

TERMS AND CONDITIONS ETC

Terms & Conditions

These terms and conditions apply to the use of and any purchase or attempted purchase from, this website at WWW.VINTAGEMETALSIGN.CO.UK (the "Website"). By accessing this Website and/or placing an order, you agree to be bound by these terms and conditions whether or not you register with us or order from us. If you do not accept these terms please do not use this Website. The Website is operated by VINTAGE METAL SIGN. Any reference in these terms and conditions to VINTAGE METAL SIGN" "we", "our" or "us" refers to vintage metal sign.

Introduction

You will be able to access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register. We may revise these terms and conditions at any time by updating this posting so please check this Website from time to time to view the current terms and conditions, because they are binding on you.

Certain provisions of these terms and conditions may be superseded or overridden by expressly designated legal notices or terms located elsewhere on this Website. If you do not accept any revised terms and conditions you should cease using this Website.

Ordering from us

You are deemed to have placed an order with us by completing our online checkout process. We will send you an order acknowledgement (invoice) by email, detailing the products you have ordered. We are not deemed to have accepted all or any part of an order until we despatch the products and, accordingly, acceptance of an order may be made in instalments or we may accept part of an order and decline part of it. If payment has been taken for all or any part of an order that is declined we will make a refund of all or the relevant part of the payment. We will notify you by email if we decline all or part of an order or if we anticipate a significant delay in our ability to dispatch any products (in which event you will be able to cancel the order in respect of those products). Please note that we reserve the right to brand our personalised products.

You must be of 18 or above to order any of our personalised alcohol products. We may refuse to accept an order if:

products are not available

we cannot obtain authorisation for your payment

there has been a pricing or product description error

you do not meet any of the eligibility criteria set out in our terms and conditions

the order is to be delivered outside of the United Kingdom

If we believe your order is for commercial or other non-domestic concerns
Pricing

All prices include VAT (where applicable) at the current rates. Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing

structure shown elsewhere on this Website. Prices may change at any time but if prices are increased after you have placed an order but before it is despatched you will not be charged the higher price.

Delivery

We will deliver the products you have ordered to the delivery address you specify when you place your order. We do not accept liability for, or for any costs arising from, any failure to deliver or need to redeliver if any of the delivery address details you have given us are incorrect. You may specify a delivery address that is different from your billing address, e.g. for delivery to a friend, a relative, or to your place of work.

We do not deliver outside of the UK except where specified on our Delivery Information page.

Delivery will be made as soon as practicable. We process and dispatch orders Monday to Friday 8am - 5pm so delivery and dispatch timescales quoted on the Website exclude weekends or bank holidays. Whilst we endeavour to deliver products within the specified timescales we cannot guarantee delivery in, or accept liability for deliveries made outside those timescales. We do not accept liability for out of pocket expenses or other costs incurred due to failed or delayed deliveries.

Some postal addresses in Northern Ireland, some islands and some remote areas of Great Britain may not be covered by our normal delivery services and so we may have to contact you to advise you of extra postal charges. Please notify us by email if the product(s) you have ordered have not arrived within [14] days of placing the order. vintage metal sign accepts no liability for non-delivery if you have not notified us by email within 28 days of placing the order. The majority of our products are despatched by Royal Mail. If RM48 delivery is selected this is sent via second class Royal Mail which is estimated to be delivered in 2-3 working days, but is not guaranteed. If RM24 delivery is selected this is sent via first class Royal Mail which is estimated to be delivered in 1-2 working days, but this is not guaranteed.

If you have not received your items, you must check with your local sorting office before contacting us even if you have not received notification from your postman that they are holding items for you.

In the event you have not received your order, we must allow the following timescales before we can take further action, and claim back from the carrier for lost items: RM48: 14 working days from date of despatch; RM24: 10 working days from date of despatch.

Please note: we will not be held liable for any late deliveries if delays occur by causes beyond our reasonable control including, without limitation:

Fire

Severe weather conditions

War, civil commotion or act of terrorism

Industrial dispute, strike or labour disputes; or any other event that is not reasonably foreseeable

Order Cancellations

For most general website sales you have the legal right to cancel your order. We can only accept cancellations of orders that are not subject to a statutory right of cancellation if you notify us within 1 hour of placing the order, through the Website or by telephone.

We reserve the right to cancel your order at any time and issue a full refund. The provisions of this clause do not affect your statutory rights.

Returns and exchange

If you are not completely satisfied with your products, simply return them to us at any time within 14 working days of receipt. The costs of returning products to us shall be borne by you and will not be refunded. The item is your responsibility until it reaches us. For your own protection, we recommend that you send the parcel back to us using a delivery service that insures you for the value of the products as we cannot be held responsible for items damaged or lost in the post.

Your rights to return the products to us will not apply in the following circumstances: - where, in our opinion, you have not taken reasonable care of products whilst in your possession and/ or have not returned them with the original packaging.

the product is a perishable item that has been consumed or disposed of
If you return an item because of an error on our part, or because it is defective, we will happily refund the full value of the item. You can contact our Customer Service department quoting your order number, your name and address, details of the product and the reason for return, and whether you require a refund or a replacement.

Please note we may request a photo to show the damage/ issue before a refund is issued.

The item(s) must be returned in the condition in which you received it and within 30 days of delivery.

Please note that returns can take up to 7 working days to reach us, unless sent via special delivery.

This returns policy does not affect your statutory rights.

Discounts

If a discount was applied to your original order, the amount refunded will be adjusted to allow for the revised order value and appropriate discount level. Please note you can only use one discount code per order.

Colour

The colour of the product you receive may not match the colour as displayed by our Website on your computer monitor. Please be aware that if colour is important to you, your order is placed at your own risk.

Licence

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without written permission from us. Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors.

For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with the clause above for any purpose is prohibited. If you breach any of the provisions of these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

No part of this Website may be reproduced or stored in any other Website or included in any public or private electronic retrieval system or service without our prior written permission.

Any rights not expressly granted in these terms are reserved.

Service Access

While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Disclaimer

While we endeavour to ensure that content of this Website is correct, we do not warrant its the accuracy and/ or completeness or that it is up to date. We may make changes to the content of this Website, or to the products and prices described in it, at any time without notice. The content of this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

Liability

We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party including without limitation, any direct, indirect, punitive or consequential loss or damages, any loss of income, profits, goodwill, data, contracts, use of

money, or loss or damages arising from or connected in any way to business interruption, (including without limitation negligence), contract or otherwise in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any Websites linked to this Website.

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977) (ii) fraud (iii) misrepresentation as to a fundamental matter or (iv) any liability which cannot be excluded or limited under applicable law. If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof. You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

Advertising and Sponsorship

Part of the Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with relevant laws and codes.

We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with English law.

Disputes arising in connection with these terms and conditions shall be subject to the non-exclusive jurisdiction of the English courts.

We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom.

You must not access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.