



Global Furnishings Ltd
T/A swankyinteriors.co.uk
© 2019 Terms of Trading

Global Furnishings Ltd
Unit 13 Bramble Hill Farm,
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Tel: 020 3397 4874

info@swankyinteriors.co.uk
www.swankyinteriors.co.uk

1. About Us

1.1 Global Furnishings Ltd T/A swankyinteriors.co.uk (“Company”, “We” or “Us”) is a company registered in England and Wales. Registered number: 09535434; VAT Reg No: GB314345920. Company is operating www.swankyinteriors.co.uk (“Website”) and conduct our business from our registered office address at Unit 13, Bramble Hill Farm, Five Oaks Road, Slinfold, West Sussex, RH13 0TE. This document outlines our terms of trading (“Terms and Conditions”) which details how the Contract (“Contract”) is formed between Company and you (“Customer”, “You”, “Consumer”) for the supply of the merchandise (“Product”, “Goods”, “Item”) and services through this website.

2. Your Eligibility

2.1 By placing the order with the Company Customer confirm that you are at least 18 years of age;

2.2 By placing the order with the Company Customer confirm that you are legally capable of entering in to legally binding Contract;

2.3 To be eligible to enter into a Contract with Company to purchase products through the website Customer must provide the required information including real name, payment details including registered card address; delivery address if different from registered card address; current e-mail address and valid telephone number and also agree with these Terms and Conditions.

3. The Contract

3.1 By placing the order within this website the Customer agrees to be bound by these Terms and Conditions. If Customer refuses to accept any aspect of these Terms and Conditions, then Customer will be unable to purchase any product through this website. Please ensure that you have read understood and printed the copy for future reference before ordering;

3.2 The Contract between Company and the Consumer will comprise the sale of the goods element and the delivery service element. Customer can choose whether to opt out from the delivery service element and only to purchase the goods and arrange for own delivery service or collection from our premises;

3.3 Once Customer submitted the order and progressed through the checkout Customer will receive the acknowledgement e-mail. Please note that this e-mail is an acknowledgement and not acceptance of an order. Acceptance of Customer’s order and the creation of a legally binding Contract between two parties will only occur when Company send a second e-mail which contains the details of when and how your goods will be delivered to you or when and how to collect. The goods will be prepared for the delivery or collection only after the payment is authorized and cleared and the stock availability is confirmed;

3.4 The Contract will relate only to the products that have been confirmed in the second e-mail. The Company will not be obliged to supply any other products which may have been part of Customer’s order until the delivery or collection of that product has been confirmed in a separate subsequent e-mail, thus forming separate Contract between the Company and the Customer. The Company reserve the right to decline all or part of any order for whatsoever reason and should this occur we will e-mail Customer with these details.





4. Your Rights and Obligations

4.1 Customer has a right to withdraw their offer if it has not been accepted by the Company as defined in paragraph 3 of these Terms and Conditions. This is an open-ended right, which will end when the Contract is made, after which Customer can move to their right to cancel if appropriate;

4.2 Customer is entitled to a statutory cancellation period beginning from the date that the Contract is formed and ending 14 days after the date that the goods are received and may cancel the order at any time during that period of time. In this case, Customer will be issued a refund in accordance with our Returns and Refund policy set out in the section 10 of this document;

4.3 However, the right to cancel does not apply to the supply of goods that are made to the Customer's specification and are considered special orders or bespoke products that are personalized and ordered through this website or by phone or by other means of communication;

4.4 If order is cancelled after the receipt of the goods, Customer must return the product to us without any delay and within 14 days from when you informed us about your wish to cancel. The goods must be returned to us in a new and unused condition and in the original packaging, and at your own expense and risk. Customer has a legal obligation to take reasonable care of the products while they are in Customer's possession. The refund will then be issued in accordance with our Returns and Refund policy set out in the section 10 of this document;

4.5 In case when delivery service element of the Contract has been completed, the Consumer still has the right to cancel and return the goods as defined in this paragraph but will have to pay for, or receive no reimbursement for, the delivery element of the Contract;

4.6 If Customer has not received the goods at the time of cancellation of the order, but we have processed the goods for delivery, and they are on route, Customer should notify us of the decision to cancel and then follow one of two options available:

4.6.1 You may accept the goods and then you have to arrange the return of the goods to us at your own cost and risk within 14 days of the cancellation;

4.6.2 Alternatively, you may reject the goods at the point of delivery and send them back to us via same service. This however will be considered as your express request to use this return service and may incur charges. The refund will then be issued in accordance with our Returns and Refund policy set out in the section 10 of this document;

4.7 All decisions to withdraw and to cancel Contract must be communicated to us in writing to sales@swankyinteriors.co.uk at the earliest opportunity and without any delay.

5. Our Rights and Obligations

5.1 The Company reserve the right to decline or cancel all or part of any order for whatsoever reason and should this occur we will e-mail Customer with these details. Company will not be obliged to offer any compensation for disappointment suffered;

5.2 The Company reserve the right to withdraw any products from this website at any time and/or remove, revise and amend any content or material including these Terms and Conditions on this website;

5.3 Company will not be liable for any losses Customer suffers as a result of us breaching the Contract. Any liability is limited only to the purchase price of the product at the time order is accepted by Company;

5.4 Company does not accept any liability for any indirect damages or losses of profits or Contracts income, revenue or loss of business suffered by Customer or any third party as a result however arising and whether caused by negligence or any other misconduct, breach of Contract or otherwise incurred;

5.5 This limitation of Company liability does not include or limit in any way our liability for personal injury or death caused by our negligence under section 2(3) of the Consumer Protection Act 1987, for fraudulent misrepresentation or fraud;





5.6 While every effort is made to meet our Customer's demands, Company reserve the right to cancellations or variations that may be necessary as a result of an Act of God, war, strike, lockout, labour dispute, fire, flood, drought, delay of goods manufactured overseas or other causes beyond our reasonable control.

6. Product Description and Information

6.1 It is Company's guarantee to our Customers that any goods purchased through our website will correspond with the description, is of satisfactory quality and is reasonably fit to be used for the purpose that this kind of product is commonly supplied for;

6.3 As a majority of the products we sell are hand-made, their actual sizes can vary for up to 2 cm either way from than specified on our website. Customer is advised to keep this in mind and take into account when measuring and deciding whether or not this particular product is suitable for you;

6.4 Please be informed that as antique reproduction, some of the furniture sold through our website will bear marks of distress and imperfections. This has been professionally applied to add deliberate aged effect to achieve authentic look for this styling of the furniture;

6.5 Please note that all antiques sold through this website is second hand and is sold as seen, returns for such items will not be accepted for refund;

6.6 Please note, that the merchandise sold through this website is intended for domestic use. It is not designed and not tested to be used in the commercial or industrial environment and might not withstand such throughput. If you decide to buy it to be used for such a purpose, then you do that at your own discretion and company will not be liable for any damage, loss or injury originating from such use;

6.7 It is our responsibility to supply you with goods that meet your Consumer rights. If you have any concerns that we have not met our legal obligations please contact us by email: sales@swankyinteriors.co.uk.

7. Product Price and Payment

7.1 The price paid by the Customer for the product is as the price that is advertised on this website, apart for where is an error similar but not limited to £0 or any other incorrect pricing due to technical error or inaccurate pricing information. The Company is under no obligation to supply any product to the Customer at incorrect price;

7.2 In case of such error in the price of product that you have ordered, the Company will inform Customer as soon as practicable and give you an option to cancel the order or to reconfirm the order at the correct price. If we are unable to contact Customer, we will treat the order as cancelled and full refund will be issued in accordance with our Returns and Refund policy to the same form of payment originally used for the purchase of the order;

7.3 The product price is subject to change at Company's discretion; it will not affect Customer whose orders are already in progress;

7.4 All prices include VAT, but exclude delivery service cost. Delivery service is not part of your purchase of the goods and is always sold as separate item and is calculated in accordance with your selected delivery service option as part of the checkout process and added to the total order sum;

7.5 We accept payment by credit or debit card, PayPal or BACS. The goods will be prepared for the delivery or collection only after the payment is authorized and cleared and the stock availability is confirmed;

7.6 All transactions and prices quoted on this website are shown in UK Pound Sterling (£). However, Customers can change the currency at the home page to view US Dollars (\$) and also EU Euros (€). Please note that the currency rate on this website is approximate and exact exchange rate charged to your account will depend on banks current exchange rate at the point of transaction;

7.7 We endeavour to do our best to match cheaper prices offered by similar businesses, however the product must be identical and must not be offered by auction sites or online only businesses and not to be trade





priced. We reserve the right to decline price match if this proves not to be cost feasible. In any such event Company's decision is final.

8. Availability and Delivery

8.1 The Customer can choose to collect the goods from Company warehouse or can choose to buy the preferred delivery service that will be offered as the Customer progress through the check out. The delivery service is not part of your purchase of the goods and is always sold as separate item. The collection arrangements if this option is selected will be sent to the Customer via e-mail after the Customer's order is accepted;

8.2 The delivery of the goods will be made to the address specified by the Customer during your order of our merchandise. The postage or delivery for multiple items will be combined where possible, to obtain the quote please email: sales@swankyinteriors.co.uk or phone **020 3397 4874**;

8.3 We aim to have your goods delivered to you within the reasonable time-frame of between 1-3 weeks from the day that we accepted your order. The probable delivery time is displayed on Company's website for each product respectively. More often we deliver much quicker than estimated times, it will be dependent on stock availability and your preferred delivery option. If your goods are not available within estimated delivery time, Company will offer you the opportunity to cancel your order or wait the short time until we can fulfil our obligation. All delays will be fully communicated via e-mail and if you require a more specific time frame, then please feel free to contact us before placing your order;

8.4 Customer will be able to choose preferred delivery service during the checkout procedure. To find out the cost of service please proceed through to checkout and simply fill in your postal address. For large items Customer will be offered two-man Premium delivery service (with the optional 'Premium Plus' service add-on which offers delivery to room of choice, removal of packaging and positioning) or pallet 'curb only' service and specialist fragile delivery Express courier service for small items. Please note that the pallet delivery service is to the curb only, if you require for your item to be carried into the room of your choice, please choose "two-man" option. Your delivery date will be communicated to you via email and the delivery driver will phone you at least one-hour prior delivery. Please always inform us if you are going to be unavailable on the suggested delivery date, and we will endeavour to arrange a suitable alternative; also please inform us via email if you have any specific delivery instructions;

Please note: that if you fail to inform us and to be in to sign for the delivery, the re-delivery might incur additional charges.

8.5 Please make sure that the furniture you have ordered will fit into your home and that delivery vehicle can get to your door. It is your responsibility to measure accurately all doorways, ceiling heights and staircases. For your convenience we provide clear measurements of all our furniture on our website, however please be aware that most of our furniture is handmade and therefore measurements is approximate only and may vary by 1-2 cm. Please look out for twisty or narrow passages, low doorways, circular and dog leg stairs. Please be informed that if we can't deliver to your requested room we will either leave the furniture at a place convenient to you or, alternatively if we have to return it on your express request, then the charges as per our Returns and Refunds policy in paragraph 10 of these Terms and Conditions may apply;

8.6 Please note if there is any possibility of items being returned at a later date (and within your statutory 14 days cancelation period) you must ensure all original packaging is kept and the correct returns procedure as per these Terms and Conditions is used. We cannot accept any returns if items are not in their original packaging and not fit for resale.

9. Accepting the delivery and the Goods

9.1 If you will opt to take our delivery service, then the goods remain at the Company's risk until delivery is accepted. Therefore, it is our responsibility to ensure that goods are not lost or damaged in transit and are





delivered to you in the pristine condition. When accepting the delivery please make sure that you have checked the goods for any damage before signing the goods acceptance notice. Please write on the paperwork any damage if present at the point of signing for delivery. Signing the delivery acceptance notice with “Unchecked” will not be accepted and will be considered as item delivered without damage.

9.2 If you accepted the delivery, you have 48 hours to notify us about any faults that have not been obvious at the point of accepting the delivery. If you not contacted us within the period of 48 hours, then we will consider this as your affirmation of acceptance of the goods and you will lose the right to reject.

9.3 We will consider goods accepted if you will do any of the following:

9.3.1 Tell us that you accepted the goods;

9.3.2 Alter or mend the goods in any way;

9.3.3 Use the goods after complaining;

9.3.4 Keep the goods for more than 48 hours without complaining.

9.4 Your statutory Consumer rights remain unaffected.

10. Returns and Refund Policy

10.1. Customer has the right to withdraw their offer if it has not been accepted by the Company as defined in paragraph 3 of these Terms and Conditions. This is an open-ended right, which will end when the Contract is made, after which Customer can move to their right to cancel if appropriate. If a Consumer withdraws from a Contract, Company and Customer obligations under the Contract are ended. Customer will be fully reimburse the cost of the purchase of the goods and the cost of the delivery service within 14 days of notifying Company about the decision to withdraw;

10.2 Customer is entitled to a statutory cancellation period beginning from the date that the Contract is formed and ending 14 days after the date that the goods are received and may cancel the order at any time during that period of time. However, the right to cancel does not apply to the supply of goods that are made to the Customer's specification and are considered special orders or bespoke products that are personalized and ordered through this website or by phone or by other means of communication and will not be refunded from the point that the Contract for such goods is formed;

10.3 If you have not received the goods at the time of cancellation of the Contract, but we have processed the goods for delivery, and they are on route, then there are two options available to you:

10.3.1 You may accept the goods and then you have to arrange the return of the goods to us at your own cost and risk within 14 days of the cancellation;

10.3.2 Alternatively, you may reject the goods at the point of delivery and send them back to us via same service. This however will be considered as your express request to use this return service and may incur charges. In this case we will refund to you all the monies paid by you for the unwanted goods in question, excluding the original delivery service cost and we may have to charge you for the return service of the goods. If the delivery service was provided as a cost free promotion item, then a true delivery service cost will be deducted from the refund sum. The refund will then be issued in the same form of payment originally used for the purchase as soon as possible and in any event within 14 days of your cancellation being accepted;

10.4 If you have decided to cancel your order after delivery of the goods, you must notify Company in writing to our office address at **Global Furnishings Ltd, Unit 13 Bramble Hill Farm, Five Oaks Road, Slinfold, West Sussex RH13 0TE** or e-mail to: sales@swankyinteriors.co.uk within 14 days of the delivery. The goods must be returned to us as soon as possible and within 14 days from the time that you notified us, at your own expense, undamaged, unmarked and in the original packaging. We cannot accept any returns if items are damaged, not in their original packaging or their value is diminished in any other way. In case when we accepted your return we will refund to you all the monies paid by you for the unwanted goods in question, excluding the original delivery service cost. If the delivery service was provided as a cost free promotion item, then a true delivery service cost will be deducted from the refund sum. The refund will be issued in the same form of payment originally used for the purchase as soon as possible and in any event within 14 days of your cancellation being accepted;





10.5 To return items, we suggest you use a service which is insurable and one which can be tracked to protect yourself from loss or damage when in transit. We also suggest that the courier will allow us to inspect the item before accepting it into our warehouse for refund. If the goods arrive damaged in the transit, the Company reserve the right to refuse to accept the goods for refund. Please be advised that cheapest is not always suitable solution to return goods, please get in touch with us and we will endeavour to help organize or suggest a suitable courier service;

10.6 Please note that you are the owner of the goods once they have been delivered to you and you are liable for their loss or destruction, you have a legal obligation to take reasonable care of the goods while they are in your possession. If the returned goods have not been looked after by you with reasonable care and are not in the condition that they were in when delivered to you, we reserve the right to refuse accept the goods and issue the refund;

10.7 In the unlikely event of your purchase turning up faulty or damaged we will replace the damaged item with the same one at the earliest opportunity. The time schedule will be fully communicated to you via e-mail or phone.

11. Complaints Procedure

11.1 If you feel that you have a complaint, remark or suggestion to make, please do not hesitate to contact us by phone or in writing to: Global Furnishings Ltd, Unit 13 Bramble Hill Farm, Five Oaks Road, Slinfold, West Sussex RH13 0TE or alternatively to info@swankyinteriors.co.uk;

11.2 Please note that although you can make an initial complain by phone, in order to enable us to deal with your complain efficiently it has to be filed in writing and send to address or email above. Any complaint will be dealt with fairly, effectively and confidentially. Your statutory rights as a Consumer are unaffected.

12. Privacy and Data Protection Policy

12.1 Information you provide to us remains confidential and we are committed to protecting your privacy. We will not sell, distribute or lease your personal information to any third parties and only use the information that we collect about you lawfully and in accordance with the Data Protection Act 1998. We collect information about you to take and process Customer orders, administer and enhance your experience using this website and our service, issue a unique Customer login and monitor Customer account status;

12.2 We will only disclose required information to third-parties for goods delivery purposes. Customer acknowledge that you consent and authorize us to transmit information to such third parties and/or to obtain information about you from third parties (including, but not limited to, your debit or credit card number), to authenticate your identity, to validate your debit or credit card and to authorize the transaction;

12.3 When you register with us we need to know your name, postal address and e-mail address. We gather this information to allow us to communicate with you about our products and promotions. In order to purchase on the website, we need to know your name, postal address, e-mail address, telephone number, and, if you are paying by card, your debit or credit card number, expiry date and security number;

12.4 Cookies are small text files stored on your personal computer when you visit certain web pages, cookies are used on this shopping site to keep track of the contents of your shopping cart, to store delivery addresses if the address book is used and to store your details if you select the 'Remember Me' option. They are also used after you have logged on as part of that process. You can turn off cookies within your browser by going to 'Tools | Internet Options | Privacy' and selecting to block cookies. If you turn off cookies, you will be unable to place orders or benefit from the other features that use cookies. By using this site to its full potential you give your consent for the cookies to be stored on your device;

12.5 We may also wish to provide you with information about special features of our website or any other service or products we think may be of interest to you. If you would rather not receive this information, please unsubscribe from such services at the bottom of our newsletter;





12.6 By submitting your information, you consent to the use of that information as set out in this Privacy and Data Protection Policy. If the Company will change this Policy we will post the changes on this section of the Website, so that Customer may be aware of the information we collect and how Company use it at all times. Your continued use of the Website demonstrates your consent to any such changes.

13. Legal

13.1 These Terms and Conditions shall be governed by and construed in accordance with English law and you hereby agree to be subject to the non-exclusive jurisdiction of the Courts of England and Wales. All Contracts are concluded in English and any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales;

13.2 These Terms and Conditions together with our current website prices, delivery and contact details, returns, refunds and privacy policy represent whole of our agreement in relation to the supply of goods and services to Consumer by Company;

13.3 If any part of Terms and Conditions or any clauses (including any provision in which we exclude our liability to you) of a Contract are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms and the enforceability of any other part of these Terms and Conditions will not be affected;

13.4 If during the term of the Contract, we fail at any time to insist upon strict compliance with any of your obligations under the Contract or any part of these Terms and Conditions, or if we fail to impose any of our rights to which we are entitled under the Contract, this shall not constitute a waiver of such rights and shall not relieve Customer from compliance with any obligations;

13.5 You accept and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied and contained within the website is property of Swanky Interiors Ltd (or its third party licensors). You acknowledge and agree that content and material of this website is made available for your personal non-commercial use only and that you may download and/or print extracts of the material on the website for the sole purpose of using the website to make a purchase or in good faith for the purpose of sending information to individual third parties for their personal use, provided that you do not seek commercial advantage or benefit from it and that you inform such third party that these conditions apply to them also. You or such third party must not copy, reproduce, change, modify, license, transmit or sell any material or content contained within this website.

