

### **Terms & Conditions of Trade:**

Welcome to Louise Body Ltd ("We", "Us" or "Louise Body"). Please note that You, ("You" and "Your") as a purchaser of our products ("Products") and Your use of products provided by Louise Body is subject to the following terms and conditions ("Terms"). Please read these Terms carefully and make sure You have understood them prior to indicating Your acceptance and/ or ordering Products.

### **Privacy Policy**

We do not store credit card details nor do we share customer financial or contact details with any 3rd parties.

### **Product Description**

We make every effort to ensure that descriptions of our products are correct. These designs are protected by copyright and may not be reproduced or copied in any form or by any means without our written permission.

# Samples

Samples can be purchased from the product pages of the shop section of the website. Please note that Samples ordered through our website are intended as a representation of the colour and texture of a fabric or wallpaper, and may not show the full design.

We aim to display the colours accurately, although We cannot guarantee that Your computer's display shows the true colours of our fabrics and wallpapers. The Samples sent to You may, therefore, vary slightly from the images on our website. All images on our website are for illustrative purposes only.

Every effort is made to ensure that the fabrics and wallpapers We supply correspond as closely as possible to our Samples. However, variations in colour between batches may occur from time to time during normal manufacturing processes as may slight variations in the weave and texture of the natural, linen union base cloths that we use to produce our fabrics. We cannot guarantee that any fabrics or wallpaper that We subsequently supply will match exactly the Samples sent to You.

If a particular shade is critical, then please contact us to order a stock sample (a sample taken from a reserved roll/ batch of current stock).

All Samples of materials shown on our website are subject to availability.



# **Payment**

All online payments will be processed through PayPal meaning that payments can be made by PayPal Balance, credit card, and debit card (and subject to eligibility, bank account and PayPal Credit). Orders are accepted on the condition that Products will be supplied at the price ruling on despatch.

### **Delivery**

We use major couriers for the delivery of our products with the exception of some Prints which may be shipped using Royal Mail postage services. All samples will be sent using Royal Mail postage services.

If Your delivery country isn't shown in the shopping basket, please email jonny@louisebody.com or call 00 44 (0)7889 465552 for a carriage quote. Subject to availability, We aim to dispatch stock items within five days of payment in full but this cannot be guaranteed. Specific lead times for individual products, which may be longer than this, are quoted on the product pages of the shop section of the website. If any Products are out of stock You will be notified at the earliest opportunity. Delivery will usually be by post or courier. All Products must be paid for prior to delivery. Risk shall pass on delivery. Please ensure that the goods have not been damaged in transit prior to signing for them and DO NOT SIGN for damaged goods. If there is any short delivery or damage to goods in transit, this should be notified to Louise Body Ltd by You with full particulars within three working days of delivery. We cannot be financially liable for delay in delivering the Products, however arising.

#### Sale of Goods

All Products are believed by Louise Body to be of a quality suitable for the purpose and specification for which they are intended but it is a matter for You to satisfy yourself that they are suitable for Your particular purposes. Any defect should be reported to Louise Body immediately it is discovered. All technical information in response to enquiry is given by Louise Body in good faith. It will ultimately be for You to satisfy yourself as to the suitability of the product having regard to Your own particular situation and based upon site conditions that are unknown to Louise Body. Information on how to hang our wallpaper is given for guidance only. We will not accept liability for the consequences of following our guidance as Your skills and the site conditions are beyond our control.



# **Consequential Loss**

We do not accept liability for losses which are either in excess of the cost of the product and/or are:

- a. specific to Your particular circumstances or
- b. indirect or
- c. consequential or
- d. attributable to loss of profit or
- e. for damage to property or
- f. for wasted expenditure.

#### Refunds and Returns

If You are not completely satisfied with Your Louise Body Product You may return it at Your cost (which for overseas customers must include all UK customs clearance formalities) within seven working days after receipt of Your order, undamaged and in the original packaging for a full refund or replacement. We will be unable to refund items which have been damaged in transit due to inappropriate packaging so please make sure that returned goods are sufficiently protected and packaged to avoid damage. We regret that if a product has been printed to order then these rights to return do not apply, unless the product is faulty. These provisions do not affect Your statutory rights.

In the event of a fault please notify Us by phone (00 44 (0) 7889 465552) or by email (jonny@louisebody.com). Based on the individual circumstances We will then decide whether You need to return the goods or whether We only need to see a sample or photograph along with the product label. Please note that You should check all products for faults before and during installation/ use. If the product is defective in any way, a full replacement or refund will be made at no charge.

When returning goods in any of the above circumstances please e-mail jonny@louisebody.com or phone 00 44 (0) 7889 465552. Please state Your order/invoice number, date of order and receipt, the reason for returning the Product and whether You would like a refund or a replacement Product. Once a return has been agreed We will notify You of the appropriate return address.

#### **Order Cancellation**

We reserve the right to cancel any orders prior to delivery. We will refund (or credit) the payment You have made.



#### General

Your purchase of Products from Louise Body will be a contract made in England. Any dispute will be governed by English law and the parties agree to submit to any court of competent jurisdiction within England. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damage and accordingly some limitations here stated may not apply to You. Your rights are unaffected. Louise Body can revise these Terms without notice by posting new Terms on the Louise Body website or by notifying You by email. Further purchase of Products after such posting or notification constitutes Your acceptance of the revised Terms.

#### **Your Local Laws**

Use and import of Products by You are subject to Your own customs, policies, clearance and any fees and You must comply with all laws and regulations of the country of import. No warranty is given by Louise Body as to the legality of the Products at the location where they are received.

### Health & Safety

Louise Body makes available in good faith information about its Products and with regard to the conditions necessary to ensure that Products supplied will be safe and without risk to health when used properly. Any information and advice given should not of itself be considered an adequate risk assessment as may be required under Health and Safety legislation. If You are not already in possession of information concerning the safe use of the Products or You become aware of any risk to health and safety, You should contact Us.

#### **Disclaimers**

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