

## Terms and Conditions of Sale

Any purchase you make creates a binding contract which shall be governed by these Terms and Conditions (the **Terms**). By ordering you confirm that you have read, understood and agree to these Terms.

### 1. Definitions

- 1.1. **Supplier** is understood to refer to GT Decorations, a trading name of GT Square whose address is Merlin House, No.1 Langstone Business Park, Newport, NP18 2HJ, United Kingdom.
- 1.2. A **Consumer** is a private individual purchasing for their own personal use.
- 1.3. A **Business Customer** is an individual or company purchasing for use in their business, for instance for display at premises, for resale, hiring, or other business activities.
- 1.4. **Customer** refers to both Consumers and Business Customers.
- 1.5. **Site** means our website [www.gtdecorations.com](http://www.gtdecorations.com), or other web presence (eBay, Amazon, etc).
- 1.6. A **Day** is any day of the week including Saturday and Sunday.
- 1.7. A **Working day** is any day of the week that is not Saturday, Sunday or a Bank Holiday.
- 1.8. References to a particular gender shall refer to Male, Female and the Neuter.
- 1.9. Reference to plural or singular forms shall refer to both, where appropriate.

### 2. Placing an order

Orders can be placed in any of the following ways:

- 2.1. Through the GT Decorations website ([www.gtdecorations.com](http://www.gtdecorations.com)):  
A website account is not required and there is no minimum order value.  
Customers can browse our website and add products into their shopping cart. If items are available in different colours, the desired colour can be selected before adding the item to the cart. Multiple colours can be added by navigating back to the product page, selecting another colour and adding this in the same way. The Cart page allows Customers to change the quantity of added products in respective colours, to remove items, and to select a location for delivery as well as a suitable delivery method. During checkout, before payment is taken, a confirmation page is shown to the Customer as a summary of what he is about to pay for. The Customer can at this stage return to the Cart page and make necessary changes. There is a choice of payment Gateways to provide payment processing (Google Checkout or PayPal), both of which allow payment either with a respective account or with a debit/credit card over a secure encrypted link. Signing up for an account with PayPal is optional. Once payment is completed the Customer will be emailed a payment receipt as well as an automatic order acknowledgement summarising their order.
- 2.2. Through eBay (eBay member 'gtflower'):  
Buying via eBay requires a valid eBay user account which is subject to the relevant eBay Terms of Use as set out by eBay.  
Customers can browse our eBay presence ('shop') and order products by using 'buy it now' or by winning an 'auction'. A confirmation email is sent by eBay for every item bought in this way. A summary is available by means of the 'my eBay' page. Customers cannot themselves cancel a transaction on eBay as using bid or buy mechanisms already puts them into a binding agreement as per eBay's Terms. Delivery can be combined for all items sent to the same address by ensuring that they are paid for in a single payment transaction. Customers are encouraged to contact us if their automated eBay bill shows a total that is not as expected. eBay payments can be made via PayPal only and an account may be required. Once payment is completed, the Customer will be emailed a receipt and an order acknowledgement summarising their order.
- 2.3. By email or other direct communication:  
Customers may email or otherwise provide us with a list of items (with corresponding product codes, colours if applicable, and quantities of each), that they wish to purchase, upon which a non-binding quote will be issued. The Customer will subsequently either be directed to use either of the above methods to order, or a payment request may be sent directly using either PayPal or Google Checkout. A receipt will be emailed on completion.

### **3. Formation of Sales Contract**

- 3.1. It is assumed that you are either 18 years or older, or that as a minor you have consent from a responsible supervisor.
- 3.2. Submitting/placing an order and paying for it constitute an offer on your behalf to buy the goods at the indicated price and your acceptance of these terms.
- 3.3. No contract exists between you and the supplier until the order has been received and accepted.
- 3.4. An order acknowledgement may be sent. This does not constitute acceptance of your order.
- 3.5. It may not always be practical to confirm acceptance for every single order. At the very latest we will confirm dispatch of your order by email (automatically implying acceptance).
- 3.6. We reserve the right to decline an order and issue a full refund for any reason whatsoever, for instance the unavailability of goods, and will email you immediately if this happens.
- 3.7. We are not required to provide a reason for declining an order.
- 3.8. The contract is subject to your right of cancellation (see below).
- 3.9. The Terms are subject to change without notice in relation to future sales.
- 3.10. Nothing within these terms shall affect any statutory rights of either party.
- 3.11. We do not supply goods on trial basis.

### **4. Description and Pricing**

- 4.1. Prices and descriptions shall be as given at the time of placing the order.
- 4.2. Images – see below
- 4.3. If an error is found in the description or price, we will inform you of the error and ask you to reconfirm your order with the correct details or offer full (or partial) cancellation with a full (or partial) refund.
- 4.4. By placing an order, or placing a bid or using ‘buy it now’ on eBay you are deemed to have accepted the description as stated. Please clear any questions or issues should before buying.
- 4.5. In addition to product prices you may be required to pay postage and packaging (P&P) to cover delivery costs by post or courier, as well as our expenses of packaging and labour to make your order safe for dispatch.
- 4.6. VAT
  - 4.6.1. Our EU VAT registration number is GB-879678924
  - 4.6.2. Prices shown on our website, on eBay and in emails from us will be inclusive of VAT at the present standard rate unless otherwise stated. The same holds true for delivery charges.
  - 4.6.3. VAT is due on all orders sent to the UK.
  - 4.6.4. VAT is due on orders sent within the EU Customs and Taxation Union (the ‘Union’) unless you provide us with your valid EU VAT registration number prior to completion of your order, in which case a zero-rated supply may be made. Numbers will be checked for validity using VIES ([http://ec.europa.eu/taxation\\_customs/vies/](http://ec.europa.eu/taxation_customs/vies/))
  - 4.6.5. VAT is not due on orders sent outside of the Union and will be refunded upon order completion. Customs charges may be raised by the relevant authority at the port of arrival. This fact and the amount of any potential charge are not under our influence or control.

### **5. Stock Availability**

- 5.1. The goods are subject to availability. We employ various measures to prevent the over-sale of items. Should we nevertheless determine that an item you have ordered is not sufficiently in stock we may ask you to choose an alternative, to reconfirm your order without that item with a refund over the item’s value, or to cancel your order for a full refund.
- 5.2. Stock availability shown on the Supplier’s website or on eBay may not accurately reflect actual availability (in particular with availability from our own suppliers). Please contact us for an update quoting the quantity you require if an ‘insufficient stock’ warning is shown.

## **6. Delivery Locations and Delivery Services**

- 6.1. Customers buying through [www.gtdecorations.com](http://www.gtdecorations.com) are required to choose their delivery location before being quoted P&P. They can further choose between different delivery services if available to their location. Different options will incur different charges. The differences between the available methods are explained on the site. If delivery costs cannot be quoted automatically for the given destination and order, the Customer may contact us directly for a quote.
- 6.2. eBay orders are subject to a charge per order and a small additional fee per item and will be dispatched on a service appropriate for the size and value of the order. Customers should use our website to order if they would like to choose a particular service.
- 6.3. The Customer's full address is supplied during payment at a later stage. It must match the previous location selection to be valid.
- 6.4. If locations do not match, we may ask you to reconfirm your order with the correct details, or to provide a delivery address within the chosen delivery zone, or to cancel your order.
- 6.5. If delivery is not possible by the stated method despite it being selectable, we may change the delivery method at no extra cost to you if this is feasible, or ask you to reconfirm your order using a different delivery method if it is not.
- 6.6. Please ensure your delivery address is correct and that the matching location was selected to avoid delays in the processing of your order.
- 6.7. Any quoted delivery times are estimates provided by the respective carriers and apply after dispatch only. Unfortunately we cannot accept any liability for loss caused by delay in the post.

## **7. Payment**

- 7.1. Depending on whether the order was placed through our website, via eBay, or via other direct means of communication, payment can respectively be made using any of the payment methods shown on our website, on the respective item's eBay listing, or as advised by us.
- 7.2. Payment shall be due before dispatch except where deferred payment ('credit') has been negotiated.
- 7.3. Back ordered items may require a non-refundable deposit. Full payment will be due before goods are dispatched except where credit has been negotiated.
- 7.4. Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.

## **8. Processing of Orders**

- 8.1. Orders are processed as soon as possible and in rough order of receipt.
- 8.2. We make no guarantee that any particular order be processed earlier than a particular other order, or that it be processed on a particular day unless this has been expressly agreed upon in advance.
- 8.3. We will in any case not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery.
- 8.4. If it is foreseeable that we cannot keep a delivery promise, we will inform you as soon as possible.
- 8.5. eBay provides 'delivery estimates'. The information is provided by the respective carriers and digested by eBay and is out of our control. The estimates do not include time it takes for us to pack and dispatch your order. These estimates are after dispatch only.
- 8.6. Some services state 'guaranteed delivery'. This is provided by the respective carrier and does not include time it takes for us to pack and dispatch your order. These guarantees are after dispatch only.

## **9. Delivery**

- 9.1. Please ensure your delivery address is correct and that the matching location was selected to avoid delays in the processing of your order.
- 9.2. If delivery cannot be made to your address for reasons under the Supplier's control the Supplier will inform you as soon as possible.
- 9.3. You are obliged to prepare for the receipt of your order. Additional charges may be incurred for each redelivery attempt.

- 9.4. If you deliberately fail to take delivery of the goods (other than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:
  - 9.4.1. store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or
  - 9.4.2. sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.
- 9.5. If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations the Supplier shall refund or re-credit you within 30 days for any sum that has been paid by you or on your behalf for the goods. On exercising your right to cancel you shall be required to return the goods to the Supplier. Should you fail to return the goods, the Supplier reserves the right to deduct any direct costs incurred by the Supplier in retrieving the goods as a result of such failure.
- 9.6. If delivery fails because of an error on your part, for instance an incorrect or incomplete delivery address, and your order is subsequently returned to us, you will be asked to submit correct details and additional delivery charges may apply for each redelivery attempt.

## **10. Risk / Title**

- 10.1. The goods are at your risk from time of delivery.
- 10.2. If goods arrive damaged or unsealed, you should sign with 'DAMAGED' if a signature is required to aid your claim. Damages or shortages must be reported within 48 hours from delivery. Claims cannot be processed after this period.
- 10.3. Proof of damage is required. We will usually initially ask for digital photographs to be taken and sent to us. We will then try to determine whether the goods should be returned (at our expense) or not. We may offer free replacement, or you may opt for a refund instead.
- 10.4. Ownership of the goods shall not pass to you until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:
  - 10.4.1. the goods; and
  - 10.4.2. all other sums which are or which become due to the Supplier from you on any account.
- 10.5. The Supplier shall be entitled to recover payment for the goods regardless of the current ownership status of any of the goods.

## **11. Your right of cancellation**

### **All Customers**

- 11.1. Your statutory rights are not affected.
- 11.2. Following items cannot be returned under any circumstances:
  - 11.2.1. Customised products and services
  - 11.2.2. Partially used gift vouchers or bonuses
  - 11.2.3. Items bought at auction (rather than 'buy it now') through eBay
  - 11.2.4. Clearance items sold as defective, sub-standard or damaged
  - 11.2.5. Goods 'not as expected' where a sample was obtained beforehand
- 11.3. Gifts – In the event of a return we reserve the right to charge the full purchase price for any gifts you have received that have been advertised on our site but are not returned with the goods.
- 11.4. We reserve the right to charge a handling fee of up to 50% of the market value of returned goods. This is not normally necessary, but may apply for instance where custom supply arrangements had to be made, even if you were not advised of these arrangements prior to finalisation of the sale.
- 11.5. Damages or short-deliveries must be reported promptly within 48 hours of delivery. If a signature is required and packaging is visibly damaged you should sign with 'DAMAGED' or add appropriate notes on the carrier's signature pad.

### **Consumers only**

- 11.6. If you are the end-user of the goods, then under the Distance Selling Regulations (the **Regulations**) you are entitled to a 'cooling-off' period of 7 working days. This period starts on the day after you have received the goods or when information as required by the Regulations has been provided.
- 11.7. You may cancel the contract within this period without stating any reason.
- 11.8. To exercise your right of cancellation you must give written notice to the supplier, giving details of the goods ordered (order number) and where appropriate their delivery.
- 11.9. You must take good care of the products. This includes keeping them in original packaging such as plastic bags if available; keeping them in original, sellable condition; keeping them away from smoke, steam, dust, mud, water or any other conditions that may affect their usability. If you ordered more than one identical items (disregarding colour) which come in sealed plastic bags, then only one may have been opened to check, the others must remain sealed and in mint condition.
- 11.10. Once you have informed us of your desire to cancel, we will provide return instructions and we would normally expect a prompt return (posted within 7 days).
- 11.11. If we cannot contact you for more than 21 days after we have provided return instructions we reserve the right to imply a change of mind and regard the contract as concluded.
- 11.12. You are responsible for return postage costs. We strongly advise the use of an expedited courier service for your proof of posting and confirmation of receipt by us. You must use secure packaging to avoid damage in transit. Please replace the original packaging if it is not safe to use.
- 11.13. We reserve the right to make reasonable deductions for apparently used items, items not kept in good order as above, or to account for damage to products or their packaging that is deemed to have been caused by poor handling, neglect or poor return packaging.
- 11.14. We will credit your account by original means of payment normally within 7 days of receiving the returned goods, but in any case within at most 30 days as required by the Regulations.
- 11.15. If a refund is not possible by original means, we will contact you to discuss alternative ways of crediting you. This may include using electronic transfer (BACS) or Cheque payment.
- 11.16. To avoid disappointment and unnecessary returns we strongly recommend you to order individual items as samples prior to purchasing larger quantities to be able to assure yourself of suitability, including quality, material and colour.

### **Business Customers only**

- 11.17. The Distance Selling Regulations do not apply.
- 11.18. Claims can only be made for damaged, significantly not as described, or short-supplied goods within 48 hours from delivery or you will have been deemed to have accepted the goods.
- 11.19. To avoid disappointment we strongly recommend you to order individual items as samples prior to purchasing larger quantities to be able to assure yourself of suitability, including quality, material and colour.

## **12. Warranty and Damaged Goods**

- 12.1. All items leave us in pristine condition (except where you have been advised of any faults, e.g. 'flawed' or 'substandard' items).
- 12.2. Suitability of decorative goods is highly subjective and we cannot guarantee suitability for any particular purpose or for how long the goods will retain their usability in your particular usage scenario.
- 12.3. If goods are found to be faulty or damaged on arrival you must inform us within 48 hours of receipt. Claims cannot be processed after this period.
- 12.4. If faulty or significantly not as described goods are returned to us and the described fault or damage is not found, or there is evidence that the fault was not caused by us, we reserve the right to charge you for the return postage costs, as well as a 20% administration charge on total order value.

### **13. Images and Colour Matching**

- 13.1. We supply digital photographic images to show the general appearance of our products.
- 13.2. Current limitations in photographic as well as computer monitor/display technology do not permit any accurate colour matching using these images.
- 13.3. Photos may be taken under 'better-than-average' conditions and should not be taken to imply any particular level of product quality.
- 13.4. Vases and other props depicted in photographs are not included unless explicitly stated.
- 13.5. Please check the measurements in the description rather than relying on the pictures to guess the size – different viewing distances and angles may give misleading impressions of size.
- 13.6. If you find that colour descriptions do not match photographic appearance, please contact us prior to ordering so that we may clarify or take better pictures, in particular when comparing multiple products for colour matching.
- 13.7. To avoid disappointment and unnecessary returns we strongly recommend you to order individual items as samples prior to purchasing larger quantities to be able to assure yourself of suitability, including quality, material and colour.
- 13.8. Our images are subject to copyright. Direct ('hot') linking to our content on the internet is strictly prohibited for any purpose. Any form of copying, redistribution or sale is prohibited, unless you are using the images for your own private informational use or to advertise for us and our business. In no event may images be used for commercial or monetary gain unless explicitly approved in writing by us.
- 13.9. Please also read our Terms of Website Use. These are hereby included by reference.

### **14. Limitation of Liability**

- 14.1. The Supplier shall not be liable to you for any loss or damage in circumstances where:
  - 14.1.1. there is no breach of a legal duty owed to you by the Supplier or by its employees or agents;
  - 14.1.2. such loss or damage is not a reasonably foreseeable result of any such breach;
  - 14.1.3. any increase in loss or damage results from breach by you of any term of this contract;
  - 14.1.4. such loss or damage is the result of fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.
  - 14.1.5. Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.
  - 14.1.6. USE COMMON SENSE: Our products are not toys and may contain small parts that pose a risk of swallowing. Products are handled in light industrial environments and may not be safe to use on or near food that is intended for consumption. Our products are highly flammable: keep them away from fire and heat. Never leave burning candles unattended. Keep plastic bags away from young children to avoid the dangers of suffocation.
- 14.2. If you are a Business Customer, the Supplier shall additionally not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

### **15. Communication**

- 15.1. Email shall be deemed to be sufficient for carrying out all necessary communication.
- 15.2. Email communication is deemed to have been received by the recipient server hosting the Customer's email account the instant it was sent and GT Decorations shall have no liability to the Customer in relation to communication via email that was not received due to any of the following:
  - 15.2.1. restrictions such as firewalls or 'spam' blocking and/or filtering devices that the Customer employs;
  - 15.2.2. an incorrectly specified email address;
  - 15.2.3. unreachable, over quota or otherwise not reachable mail accounts.
  - 15.2.4. We may retry email delivery if we believe a message was possibly lost.

- 15.3. Conversely Customers may expect emails to have been received when they are sent. If you receive an error message when sending or having sent an email, please check that our email address has been spelt correctly and try again after about 30 minutes or on the next day.

## **16. Data Protection**

- 16.1. Data about you is held in accordance with the Data Protection Act 1998 and its Amendments.
- 16.2. Please note: Payment card details are neither stored nor accessible by us in any way.
- 16.3. Information we collect about you for the purpose of fulfilling our side of the contract include:
- Your name and email address
  - Delivery information including recipient's details (if not yourself)
- 16.4. Anonymous information we may collect about you in aggregate form for internal purposes only:
- Referral information (which internet site led you to our site, if any)
  - Search keywords used if you were referred by a search engine such as Google or Yahoo
  - Browsing habits (your use of **only our** site, length of stay, repeat visits, etc.)
  - General system information (operating system, browser, screen size, etc.)
- 16.5. Information we may collect about you that can potentially be used to identify you:
- Your IP address
- 16.6. The above information is used by us only and will never provided to third parties.
- 16.7. Order information will be kept on record for a period at least as long as required by law for accounting purposes. This may be in electronic as well as paper form.
- 16.8. So-called 'Cookies' are used to store temporary data about your visit. They can be used to identify you to our site, but will cease to be valid once you close our site. 'Cookie' behaviour can be changed in your internet browser, for example to block them completely. Please note that doing so may adversely affect website usability, in particular shopping cart facilities may cease to function.
- 16.9. You may request to know, or request changes to the personal information we hold about you at any time by making your request in writing to us at the postal address at the top. We require this in postal form with a signature to ensure that you are enquiring about your own information rather than somebody else's.
- 16.10. Our website usage terms (<http://www.gtdecorations.com/info/terms/use/>) are hereby included by reference.
- 16.11. Our privacy policy (<http://www.gtdecorations.com/info/policies/privacy/>) is hereby included by reference.

## **17. Miscellaneous Information**

- 17.1. These terms of sale and the supply of the goods will be subject to English law and the courts of England and Wales will have jurisdiction in respect of any dispute arising from the contract.
- 17.2. Should any of the terms in this agreement be proven void, illegal, unfair or otherwise unenforceable under prevailing jurisdiction then this shall not affect any other terms in this agreement.
- 17.3. Waiver – A waiver of either party to enforce a particular part of this agreement shall not be construed as a waiver to enforce any other clause in this contract, nor a waiver to enforce this or any other clause in any future contract.

## **Appendix A – eBay specific additional terms**

### **1. Description and Pricing**

- 1.1. Descriptions and pricing will be as shown in the relevant eBay item listing.
- 1.2. Please raise any queries you may have before buying.
- 1.3. Prices and P&P include VAT at the present standard rate unless indicated otherwise.
- 1.4. Prices may be different from those shown at [www.gtdecorations.com](http://www.gtdecorations.com)
- 1.5. Certain special offers and discounts may not be available to eBay buyers.

### **2. Combined Postage**

- 2.1. Combined postage is the sending of multiple items in a single consignment to the same address.
- 2.2. Combined postage discount may be available when the Customer buys 2 or more items inside a span of 3 days or as confirmed in writing by us.
- 2.3. Discount (if any) can be given if the Customer requests a ‘combined postage invoice’ before proceeding to pay for his order.
- 2.4. Discount may be applied automatically when the items are bought within a certain time span.
- 2.5. Combined postage cannot be guaranteed if items are paid for individually instead of through an invoice and may thus be sent separately.
- 2.6. Overpaid postage may (or may not) be refunded at management’s discretion, regardless of whether we subsequently decide to send items together.
- 2.7. Please email us immediately if you notice any discrepancies.

### **3. Payment**

- 3.1. As per eBay’s user agreement, a (winning) bid or purchase via ‘buy it now’ constitutes a binding offer.
- 3.2. Please contact us regarding payment within 3 days of your purchase, even if it is just to say that you need to delay payment for a good reason.
- 3.3. Non-payment will be pursued with means that eBay provide for this purpose.

### **4. Bid or Purchase Cancellation**

- 4.1. Please contact us if you need to cancel a bid or purchase.
- 4.2. eBay transactions must be cancelled through the ‘dispute process’ on eBay to allow us to claim back sales commission and other expenses from eBay.
- 4.3. If this is not done properly we reserve the right to refer the case to the relevant eBay department.