

IVYLINE LTD - OUR TERMS

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Ivyline Ltd, a company registered in England and Wales. Our company registration number is 12190074 and our registered office is at Global House, High Street, Keresley, Coventry, England, CV6 2EN. Our registered VAT number is GB 307 0357 87.

2.2 How to contact us. You can contact us by telephoning our customer service team at 02476 339189 or by emailing us at sales@ivylinegb.co.uk or by writing to us at Ivyline Ltd, Global House, High Street, Keresley, Coventry CV6 2EN.

2.3 How we may contact you. If we need 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.

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

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing or by telephone and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from, or deliver to, addresses outside the UK.

4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures. The images of the products on our

website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because many of our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 10% tolerance.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see [Clause 8](#)- Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 More significant changes to the products and these terms. In addition, we may make more significant changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. This will be an expected date, based on the best data available to us at the time of making the statement.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery, and the products cannot be posted through your letterbox, we will

leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.5 If you do not re-arrange delivery. If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and [Clause 10.2](#) will apply.

7.6 Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if either of the following apply:

- (a) we have refused to deliver the goods; or
- (b) you told us before we accepted your order that delivery within the delivery deadline was essential.

7.7 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under [Clause 7.6](#), you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.8 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under [Clause 7.6](#) or [Clause 7.7](#), you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, please call customer services on 02476 339189 or email us at sales@ivylinegb.co.uk for a return label or to arrange collection.

7.9 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us

7.10 When you own goods. You own a product which is goods once we have received payment in full.

7.11 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and [Clause 10.2](#) will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

7.12 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements.

7.13 Your rights if we have to suspend the supply of products to you or there is a delay in the supply of products. We will contact you in advance, or on delivery, to tell you that there is a delay or suspension in the supply of a product that you have ordered. We will, wherever possible, give you a new anticipated delivery date. You then have the right to accept the revised delivery date or to terminate the contract in respect of the product or products concerned. If you decide to terminate the contract in this way, we will refund the cost of the unavailable products

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see [Clause 11](#);
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see [Clause 8.2](#);
- (c) **If you have just changed your mind about the product**, see [Clause 8.3](#). You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions, and you will have to pay the costs of return of any goods;

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see [Clause 6.2](#));
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one calendar month; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see [Clause 7.8](#))).

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of any products which become mixed inseparably with other items after their delivery.

8.5 How long do I have to change my mind?

If you have bought goods, you have 14 days after the day you (or someone you nominate) receives the goods, **unless your goods are split into several deliveries over different days**. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Email. Email us at sales@ivylinegb.co.uk. Please provide your name, home address, details of the order, order number, delivery date, and, where available, your phone number and email address. Please make it clear that you are cancelling your contract within 14 days of receiving the goods

(b) By post. Please write to us at the address at 2.2 above and post it to us at simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address plus, if possible, your order number.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. Please call customer services on 02476 339189 or email us at sales@ivylinegb.co.uk for a return label or to arrange collection. If you are exercising your right to change your mind, you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

- (a)** if the products are faulty or misdescribed;
- (b)** if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be our standard UK Mainland delivery charge, or the delivery cost already paid by you to us, if higher.

9.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer to the address that your goods were delivered to. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

(b) you do not, within a reasonable time, allow us to deliver the products to you;

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in [Clause 10.1](#) we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 02476 339189 or by emailing us at sales@ivylinegb.co.uk or by writing to us at Ivyline Ltd, Global House, High Street, Keresley, Coventry CV6 2EN.

11.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in

relation to the product. Nothing in these terms will affect your legal rights, which may be extended where we are offering an extended period guarantee on a product, as shown on the appropriate entry on our website.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example a fire bowl or a plant pot, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back. Your claim has to be made within six years of purchasing the goods.

See also [Clause 8.3](#).

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

11.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products, please call customer services on 02476 339189 or email us at sales@ivylinegb.co.uk for a return label or to arrange collection

12. PRICE AND PAYMENT

12.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see [Clause 12.3](#) for what happens if we discover an error in the price of the product you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

12.4 When you must pay and how you must pay. Payment is made at the point of ordering. We accept Visa, Maestro, American Express, Mastercard and payment via PayPal.

12.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at [Clause 11.2](#) and for defective products under the Consumer Protection Act 1987

13.3 Where we supply fixings with our products, these are of a non – application specific nature. Before affixing the product to a surface or substrate, please check that the fixings you use are suitable for your application. We cannot offer you any advice as to the suitability for these fixings for your application and we cannot be responsible for any damage to property (including but not limited to the Goods) resulting from use of fixings supplied that are not suitable for your application

13.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 How we may use your personal information. We will only use your personal information as set out in our privacy policy, which you can read by following the link

https://37cc1183-ea43-4347-919f-4ec9dc0db9fa.filesusr.com/ugd/dd578d_864570a826f64deeba1b1f32468663a3.pdf

15. OTHER IMPORTANT TERMS

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee (See Clause 11.2) to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

15.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in [Clause 15.2](#) in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.