

Terms and Conditions

These terms do not supersede statutory rights under the Sale of Goods Acts but are designed to clarify the principles and procedures by which we operate.

Shipping/Carriage:

Shipping and carriage costs and agencies used at the time of shipping will be added to invoice unless other arrangements for delivery have been made by you prior to shipping.

Duties and local taxes:

Use and import of Products by You are subject to your own customs, policies, clearance and any fees payable and you must comply with all laws and regulations of the country of import. A commercial invoice is provided with all goods shipped abroad.

Installation:

Tracy Kendall Wallpaper cannot and does not guarantee the work of any paperhanger. All hanging instructions given with the wallpapers is given as a guideline only. Each installation space and use of the work is different so the buyer must make themselves aware of any local variations in hanging wallpaper requirements prior to hanging the wallpaper supplied

Damage & loss in transit:

Occasionally, things do get lost or damaged in transit. If this happens with your shipment, please advise us and we will supply replacement goods as quickly as we can. However, since we never knowingly ship damaged goods we need your help to try to recover our costs from the carrier wherever possible. If you do receive damaged goods, please retain all relevant documentation so that an insurance claim can be made against the carrier's insurers. If you receive a battered parcel, note the fact on the delivery note, even before you open the package to

examine the contents. If you are unable to open the damaged package in the presence of the carrier, make sure that you sign for it as 'Damaged package; goods not yet inspected' or similar to warn the carrier that a claim may be forthcoming. Whatever the circumstances, please contact us by email or telephone with as much detail of the damage or loss as you can provide, as soon after delivery as possible, so that we can arrange replacement goods and start following up the carriers. Please do NOT return damaged goods, unless and until requested to do so as this may incur additional costs unnecessarily.

Proof of posting:

For your own protection, you are strongly advised to obtain a proof of posting, or shipping certificate from a courier, when returning goods whatever the reason for the return. Goods which are returned to us but are lost in shipping remain your responsibility. A proof of posting will assist you in tracking any shipment which is reported as lost, damaged, mislaid or otherwise undelivered/undeliverable.

Payment and retention of title:

Under normal circumstances, goods must be paid for prior to despatch. If, for any reason, goods are shipped prior to clearance of payments, title in the goods shipped belongs to Tracy Kendall Wallpaper until payment in full for the goods is received by us.

Mediation:

In the event of disagreement between Tracy Kendall Wallpaper and its clients which cannot be mutually resolved in a reasonable time period a appointed mediator facility may be asked by either party, subject to the agreement of the other party to the dispute, to appoint a mediator to settle the dispute before bringing the matter into the legal process. In this event, both parties agree to be bound by the decisions of such mediator and mediation process.

Place of business:

Tracy Kendall Wallpaper operates from offices at 4 Rutland Avenue, Cliftonville, Margate, CT9 3AX. + 44 (00 18 43 291 896)

Please note that this is not a retail outlet. If you would like to contact us please call us on the number above. Our mailing address for returns etc is - 4 Rutland Avenue, Cliftonville, Margate, CT9 3AX.

Disclaimers:

Content – Tracy Kendall Wallpaper provides this site on an "as viewed basis" and therefore makes no guarantees or warranties to this site or its contents.

Copyright— All design, text, graphics, and the selection, alteration and arrangement of the aforesaid elements are the copyright Tracy Kendall Wallpaper.

Colour

Every care has been taken to ensure that the colours displayed are a close representation of the finished goods. However slight variations in the actual goods may occur as all work is made to order or as batch production work, so each batch may have a slight variation in colour. Always order enough to complete your order in full. Some elements used in the production process are "one off" and therefore there will be some colour variation which is a part of the final work. Also, some component parts of the wallpapers are brought with a colour tolerance of up to 10% which then is passed to the final piece.

Delivery

Goods will be delivered to the address supplied by You and must be inspected immediately and any faults or any shortages must be reported in writing within 7 days. For all works made "to special order" we cannot keep any colours or component parts for that order after this time.

Faulty Goods

If the Product is defective in any way or has a fault, a replacement or refund will be made at no charge. Please do note that you should check all wallpaper Products for faults before and during hanging. You should

only hang 1 drop before reporting a fault, please contact us immediately if a fault is found so that we can send out replacements if necessary. If the work ordered needs to be replaced, a similar timeframe for production as agreed when the order was placed must be allowed to remake the work.

Health and Safety:

Tracy Kendall Wallpaper 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.

Sale of Goods:

All Products are believed by Tracy Kendall Wallpaper to be suitable for the purpose and specification for which they are intended. Any defect should be reported to Tracy Kendall Wallpaper immediately it is discovered. All technical information in response to enquiry is given by Tracy Kendall Wallpaper 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 upon site conditions that are unknown to Tracy Kendall Wallpaper. The liability of Tracy Kendall Wallpaper will not exceed the value of the Products supplied. In particular, loss of profits and consequential, financial and other such losses are excluded.

Legal Statement:

Your purchase of Products from Tracy Kendall Wallpaper will be a contract made in England and under English Law. 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. Tracy Kendall Wallpaper can revise these Terms

without notice by posting new Terms on the Tracy Kendall Wallpaper web site or by notifying You by e-mail. Further purchase of Products after such posting or notification constitutes Your acceptance of the revised Terms. The risk of loss or damage to the Goods passes to the Customer upon delivery or 7 days after the Seller has notified the Customer that the Goods are ready for collection, if the Customer has failed to collect them. Ownership in the Goods will remain with the Seller until payments in full of all amounts due to it from the Customer have been received by the Seller.