

LONDON ORNAMENTS

STYLISH IDEAS FOR THE HOME AND GARDEN

TERMS & CONDITIONS

London Ornaments reserves the right to change these terms and conditions from time to time without notice. The changes will apply from the date they are posted on the website.

For the purpose of these terms and conditions, 'we' and 'us' refers to The Seller ie London Ornaments and 'you' and 'your' refers to The Buyer ie you the customer.

Trade Accounts

- We are a trade only supplier and we require evidence of business trading before we can supply products to you.
- If you wish to open a trade account with us, please complete the registration form on the website www.londonornaments.co.uk
- London Ornaments reserve the right to reject any application and to cancel trade accounts.

Supply of Products

(i) General

- All prices quoted are trade prices and are subject to change without notice.
- Each product has an MOQ – minimum order quantity – normally based on pack size. Orders should be in multiples of the MOQ for each product.
- We do not operate a sale or return policy.
- We do not operate 'drop shipping' i.e. delivery direct to your customer.
- If you decide you do not like the product once you receive it, we cannot accept returns unless they are defective.
- The goods will be your responsibility and risk after delivery.
- Title to the goods is retained by London Ornaments until full payment is received from the customer and cleared through the bank. If you do not pay an invoice and we have to take legal action, we reserve the right to retrieve our products from your premises.
- As most of our products are hand finished, there may be slight variation in colour or finish from that shown in our brochure.

(ii) Registering

- If you would like to register for a trade account with us, please complete the online form by clicking 'Registration' our website www.londonornaments.co.uk.
- Please note that you should indicate on the form the invoice and delivery address and all retail locations.
- Once completed and returned, we will issue you with a login to our website so that you can place orders at www.londonornaments.co.uk
- Please note that if we already have a customer close to your address, we may not be able to accept you as a customer. London Ornaments will not discuss the details of any of our customers.
- We are not accepting any further applications from customers who only trade on Amazon and/or Ebay.
- If any of your details change at any time following the initial registration, please let us know as soon as possible, particularly if you are moving premises. If you new premises are close to another existing customer, please note that we may not be able to supply you.

LONDON ORNAMENTS

STYLISH IDEAS FOR THE HOME AND GARDEN

(iii) Ordering

- Orders can be placed online at www.londonornaments.co.uk once you have a login. See above for the registration process.
- Alternatively, you can email your order to info@londonornaments.co.uk, or call us on 0118 969 0001.
- When you place an order, please ensure the value is above our minimum (see (iv) below).
- Once you have placed your order, you will be sent a confirmation. Please check this and notify us of any amendments prior to payment and/or delivery. We do not accept returns of products that you have ordered and confirmed and have no defects.
- Should any items on your order be out of stock, and the total is below our minimum, we will ask if you want to add to the order to make it up to the minimum order values.

(iv) Minimum Order Value (varies according to location and product type)

- **Minimum order value is £300** of in stock items excluding VAT – carriage is a minimum of £50 per pallet to UK mainland destinations (see notes below for exceptions).
- **Minimum carriage paid order value is £600** of in stock items excluding VAT (see notes below for exceptions):
 - there may be a delivery surcharge for certain destinations eg parts of Scotland, Wales, Cornwall, Isle of Wight etc – this can range from £14 to £40.
 - For all other non mainland UK destinations eg Ireland, Europe etc, **carriage will always be charged**. If the order is over £600, we will deduct £50 which would be the cost of a pallet within the UK. Please contact us for carriage charges to non-UK destinations. There will also be an admin charge to cover the costs of Customs clearance.
- Small Products may be delivered by a third party courier company eg. UPS
 - Minimum order value is £300 (excluding VAT) and carriage charge is £15 per carton
 - This covers small, non-delicate lightweight products. Please ask if you are unsure which items can be included.

(vi) Back Orders

- We always aim to fulfil your entire order. However, there will be occasions where a product is out of stock or has been delayed due to production difficulties.
- When ordering via the website, only in stock items can be selected. However, if stock is low and several customers order at the same time, an item may be unavailable at the time of processing. These will be removed from your order.
- We will then ask you if applicable, to make up your order to the minimum for carriage paid by adding more products.
- We do not generally hold back orders for customers.

Payment Terms

- For all new customers, payment is on a proforma basis ie prior to delivery.
- For subsequent orders, once a credit application form has been completed and checks have been satisfactorily completed, payment terms are 30 days.
- For all non UK customers, payment will always be on a proforma basis, unless otherwise agreed.
- Please note that once credit terms have been agreed, if invoices are not paid within the agreed terms, we reserve the right to revert to proforma terms for future orders.
- Acceptable payment methods are BACS, bank transfer, or debit/credit cards (excluding Amex).

LONDON ORNAMENTS

STYLISH IDEAS FOR THE HOME AND GARDEN

- Our bank details can be found on the bottom of our invoices. Please note that this may be subject to change.
- We reserve the right to charge interest on overdue balances and any costs incurred in recovering overdue amounts will be charged to the customer.
- Please note that title does not pass to the customer until payment has been received in full and cleared by our bank.
- If payment is not forthcoming, we reserve the right to recover our goods from customer's premises.

Delivery

- Your order will normally be delivered via a third party pallet company but can also be by one of our vans or via a courier. You can also collect from our warehouse.
- If a product is in stock, we aim to dispatch your order within 1-2 weeks (provided sufficient payment arrangements are in place). At busy times of the year, this period may be extended.
- Stoneware items are made to order and therefore may take longer – normally 2-3 weeks depending upon the time of year.
- We will contact you prior to delivery to arrange a suitable day. Please note that the pallet company generally operate a multi-drop facility and it is therefore not possible to state a specific delivery time.
- Deliveries by courier will be delivered the day after dispatch. You will receive confirmation via email that the order has been dispatched.
- Deliveries by pallet and normally arrive 2 days after dispatch. They do not give a specific time for the delivery but can call you approx. an hour before arrival if you request it. Please note: we cannot guarantee that the delivery company will take the pallet away. We can request removal but it is at the discrepancy of the driver.
- If your order is delivered by London Ornaments, please check the number of items received and the products against the delivery note given to you by the driver. Please sign that you have received these items or indicate otherwise on the delivery note if any are missing. We will not accept claims at a later date for missing items if these have not been indicated on the delivery note at the time of delivery.
- If your order is delivered via a third party ie on pallet or via courier, please do not sign for the delivery until you have checked the contents or sign it as unchecked. If items are found to be missing later, and you have signed for it as complete, the haulage/courier company will accept no responsibility and will not pay compensation. We will therefore not accept claims from you on this basis.
- If you choose to collect your order from us, please make sure that you check all products before you load your vehicle and depart. We will not accept any claims for damages after this time as the products are then your responsibility and may be damaged in transit.

Damages

- We appreciate that you may not be able to check for damages at the time of delivery but ask that you check as soon as possible and notify us within 5 working days of receipt by email to info@londonornaments.co.uk attaching photographic evidence of the damage. We will not accept claims received after that date.
- Depending upon the amount of damage, we will ask you to take the product but at a discounted rate. If the damage is minimal, we would expect you to accept this discount.
- If you prefer not to take any items that are damaged in any way, we would expect you to package up the damaged items and return to us at your expense. We will give a full credit, once we have received the products back in good condition with no further damage.

LONDON ORNAMENTS

STYLISH IDEAS FOR THE HOME AND GARDEN

- Please note, that if you do not check products prior to selling to your customer, and they return them later as damaged, we cannot give any credit or discount.

Exclusivity

- Whilst we cannot guarantee exclusivity, wherever possible, we will not supply the same products to more than one business located in close proximity, particularly in a small town.
- If you would like exclusivity, you must apply to us in writing via email. To qualify, you must
 - Order on a regular basis (ie at least once every 4 months)
 - Achieve an annual minimum spend of £3,500 before VAT
- Below are the guidelines we work to when considering any company for exclusivity (provided the financial minimum is met):
 - We do not give exclusivity to anyone in London or in larger cities and towns.
 - For other locations, we check on the first part of the post code eg RG5. If there is already a customer in the same code who has registered for exclusivity, we will generally not supply another company with the same products.
 - If the new customer thinks that they will not be selling the same products, we will suggest that they contact the existing customer to check if they will happy for them to sell LO products. It is for the two companies to agree this. LO will not get involved in the discussions.
- These are guidelines and we appreciate that there may be exceptions so please contact us if you feel that you should qualify.

January 2023