



## F. A. GILL LTD - TERMS & CONDITIONS:

1. By placing an order with us you will be deemed to have read, understood and agreed to these Terms and Conditions. If you are unhappy with any aspect of these, then you should contact one of our customer service advisors at [hello@gillsheritage.co.uk](mailto:hello@gillsheritage.co.uk) before placing an order with us.
2. These terms and Conditions and your use of our web site are governed by English law and you agree to submit non-exclusive jurisdiction of the English court. This does not affect your non-excludable statutory rights.
3. This website and our Terms and Conditions have been designed for use within the United Kingdom and under UK Law. Whilst we are happy to consider requests for products and enquiries outside the United Kingdom, we give no warranty, express or implied, that the use of this website or the placing of any order through this website from outside the UK complies with any applicable non-UK laws or regulations. Accordingly, any products or promotions not permitted under your local law are not offered to you.
4. A Contract between the Customer and F. A. Gill Ltd for the sale of our products will only exist once an order has been accepted and processed (at which point the Buyers debit/credit card will be charged for the value of the goods ordered). This does not affect the customer's statutory rights.
5. Prices and availability of goods are subject to change without notice. This means that the price confirmed after placing the order may be different to that charged at delivery. Every effort is made to ensure that this will not happen. A delivery charge will be added to your order value where appropriate, please see delivery information.
6. **YOUR RIGHT TO CANCEL:**  
You may normally cancel your order (once accepted by us) for any reason prior to the order being prepared for despatch. If you do cancel the contract within this time, any payments made by you will be refunded in full within 30 days.
7. **RETURNS POLICY:**
  - a). If you are not entirely delighted with the product that you have chosen you may return them to us we will be happy to offer a refund or replacement as appropriate.
  - b). Please take extra care to read our Product Care page or the instruction leaflet enclosed with your order, as we cannot accept items for a refund or exchange if they have been damaged due to incorrect handling or storage by the customer.
8. **PAYMENT AND TAXES:**
  - a). We accept online payment in a secure environment by credit or debit card. We currently accept Visa, Mastercard, American Express. All transactions are shown in £ sterling.
  - b). We take payment at the time of order as our products are prepared to order.
  - c). All prices quoted on this website are accurate at the time of publication and are quoted in pounds sterling (£) and where appropriate are inclusive of UK sales tax (VAT) at the current rate. The current rate of VAT is 20%.
  - d). Our guarantee to you if your credit/debit card is used fraudulently as a direct result of being used to buy from our site. Then we will assume liability for the first £50 of your loss. Your credit/debit card company is obligated to take responsibility for the rest. We will do our best to work with your credit card company to minimise the hassle for you.
  - e). We endeavour to display through this website all items in our current range. We aim to hold stock of all products however occasionally an item will be out of stock and if this is the case will normally be indicated on the website. Any dates quoted for delivery are estimated delivery dates only and may be subject to change and we can accept no liability for any loss or damage (whether direct or indirect) for delivery at any time other than the estimate date for delivery. All orders received before 10am Monday to Thursday will be subject to availability (and unless the customer requests delivery at a later date) be despatched on the same day for next working-day delivery.
  - f). Those orders received after 10am or Friday to Sunday will be despatched (subject to the above) on the next working day.
9. **UK DELIVERY:**
  - a). Stock permitting, all orders placed by mail-order or on the web are usually despatched using a "next working day" carrier service. During the busy Christmas period, we will endeavour to advise you if there are likely to be any small delays. In the event that an item is temporarily out of stock, we will notify you of the delay and despatch it as soon as it arrives.
  - b). Standard "next working day" delivery. This is available to most UK addresses. Some remote areas of the UK including parts of Scotland are subject to extended delivery times.
  - c). If we are unable to deliver on the specified day due to adverse weather conditions or other circumstances beyond our control we will endeavour to deliver at the next earliest opportunity and our liability is limited to this. Customers are advised to arrange for delivery of their order a few days before they need it.

- d). Delivery to Northern Ireland, Scottish Islands, Isle of Man, Scilly and Channel Islands. Whilst we use express couriers, the delivery in these areas will vary.

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10. **CONFORMITY OF GOODS:**

We take every care to ensure that the description and specification of our products are correct at the time of going to press.

11. **DISCLAIMER AND LIMITATIONS OF LIABILITY:**

F. A. Gill Ltd does not seek to exclude or limit liability for death or personal injury arising from its negligence or that of its members agents directors or employees or for any fraudulent misrepresentation.

- a). To the fullest extent permitted by law and save as provided above, F. A. Gill Ltd nor any associated company shall be liable to you by any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, or in negligence (whether in the part of F. A. Gill Ltd or any of its members, agents, directors, employees or otherwise) for any indirect special or consequential loss or damage (including but not limited to loss of profit, loss of saving) costs, expenses or other claims for compensation whatsoever which arise out of or in connection with the use of this website, the supply of the products or their use of resale by you. The limitations of liability in these conditions shall apply equally for the benefit of F. A. Gill Ltd and any other associated company of F. A. Gill Ltd as if references to F. A. Gill Ltd included references to each such associated company.
- b). While F. A. Gill Ltd uses reasonable endeavours to ensure that the information on this website is accurate and up to date, it does not give any warranty as to its accuracy or completeness and F. A. Gill Ltd will not be responsible for any errors or omissions or for the results arising from the use of such information. While F. A. Gill Ltd takes all reasonable steps to ensure a fast and reliable service, it does not guarantee that your use of this website will be interruption or error free and will not be responsible for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.
- c). Further F. A. Gill Ltd will not be responsible nor liable for your use of any other websites which you may access via links within this website. F. A. Gill Ltd does not control these websites and is not responsible for their content. Any such links are provided merely as a service to users of this website and their inclusion in this website does not constitute endorsement by or affiliation with F. A. Gill Ltd.
- d). The entire liability of F. A. Gill Ltd under or in connection with any contract for any products to which these conditions shall apply shall not exceed the price of the products, except as expressly provided in these conditions.
- e). F. A. Gill Ltd will not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the products ordered by you if the delay or failure was due to any cause beyond its reasonable control.
- f). F. A. Gill Ltd may assign or transfer any of its rights or sub-contract any of its obligations under these terms and conditions to any third party. You may not assign or transfer any of your rights or sub contract any of your obligations under these terms and conditions except with the specific permission in writing of F. A. Gill Ltd.
- g). No person who is not party to these terms and conditions shall have any right to enforce any term under the Contracts (Rights of Third Parties) Act 1999. Nothing in these conditions is intended nor shall affect any of your statutory rights that may be legally excluded. Copyright and Trademark.
- h). **COPYRIGHT AND TRADEMARK:**  
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