

# TERMS & CONDITIONS ONLINE TERMS OF SALE

#### **These Terms**

It is important that you read these terms and conditions of sale ("Terms of Sale") carefully before ordering any Product(s) ("Products") from changsfabrics.com ("Site"). Together with our Privacy Policy and Shipping Policy and Returns Policy, these Terms of Sale govern our relationship with you in relation to this Site and your purchase of our Products on this Site.

We advise you to print a copy of your Order and these Terms of Sale for your information and safe keeping.

By placing an order for any Product(s) on this Site ("Order") you agree to be bound by these Terms of Sale, and by continuing to access the Site you agree to accept the practices described in these Terms of Sale, which may be updated or changed by us from time to time. A regular visit to this page will ensure awareness of any future changes. Your continued use of the Site following such change(s) shall signify your agreement to be bound by our modified Terms of Sale.

By placing an Order you are offering to purchase a Product on and in accordance with these Terms of Sale. All Orders are dependent on availability and confirmation of the Order price.

# **About Changs**

Changs is a UK company specialising in textiles, clothing and homewares, offered for sale through the Site (the "Service") and at exhibitions and fairs. All of the prices on the site are in UK British Pounds Sterling.

Our correspondence address is Changs, 13 Stilehall Gardens, Chiswick, London, W4 3BS or email is becky@changsfabrics.com.

You can contact us at that address, or via email at or by telephone on +44 (0) 7808 156 392 between the hours of 9am – 5:30pm BST, Monday - Friday.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

When we use the words "writing" or "written" in these terms, this includes emails.

#### **The Contract**

Orders are submitted via the Site as set out in this clause.

Once you are ready to make a purchase, click on "Add to Shopping Bag" to add the Product(s) you wish to purchase to your Shopping Bag. Then proceed by clicking "Proceed to Purchase" to log into our secure servers to complete your Order.

If this is your first purchase on our Site you will have the option to register and create an account with us using your email address and you will also be asked to create a password. You must keep this password confidential and not disclose it to any third party. You will then be asked to input your address. The address that you register with must be the address that the card statement is sent to, however you can use a different delivery address if you so wish. If you have already registered with us you may enter your sign in details to access your account.

Once signed in or registered, you must select your preferred method of delivery (if any delivery charges are payable these will then be added to the amount you will be charged), confirm you wish to make an Order and consent to the Terms of Sale. You will then be asked to confirm your delivery address and input your payment details.

Once you have finished compiling your Order, you will be asked to confirm that your Order is correct. It is your responsibility to ensure that your Order is correct before submitting it to us.

We will then send you a confirmation email (including your order reference number) to acknowledge that we have received your Order ("Confirmation"). This is sent to the email address you register with us. After sending you the Confirmation we will process the payment details you have given to us to take payment for your Order.

Our acceptance of your Order will be complete only when we send a second email to you confirming your Order and dispatch of the Product(s) and after payment is taken from your credit or debit card.

If we are unable to fulfil your Order, you will receive an email from us informing you that the Order has not been accepted and we will refund the payment for your Order to you.

Only adults (persons aged 18 and over) are entitled to enter into legally binding contracts.

# Making a Change to the Contract

If you wish to make a change to the Product(s) you have ordered, please contact us. We will let you know if the change is possible.

Unfortunately, if we have already sent you the second email referred to above we are unable to change your Order, although you will still have the rights to cancel described below.

#### **Price**

When you submit your Order, you are offering to buy the Product(s) at the price set out in the Order. All prices are inclusive of VAT in the UK and EU.

Delivery charges (where applicable) and any import duty and taxes incurred will be added to the total amount due when you view the Product(s) in your Shopping Bag. The total cost for the Product(s) and any applicable delivery charges will be displayed before you confirm your Order and will be set out in the confirmatory email you receive from us.

Our prices may change at any time. If we discover that the price for a Product has changed or that there has been a pricing error when we receive your Order we will contact you and ask if you wish to proceed at the correct price. If you confirm that you do wish to proceed, please remember that we will not be under an obligation to supply the Product(s) until we have sent you the second email confirming your Order.

## **Promotion and Offer Codes**

To redeem a promotion or offer code ("Code"), insert the Code in the "Voucher / Offer Code" box on the Shopping Bag page of the Site and click "Update". If valid, the Code will be applied.

In addition to any Code specific terms and conditions, the following conditions apply to all Codes:

Only one code can be used per Order.

Codes can only be applied to full price items (Codes cannot be applied to sale items).

Codes are non-transferrable and no cash alternative is available.

Orders must be made prior to 23:59 BST on the closing or expiry date of the Code (if one is specified).

All offers and promotions are dependent on stock availability.

Offer codes and promotions may be amended or removed at any time.

These Terms of Sale apply to purchases made using a Code.

#### **Payment**

Payment is accepted through PayPal or by credit/debit card. We are not involved with any of the payment processing and do not hold your financial information. Prices are denoted in £ Sterling.

If we are unable to accept or fulfil your Order for any reason, then we will refund any money paid by you in respect of the Order. We will not dispatch the Product(s) until we receive payment in full.

For payment by card, all credit or debit cardholders and bank account holders respectively may be dependent on authorisation and authentication. If the issuer of your payment card or our service provider refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the Product(s) which you have ordered as a result.

To ensure safe and secure shopping, we are Verisign certified. We also use standard internet encryption technology to provide you with the maximum practicable level of security.

We do not hold any of your payment details anywhere on the Site. They are passed securely to our payments processor for authorisation by your bank or payment provider.

#### Internet

Our website is available through the Internet and as a consequence we cannot guarantee continuous, error-free or secure access tour services or that defects in the Service will be corrected. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the availability of our services.

## **Privacy**

Please read our Privacy Policy.

# **Shipping Policy**

Please read our Shipping Policy.

# **Returns & Exchanges**

Please read our Returns & Exchanges Policy

# **Intellectual Property**

The entire content of the Site, including all product design, copyright, trademarks and other intellectual property rights it contains, is the sole property of Changs. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the Site nor may you use any such content in connection with any business or commercial enterprise.