

Online Terms & Conditions of Cloisters Limited trading as Cloisters Direct.

General

1. This site is owned and operated by CLOISTERS Limited ('CLOISTERS,' 'we' or 'us' 'our'), whose registered office is at 1, Mark Road, Hemel Hempstead, Herts, HP2 7BN whose registered number is 4599748.
2. By using or accessing our website and/or placing any order(s), you agree to be legally bound by these terms and conditions. If you do not wish to be bound by these terms and conditions then you may not use or access our website or place orders.
3. These terms relate to sales over the Internet only.
4. The contract made by you on-line with us incorporates these terms and conditions, which shall prevail over any and all terms and conditions, proposed by you.
5. Your use of and purchase of products from this site is governed by the terms and conditions set out below, and as set out under Security, Copyright, and Delivery. We recommend you also read our Privacy policy. You can print the full terms and conditions by selecting the print option in the File menu of your browser.
6. We may at any time make changes to this site and the details displayed on it (including prices).
7. We shall not be liable to you where performance of any of our obligations to you is prevented, frustrated or impeded by reason of acts of God, war and other hostilities, civil commotion, accident, strikes, lock outs, trade disputes, acts or restraints of Government, imposition or restrictions of imports or exports or any other cause not within the reasonable control of Cloisters Ltd.
8. Please ensure that you have received and checked your order in full before booking any fitters and contractors.
9. If any part of these terms and conditions is found to be unenforceable as a matter of law, all other parts of these terms and conditions shall not be affected and shall remain in force.
10. We cannot guarantee that the appearance and/or colours of products shown on this site exactly reproduce the appearance and/or colours of the physical products themselves. All sizes quoted are approximate.
11. Before working with electricity, gas or water you should always consult an appropriate professional electrician or CORGI registered plumber. Always read and follow any relevant manuals and safety instructions. When working with electricity always turn off the mains. In connection with building work Cloisters Limited cannot advise on planning permission or building regulation issues.
12. To the extent permitted by law, Cloisters accepts no liability for any loss, damage or injury arising as a consequence of the advice provided.
13. These terms and conditions and any contract between us shall be governed by and construed in accordance with English law and the English Courts shall have jurisdiction over any disputes between us.

Product Specifications

14. We have a policy of continuous product development and reserve the right to amend the specifications of any goods or products without prior notice in relation to future sales.
15. 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.
16. Some kitchen and bedroom furniture is made from quality natural wood and accordingly appearances may vary. Some woods will mellow with age and exposure to sunlight.
17. All furniture products are delivered as self-assembly units. Unless otherwise stated

18. We endeavour to display as accurately as possible the colours of our products that appear on the website. However we cannot guarantee the complete accuracy of the pictures or photographs that are shown.

Measurements

19. We will not accept any liability for any extra costs incurred by you as a result of incorrect or incomplete measurements or information supplied by you.
20. All dimensions specified by us are approximate.

Prices

21. All prices include VAT, where appropriate, at the prevailing rate and are subject to any promotional offer or discount.
22. The price of the products includes free weekday delivery within the UK mainland for orders over £200 unless otherwise stated. For weekend delivery a surcharge may apply.
23. The prices displayed on the website are for on-line purchases and promotions only and are not transferable to sales of our products through telesales or through our store.
24. The prices displayed on the website in relation to any on-line promotion are valid strictly until midnight on the day on which the promotion expires, as determined by us.
25. We will not be bound to honour any prices, where we have indicated to you subsequently that the prices displayed have been displayed in error.

Payment

26. You must pay by credit, charge or debit card at the time of order. The price of any product is the price in force at the date and time of your order. You undertake that all details you provide to us for the purpose of purchasing products which may be offered by us on our website will be correct; that the credit charge or debit card which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any products. We reserve the right to obtain validation of your credit charge or debit card details before accepting your order.
27. Payment will be taken in full before delivery. Cloisters cannot accept your order until you have paid for it in full (including applicable delivery charges). Upon payment, we will confirm acceptance of your order by e-mail which will be sent to the e-mail address you provide on your order details. Whether or not you receive the e-mail, our acceptance of your order will create a legally binding contract between us. We reserve the right not to supply you at our discretion.
28. The contract shall not have been concluded until we have received your valid credit card charge or debit card payment details and we have accepted your on-line order and sent you confirmation by return e-mail to the address you have given us during the registration procedure and on ordering.
29. We are entitled to refuse any order placed by you.
30. The transaction will be handled for you by Cloisters Limited, to whom you will pay a handling charge of 4% of the transaction amount. The balance of the transaction amount will be paid to Cloisters Limited. The total amount payable by you will be the same.

Delivery

31. We are only able to deliver online orders to you if you have a permanent address on the UK mainland.
32. We will endeavour to fulfil your order by the date set out in the e-mail by which we confirmed your order. Where this e-mail did not contain such a date we shall endeavour to fulfil your order within thirty (30) days.
33. Orders totalling less than 15kg may be dispatched by post or courier.

34. For all orders - any changes made to the content of your order will have an impact on your delivery date. We may therefore be unable to deliver your goods on your confirmed delivery date should changes occur and if so, a new delivery date will be given.
35. If you are unable, for whatever reason, to take delivery of your order on the confirmed delivery date, we reserve the right to charge you for any subsequent deliveries.
36. You are responsible for providing a safe means of access from the public highway to the place of delivery. If our delivery staff consider that access is unsafe then we will not deliver the goods until safe access is provided.
37. If we are unable to deliver the goods due to there being no safe means of access to the place of delivery we shall be entitled to cancel your order and refund your payments less an administration fee of £100 plus VAT.
38. If we accidentally damage goods in the course of delivery our liability for that damage is limited to the repair or replacement of the goods or the value thereof.
39. Time of delivery is not of the essence in these terms and conditions. We will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery or re-scheduling of delivery.

Installation

40. All products are sold on a supply only basis.

Returns, Refunds and Your Right to Cancel

41. You have the statutory right to return any products you have purchased within seven (7) working days of delivery for any reason (including if you simply change your mind). To do so you must notify us in writing or other durable medium (including email) within those seven (7) working days. You will then be entitled to a refund from us, which will be paid within thirty (30) days of your notice of cancellation. Please keep the products purchased in a saleable condition and retain the original packaging in the condition it was provided.
42. In addition to your statutory rights, if you decide within 2 months of the date on which you receive the products you purchased that you do not wish to retain them, you should return them to our store, in their original condition and packaging with your sales invoice, and you will be refunded the sums you have paid to us in respect of goods and supplied by us.
43. Subject to your statutory rights, products made or altered specifically for you, may not be returned nor will we provide any refund, unless they are defective or have been accidentally damaged by us in the course of delivery.
44. If we deliver incorrect or damaged goods, or in the event that you discover any defect in the goods for which you require compensation or other remedy, you must report the defect within 14 days of the date you receive them, or as soon as possible thereafter by contacting via email/by fax/in writing or by calling our Helpline on 0808 1786 123. Please keep the products purchased in a saleable condition and retain the original packaging in the condition it was provided.
45. We will not be liable for any damage or loss resulting from repairs attempted by you or third parties.

Guarantees and Claims under Guarantee

46. The provisions of this clause 8 and clause 9 below, apply in addition to your statutory consumer rights in relation to faulty products. These rights are not affected by the guarantee.
47. The guarantor is Cloisters Limited, registered address: 1 Mark Road, Hemel Hempstead, Herts HP2 7BN
48. We guarantee all of our furniture products for a minimum period of 12 months from the date of delivery, with the exception of electrical appliances which are covered by the manufacturers guarantees.

49. These guarantees do not cover fair wear and tear; neglect; abuse or misuse of your goods; loss or damage due to fire, smoke, water, lightning, sunlight, weather, rusting, corrosion, theft or explosion; accidental damage or loss or damage caused by a third party.
50. In the event of a claim under guarantee occurring, please email us and also phone our Helpline on 0808 1786 123.
51. We will arrange to repair or replace the defective or incorrect item free of charge. Should a part no longer be available, it will be replaced with a part that most closely matches it.
52. We will not be liable for any direct or indirect loss of profits or other financial loss or damage arising out of defective, damaged or wrongly delivered products over and above the value of the goods themselves. This does not affect your statutory rights.

Site Content and Disclaimers

53. 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.
54. To the maximum extent permissible by law, we exclude all warranties, express or implied as to the accuracy of the information contained in any of the materials on this website. We cannot accept liability for any particular material on the website or as a result of any use of or reliance placed upon the information contained on this website.
55. Any material downloaded or otherwise obtained through the use of this website 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.

Data Protection

56. We process your personal data in accordance with the Act.

Applicable Law

57. We control and operate the web site from our offices within England. Accordingly the laws of England and Wales govern claims relating to, including the use of, this web site and the materials contained therein. If you choose to access our web site from outside England and Wales you do so on your own initiative and you hereby agree that in the event of a dispute between Cloisters Ltd and you the laws of England and Wales will apply at all times.