

# Terms and Conditions - v20

Little Heidi's Homes

13-07-2019

## TERMS AND CONDITIONS

This page contains the terms and conditions. Please read these terms and conditions carefully 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. If you are not sure about anything, just contact us via [info@littleheidishomes.com](mailto:info@littleheidishomes.com)

The terms and conditions on this page may be updated, changed or replaced in part or full, without prior notice to you. It is your responsibility to check and read these terms and conditions and ensure you understand them before making a purchase. The last date of update can be found at the foot of this page.

## APPLICATION

1. These Terms and Conditions will apply to the purchase of the goods by you (the Customer or you). We are 'Little Heidi's Homes' which is Anna Mitchell with email address [info@littleheidishomes.com](mailto:info@littleheidishomes.com); telephone number 07734408514; (the Supplier or us or we).
2. 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. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

## GOODS

3. The description of the Goods is as set out in the Website or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied. Due to the handmade nature of some products, there may be slight variations to the product you receive. Additionally, equipment you use to view product images may alter the appearances, colours, textures or finishes and therefore these elements cannot be guaranteed. **YOU SHOULD UNDERSTAND THAT ALL PRODUCTS SOLD ON THIS WEBSITE ARE MINIATURE AND NON-FUNCTIONAL UNLESS OTHERWISE STATED.**
4. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
5. All Goods which appear on the Website are subject to availability.
6. Prices for items are subject to change without notice. We reserve the right to, at any time, modify or discontinue any part of the service that we offer, or any part of content thereof, without any notice to you. We accept no liability to you or to any third-party for any modification, price change, suspension or discontinuation of the service.

## BASIS OF SALE

7. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
8. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
9. When you place an order, you will receive an email confirming the details of your order. This email is not confirmation that your order has been accepted by us. A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order Dispatch.
10. We reserve the right to refuse service to anyone, for any reason, at any time.
11. You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.
12. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
13. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is

not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

#### PRICE AND PAYMENT

14. The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.

15. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

#### DELIVERY

16. We will deliver the Goods, to the Delivery Location by the time or within the agreed period 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 into.

17. In any case, regardless of events beyond 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 if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
- b. 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.

18. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

19. If you or your nominee 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.

20. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

21. Please note that local charges (sales tax, customs duty) may occur, depending on your region and local customs duties. These charges are at the customer's own expense.

#### RISK AND TITLE

22. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

23. 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.

#### WITHDRAWAL, RETURNS AND CANCELLATION

Please contact us via email or post if you wish to cancel or return your order.

Contact details and a model cancellation form are provided at <https://littleheidishomes.myonline.store/c-4860775/returns-and-cancellations/>

a. This is a distance contract (as defined below) which has the cancellation rights (Cancellation Rights) under the Consumer Rights Directive, as set out below. These Cancellation Rights, however, do not apply, to a contract for goods that are made to your specifications or are clearly personalised.

c. THE RIGHT TO CANCEL DOES NOT APPLY TO CUSTOM ORDERS. Bespoke, customised or personalised items can only be returned and refunded if faulty.

#### RIGHT TO CANCEL

24. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days of receiving the goods, without giving any reason.

25. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

26. A model cancellation form is provided at <https://littleheidishomes.myonline.store/c-4860775/returns-and->

cancellations/

#### EFFECTS OF CANCELLATION IN THE CANCELLATION PERIOD

27. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of basic delivery (i.e. excluding supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). If an order has been dispatched, the cost of return postage is the responsibility of the customer.

#### DEDUCTION FOR GOODS SUPPLIED

28. 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 (ie handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: eg it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

#### TIMING OF REIMBURSEMENT

29. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:

- a. 14 days after the day we receive back from you any Goods supplied, or
- b. (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.

30. If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.

31. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

#### RETURNING GOODS

32. If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods or hand them over to us at 37 New Street, Kenilworth Warwickshire, CV8 2EY without delay and in any event not later than 14 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear the cost of returning the Goods.

33. For the purposes of these Cancellation Rights, these words have the following meanings:

- a. distance contract means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
- b. sales contract means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.

#### EXCLUDING LIABILITY

34. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer - because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

#### INTERPRETATION

35. Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

36. Contract means the legally-binding agreement between you and us for the supply of the Goods;

37. Delivery Location means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;

38. Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period

that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

39. Goods means the goods advertised on the Website that we supply to you of the number and description as set out in the Order;

40. Order means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website;

41. Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website;

42. Website means our website [www.littleheidishomes.com](http://www.littleheidishomes.com) on which the Goods are advertised.

12th July 2019