

1. General

1.1 The contract made by you with us incorporates these terms and conditions, which shall prevail over any and all terms and conditions, proposed by you.

1.2 You shall be unable to proceed with your purchase until you have read and agreed to these terms and conditions.

1.3 When we have received your order by email, we will contact you by phone to receive your valid credit or charge card payment details. We will confirm that your order has been accepted by sending an order confirmation receipt. Our acceptance of your order brings into existence a legally binding contract between us.

1.4 Every effort is made to ensure the complete accuracy of our website, however some prices/details contained on the website may change from time to time and it is possible that errors will occur. We will use our best endeavours to rectify any errors, as swiftly as possible but we cannot be responsible for any losses incurred.

1.5 All products and prices are subject to availability.

1.6 We have a policy of continuous product development and reserve the right to amend the specifications of products. Products supplied may differ as a consequence from those on display or advertised. Unless agreed with you before, the products supplied will be of equivalent value, functionality and appearance.

2. Price and Payment

2.1 The prices payable for goods that you order are as set out in our website.

2.2 We reserve the right to change our prices from time-to-time. All reasonable efforts will be made to update the website of any price changes as they occur. The price will not be altered once we have received and accepted your order. The price of the products excludes £35.00 delivery in mainland UK, or £50 to Scotland and Wales. (alternatively: You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations).

2.3 A deposit of 50% of the price off the goods must be paid when your order is confirmed. You will be informed of the exact amount. Payment can be made by check or by credit card. The balance of purchase price must be paid when the goods are ready for delivery.

2.4 Payments made by you on time under the contract are an essential condition of the contract. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding.

2.5 If you fail to make any payment in full on the due date we may charge you interest (both before and after judgment on) on the amount unpaid at the rate of 4% above the base rate from time to time of Barclays Bank. Such interest will be compounded with quarterly rests.)

3. Delivery of the goods

3.1 We will deliver the goods ordered by you to the address you give us for delivery at the

3.1 We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.

3.2 Delivery will be made as soon as possible after your order is accepted and in any event within 6 weeks of receiving and accepting your order.

3.3 An approximate delivery date will be given to you at the time your order is received and accepted. We will contact you when the goods are ready for delivery, to request payment of the balance of the price, and to arrange a time for delivery once payment of the balance has been received. (We would expect you to take delivery of the goods within a reasonable time, and if you cannot accept delivery within one month of the day when the goods are ready for delivery, we reserve the right to charge a reasonable storage fee to cover the period from the end of that month until delivery actually takes place).

3.4 Whilst we make every effort to dispatch the products on time, we do not accept liability for any failure to deliver on the stated date or at the stated time.

3.5 Some of our products may not be in stock at the time you place your order. In the event that we cannot deliver the products within 6 weeks of receipt of your order, we will contact you in order to advise of the actual situation and take instructions as to how you prefer we proceed. Orders totalling less than 10kg may be dispatched by post or courier. Delivery dates cannot be guaranteed and are estimates only.

3.6 For delivery to England there will be a charge of £35.00. For delivery to Wales and Scotland there will be a delivery charge of £50.00. These delivery charges are irrespective of location, product, weight or purchase value.

3.7 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

4. Your right to cancel the contract

4.1 You may cancel your contract with us for the goods you order at any time up to the end of the seventh working day from the date you receive the ordered goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

4.2 To cancel your contract you must within 7 working days notify us in writing either sent by e-mail or post. Full contact details are set out at the front of these terms and conditions and in the Contact Us section of our website.

4.3 If you have received the goods before you cancel your contract you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

4.4 Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to

you.

5. Warranties / liabilities

5.1 Any complaint about the products made under warranty must be made in writing and received by us within five working days (5) of delivery. You shall allow us to investigate any such claim and inspect the product. You may contact us by e-mail at enquiries@akkafurniture.com

5.2 If you do receive the products in an unsatisfactory condition please retain all relevant documentation so that an insurance claim can be made against the carriers insurers. If you receive damaged products, note that fact on the delivery note, even before you open the packaging to examine the contents. If you are unable to open a damaged package in the presence of the carrier, make sure that you sign for it as 'damaged package - products not yet inspected', or something similar, so as to warn the carrier that a claim may be forthcoming.

5.3 To cover the circumstances, please contact us by email or telephone with as much detail of the damage or loss as you can provide as soon after delivery as possible, so that the Company can arrange for the dispatch of replacement products and follow up the difficulty with the carriers. Please do not return damaged products to the company unless or until requested to do so as this may incur additional costs unnecessarily.

5.4 Products returned under complaint, should be returned by courier/post-paid. We will happily arrange an exchange, credit or refund of the full purchase price paid for the products, once we have examined them, but the cost of the delivery cannot be refunded. Please note that the refunds will normally be made using the same method as the original payment i.e., a credit or debit card.

5.5 If you do not receive the goods ordered by you within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date in which you ordered the goods. If you notify a problem to us under this condition, our only obligation will be, at your option:

5.5.1 to make good any shortage or non-delivery;

5.5.2 to replace or repair any goods that are damaged or defective; or

5.5.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.

5.6 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 5.4 and 5.5.3 above.

5.7 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

5.8 Notwithstanding the foregoing, nothing in these terms and conditions intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

6. Guarantee

6.1 In addition to your statutory rights, we guarantee all products against faulty workmanship and materials for a period of 12 months from the date of delivery.

6.2 These guarantees do not cover fair wear and tear; neglect; abuse or misuse of your goods; loss or damage due to fire, smoke, lightning, sunlight, weather, rusting, corrosion, theft, or explosion; accidental damage or consequential loss.

6.3 Guarantees may be transferred to a new owner free of charge by notifying us in writing.

7. Claims

7.1 In the event of a claim occurring within 12 months of the date of delivery, please telephone us.

7.2 We will arrange to repair or replace the defective item free of charge or alternatively refund the price you paid for the part. Should a part no longer be available it will be replaced with a part that closely matches it.

8. Site Content & Disclaimers

8.1 We have used reasonable care and skill in compiling the content of our website but make no warranty, express or implied, as to the nature or accuracy of any material on the website and cannot accept liability for any particular material on the website or as a result of any use of or reliance placed upon information contained within its website.

8.2 Every effort is made to ensure complete accuracy, however some prices/details contained on the website may change from time to time and it is possible that errors will occur. We will use our best endeavours to rectify any errors, as swiftly as possible but will not be responsible for any loss incurred. All products and prices are subject to availability.

8.3 We have a policy of continuous product development and reserve the right to amend the specifications of products. Products supplied may differ as a consequence from those on display or advertised. Unless agreed with you, the products supplied will be of equivalent value, functionality and appearance.

8.4 Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of any such material.

9. Intellectual Property

9.1. Intellectual Property includes but is not limited to our designs, trademarks and service marks, website content and domain names owned by AKKA Furniture Limited.

9.2 We respect the Intellectual Property of others, and we ask you to do the same.

9.3 AKKA Furniture are (not?) registered trademarks and service marks and are owned by the AKKA Furniture Limited. You must not use, adapt, alter or amend any of our logos, and site content without our prior written permission.

10. Data Protection Compliance

10.1 At all times we will observe the requirements imposed by the Data Protection Act 1998 ('The Act') and we will provide the appropriate security to maintain the confidentiality of our personal data.

11. Events beyond our control

11.1 We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

12. Invalidity

12.1 If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you the enforceability of any other part of these conditions will not be affected.

13. Third party rights

13.1 Except for our affiliates, directors, employees or representatives, a third person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

14. Proper Law & Jurisdiction

14.1 We control and operate our website from our offices within England. Accordingly the laws of England and Wales govern claims relating to, including the use of, this Website and the materials contained herein. If you choose to access our Website from outside England and Wales, you do so on your own initiative and you hereby agree that in the event of a dispute between AKKA Furniture Limited and you the laws of England and Wales will apply at all times.