

Terms

1. Definitions.

In these terms and conditions the following meanings will apply:

'The Company' means Heavenly Corsets., whose registered office is at Short Street, Ludgershall SP11 9RB.

'Customer' means the person or company whose details are entered on any order or enquiry form on this website.

'Browser' means any person accessing and using this website by means of software products enabling Internet connection.

'The Website' means the website at www.heavenlycorsets.com and www.ellecorsets.co.uk

2. Copyright.

The website is owned and operated by The Company and all contents and designs are copyright of The Company and its suppliers or agents. Browsers using the site are permitted limited rights to view and print the contents for personal use only and are prohibited from copying or reproducing or reusing any of the contents or designs in any medium for any other purpose, in particular but not exclusively for any commercial gain.

3. Products and Services.

Products offered by The Company, including for sale through The Website, include corsetry and associated accessories. The company undertakes that all products are of suitable quality for purpose (however Customers are asked to ensure that size, style and colour details are carefully checked before ordering as mistakes may not be rectifiable. Precise colour or specification details may vary from illustrations.)

4. Conditions of Contract.

No contract will subsist between you The Customer and The Company for the sale of product(s) or service(s) to you, unless and until The Company accepts and confirms your order in writing or by email. The contract when formed will be deemed to have been concluded in England and will be interpreted, construed and enforced in all respects in accordance with the laws of England and will be subject to the jurisdiction of the English Courts.

In the event that any clause within these terms is deemed at law to be unreasonable or unenforceable such clause will be deleted and such deletion will have no bearing on the validity or interpretation of the remaining clauses.

5. Delivery.

Delivery of products ordered from stock will normally be made within 5 working days within the UK, however as the majority of our products are custom made, orders will usually be dispatched within 15 working days of order confirmation. Carriage costs will be charged as indicated on the order and confirmed to the Customer with the order acknowledgement.

The Company will use its best endeavours to ensure timely delivery of all orders, but time of delivery will not be capable of being made of the essence of the contract as actual delivery to the Customer will be by independent carrier and outside the direct control of the Company.

6. Price and Payment.

Prices shown on the website are inclusive of VAT, which is applicable on all consumer sales. The Company reserves the right to vary prices to reflect changes in price from its suppliers without notice and the contract price will be the price quoted in the contract confirmation.

The price of the contract will require to be paid in full prior to dispatch of the products or fulfilment of the services unless otherwise agreed. Payment is of the essence of the contract and the Company will be relieved of any obligation under the contract if payment is not made in accordance with the contract terms.

7. Payment and Personal Data Security.

To facilitate effective processing of orders the Company offers secure payment facilities online, via the website and can accept payment by major credit cards or debit cards by this method. To this end cookies are used by the website server to track order details only and Customers are asked to accept these files from the website server.

Personal details are encrypted during transmission and stored and used strictly in accordance with the Companys Data Protection Policy and will not be passed to any third party without your explicit permission.

(Data protection should include registration with local responsible authority.)

Alternatively payment may be made in person at the Companys premises or by cheque or bank transfer by arrangement at time of contract.

8. Warranty.

The Company warrants that all products and services supplied will be of suitable quality and fit for their designed purpose, (and offers an unequivocal guarantee that they will be free from manufacturing defect or fault).

Exceptionally however, any discounted or 'sale' products will be sold 'as is' and are specifically excluded from

this guarantee.

No guarantee is offered where products are used for purposes other than that for which they were designed.

This warranty is in addition to, and does not affect, your statutory rights.

9. Cancellation.

Save as required by the UK Consumer Protection (Distance Selling) Regulations 2000 for Custom Made Items, or pursuant to clause 6 above, the contract will be non-cancellable by the Customer, once confirmed by the Company. Ordering mistakes by Customers with regard to (size, colour or specification for example) will not constitute grounds for cancellation. Notwithstanding, acceptance of cancellation by the Company in exceptional circumstances and any refund or part refund will be solely at the discretion of the Company.

10. Returns.

In the unlikely event of products being faulty or of sub-standard quality, please report such problem immediately to the Company using the enquiry form or contact details on the website. Arrangements for the return of such product will be made on your behalf and the cost of return and replacement will be met fully by the Company. Goods should be returned together with original packaging wherever possible.

In the event of cancellation of the contract, the Customer will be responsible for the safe return, and all costs of return, of the products in an undamaged, unworn state, together with all original packaging.

11. Liability.

To the maximum extent permissible in law, the Company excludes all liability for any loss or consequential loss however incurred by the Customer, arising from any action or omission or failure by the Company in connection with the contract.

In any event the maximum liability of the Company will be not more than the purchase price of the products or services under the contract, should the contract be cancelled for any reason.

12. Title and Risk.

Title in the goods will pass to the Customer on payment of the full purchase price. Risk however, will be carried by the Company until such time as the products are delivered to the Customer.

13. Force Majeure.

In the event of circumstances outside the Company's control affecting the performance of the contract, the Company will be entitled to notify the Customer and revise or cancel the contract to reflect the changed circumstances and the Customer will accept such changes.

14. Notices.

All communications in connection with the contract will be deemed to have been served if sent by ordinary mail to the Customers postal address or by email to the Customers email address, as notified to the Company by the Customer.

Communications to the Company should be addressed to the registered office address at Short Street, Ludgershall SP11 9RB or by email to elle@heavenlycorsets.com