.5 These provisions do not affect your rights at law as a consumer. If you have any questions or need any advice in relation to your legal rights you should speak to a solicitor or contact the Citizen's Advice Bureau.

#### **5. AVAILABILITY AND DELIVERY**

- 5.1 Unless we notify you otherwise by email, your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then the delivery date will usually be within the following timescales:

- (a) Double hearts: 4-5 days from the date of the Order Confirmation

- (b) Triple and quad hearts, and similar: 6-7 days from the date of the Order Confirmation
- (c) Anchors, birds and similar motifs: 6-7 days from the date of the Order Confirmation
- (d) Short phrase pictures: 10-12 days from the date of the Order Confirmation
- (e) Longer phrase pictures: 2-3 weeks from the date of the Order Confirmation

Please note that these are approximate time scales. If the delivery date is going to be after the end of these time scales or after the date set out in the Order Confirmation we will notify you by email.

5.2 Please note that we cannot dispatch any Product(s) to you until we have the full postal address (including post code). You must therefore provide the full postal address (including the post code) to us by email as well as completing it as part of the payment process.

## **6. RISK AND TITLE**

6.1 The Product(s) will be yours and will therefore be your responsibility from the time of delivery.

## **7. PRICE AND PAYMENT**

7.1 We will not dispatch any Product(s) or, if it is a bespoke, customised or personalised Product(s), we will not start work on it, until payment in full has been received.

7.2 The price of the Product(s) and our delivery charges will be as quoted on our site from time to time or as notified to you by us in an email, except in cases of obvious error.

7.3 Hector & Haddock is not VAT registered. Our prices are therefore exclusive of VAT but no VAT will be payable.

7.4 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

7.5 If the pricing error is obvious and unmistakeable and could have reasonably recognised by you as an error, we do not have to provide the Product(s) to you at the incorrect (lower) price.

7.6 Payment for all Product(s) must be by PayPal or our online payment facility.

## **8. OUR REFUNDS POLICY**

8.1 If you return Product(s) to us:

- (a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 4.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the Product(s) in full, and any applicable delivery charges of sending the Product(s) to you. However, you will be responsible for the cost of returning the Product(s) to us.
- (b) for any other reason (for instance, because you consider that the Product(s) are defective), we will examine the returned Product(s) and, if it is or any of them are defective, will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund. We will refund the price of a defective Product(s) in full, any applicable delivery charges of sending the Product(s) to you and any reasonable costs you incur in returning the Product(s) to us.

8.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## **9. WARRANTY**

We warrant to you that each Product purchased from us will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for the purposes for which products of that kind are commonly supplied. However, please note, that all our Products are hand-made and are made using recycled vintage materials. They will therefore be worn, faded, torn or show other signs of wear and tear. They may therefore also vary from the picture and/or description on our site or otherwise provided to you.

## **10. OUR LIABILITY**

10.1 Subject to clauses 10.2 and 10.3, if either of us fails to comply with these terms and conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which were, at the time we entered into the Contract, a foreseeable consequence of the failure to comply with these terms and conditions.

10.2 We only supply the Product(s) for domestic and private use. You agree not to use the Product(s) for any commercial, business or re-sale purpose, and we have no

liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.3 Nothing in these terms and conditions excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any deliberate breaches of these terms and conditions that would entitle you to terminate the Contract; or
- (f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

## **11. COMMUNICATIONS**

11.1 The law requires that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically complies with any legal requirement that such communications be in writing. This condition does not affect any of your legal rights. If you have any questions or need any advice in relation to your legal rights you should speak to a solicitor or contact the Citizen's Advice Bureau.

## **12. NOTICES**

All notices given by you to us must be given to Hector & Haddock at [info@hectorandhaddock.co.uk](mailto:info@hectorandhaddock.co.uk). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 11 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

**13. EVENTS OUTSIDE OUR CONTROL**

13.1 Notwithstanding any other provision of these terms and conditions, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (an **Extraordinary Event**).

13.2 An Extraordinary Event includes any act, event, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) the legislation, regulations or restrictions of any government; and
- (g) pandemic or epidemic.

13.3 Our performance under any Contract is deemed to be suspended for the period that the Extraordinary Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Extraordinary Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Extraordinary Event.

**14. SEVERABILITY**

If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

**15. ENTIRE AGREEMENT**

15.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of the Contract.

15.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

15.3 You agree that our only liability in respect of the warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.

15.4 Nothing in this clause limits or excludes any liability for fraud.

**16. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

16.1 We have the right to revise and amend these terms and conditions from time to time.

16.2 You will be subject to the terms and conditions in force at the time that you place an order for Product(s) with us, unless any change to these terms and conditions is required to be made by law or governmental authority (in which case such change will apply to any order already placed by you).

**17. THIRD PARTY RIGHTS**

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

**18. LAW AND JURISDICTION**

Contracts for the purchase of Product(s) and any dispute or claim arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.