

Czech & Speake Website Terms & Conditions

Definitions

“Conditions” means these terms and conditions

“Goods” means our Goods supplied through the Website

“Personal Details” means the registration information we ask you to provide to us including but not limited to your real name, phone number, email address, and payment details

“Website” means the website located at www.czechspeake.com

“We/us” means C&S Shops Limited, supplier of Czech & Speake products

“You” means a user of the Website

Descriptions and prices

We take all reasonable care to ensure that the details, descriptions and prices quoted on the Website are correct and up to date but it can happen that the information on the Website at a particular time may not reflect the position exactly at the moment you place an order. We will only accept orders if there are no material errors in the description of the Goods or their price as advertised on the Website.

Note that some prices displayed are exclusive of VAT and all are exclusive of delivery charges. The total cost of your order is the price of the Goods ordered plus VAT if applicable and delivery charges as quoted to you. Our VAT number is 782935781

Specifications or other technical characteristics, data and description are approximate only. The packaging may vary from that shown. We have made every effort to display truly the colour of products on the Website, but as the actual colours you see will depend on your own computer equipment, we cannot guarantee your monitor will display complete accuracy of colour.

Eligibility

To be eligible to buy Goods on the Website you must be 18 or over, possess a valid credit or debit card issued by a bank acceptable to us and be lawfully able to form contracts under English law

By placing an order you warrant that your Personal Details are true, accurate, current and complete in all respects and that should any of them change in future you will notify us immediately.

You also specifically authorise us to transmit information or to obtain information about you from third parties including but not limited to your debit or credit card number, to authenticate your identity, to validate your card, to obtain authorisation for purchases

Contract and payment

To create the contract between you and us:

- You place your order by following the process set out on the Website and pressing the Submit order button at the end of the process.
- We will send you an order acknowledgment email detailing the Goods you have ordered and the total cost of the order. This step is not an order confirmation or acceptance by us

- If subsequently we are unable or unwilling to fulfil your order we will advise you by email or telephone and arrange to refund your card account
- Our acceptance of your order and completion of the contract will take place on despatch of the Goods ordered unless we have notified you that we do not accept your order or you have cancelled in accordance with your cancellation rights

Orders are accepted at our discretion but are usually accepted if the Goods are available, we can obtain authorisation for your payment and we identify no pricing or product description error. Please note however that we reserve the right to reject any offer of purchase by you at any time.

Payment can be made by Visa, Mastercard, American Express, Visa Debit/Delta and Maestro/Switch card. Payment will be debited and cleared from your account at the point at which your order is submitted to us. If the issuer of your payment card refuses to pay or does not for any reason authorise payment to us, we will not be liable for any delay or non-delivery.

We will take all reasonable care to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide.

Delivery

We will always aim to despatch the Goods within the lead time indicated on the Website but such times are indicative only and we are not liable for any delay however caused. Unless you have requested delivery in instalments, orders to one address delivered in one or more deliveries will incur one delivery charge only. If you specify delivery to more than one address there is a separate charge for each destination address.

Because we use carriers for delivery, we cannot deliver to box numbers

If you request delivery to a country outside the United Kingdom, you are responsible for complying with any local regulations and for the payment of any duties and all other charges governing the importation into that country

You should inspect the Goods on receipt to check that everything specified on the delivery note is included. You will be deemed to have accepted the order unless you notify us on receipt that there is a problem or you cancel or return the order in accordance with your *cancellation rights* or our *returns policy*. If you fail to take such action we are not obliged to accept any rejection by you of Goods at a later date

The risk in the Goods transfers to you upon delivery. We retain the legal ownership of all Goods until full payment has been made by you and received by us and legal ownership of the Goods will immediately transfer back to us if we refund any payment for Goods to you.

Cancellation rights

Under distance selling regulations you are entitled to cancel the contract provided you exercise your right by sending us written notice of cancellation within seven working days after the day on which you receive the Goods and returning the Goods to us at your cost in their original, unopened and unused condition. You may submit your cancellation notice by email to customer.services@czechspeake.com. If you have requested delivery to a third party you may exercise your right to cancel if you are able to return the Goods to us.

We will refund your payment (less the cost to us of recovering the goods if you do not pay for their return to us) within no more than 30 days after we receive a valid cancellation notice

Please note that your right to cancel does not apply to Goods which have been assembled or adapted to your specification

Returns Policy

We hope that you will be delighted with your order. However, if for any reason you are not completely satisfied we are happy to offer a refund, exchange or replacement on Goods returned to us within 14 days of your receipt in their original and unused condition.

We regret that this policy does not extend to Goods which have been assembled or adapted to your specification, or to Goods which on inspection we reasonably believe to have been used. In addition, aromatic products which have been opened cannot be returned for reasons of hygiene

Please notify customer.services@czechspeake.com or telephone +44 (0) 20 8983 7400 (Monday-Friday 10-4) if you are returning Goods, stating your customer order number, details of the Goods, your reasons for the return, and whether you are asking for a refund, exchange or replacement.

Returned Goods must be wrapped securely and sent with their original despatch note by a method of recorded delivery requiring our signature, as we will not be responsible to Goods lost in transit. Unless Goods are faulty or do not comply with the contract all costs of their return must be paid for by you. Any expense incurred by us, including import taxes or duties, will be charged to your card account,

Your request will be processed as soon as we receive and inspect the Goods. If an item you have requested in exchange is not in stock, we will offer you an alternative or a refund. Refund will be made only by way of credit to the card account used to purchase the Goods. In appropriate cases we reserve the right to deduct up to 15% from the refund value by way of restocking fee

This policy does not affect your UK statutory rights

Privacy

When you shop on this Website, we will collect from you such Personal Details as your name, billing and delivery addresses, telephone number and payment information. We may also collect information about where you are on the internet (for example, your URL, IP address, domain types), country and telephone area code. We will hold and use this data only in accordance with our *Privacy Policy*.

Liability

We make no representations or warranties, express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website, including but not limited to satisfactory quality, non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing, usage or trade.

We do not warrant that the Website will meet your requirements, that it will be timely, free of error or interruption, that defects will be corrected, that there will be no computer viruses, system

failures or malfunction. We will not be responsible or liable for any loss of content or material uploaded or transmitted.

Links to other websites or resources appearing on the Website are for your convenience only, for you to access at your sole discretion. We are not responsible for the availability, privacy policies or content of such external sites and resources. The inclusion of links is not an endorsement by us of the products, services or suppliers connected with them and we shall not be liable for any loss, damage or offence which may arise from their use.

To the fullest extent permitted by law we will not be liable in contract, tort or otherwise for interruption of business, loss or damage of any kind incurred as a result of dealings with or the presence of the Website or the Conditions and to the same extent we disclaim any and all warranties, express or implied, of any kind in relation to our products

This does not affect your statutory rights as a consumer and nothing in the Conditions excludes or limits our liability for death or personal injury resulting from our negligence or that of our agents or employees

General information

Any changes to these Conditions must be in writing and agreed by you and us. In agreeing to accept the Conditions, you confirm that you have not relied on any representation except where it has expressly been made a term of the Conditions and that you will have no remedy in respect of any representation

Our failure or delay in the exercise any right or remedy under these Conditions is not to be construed or operate as a waiver, nor will any single or partial exercise by us of any right or remedy preclude our other or further exercise any other right or remedy.

If any part of the Conditions is deemed unlawful, void or otherwise unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of the remaining provisions

Law, jurisdiction and language

The Website, its content and any contracts entered into by its use are governed by English law. You irrevocably submit to the exclusive jurisdiction of the courts of England & Wales. All contracts are concluded in English

Feedback & complaints

Please send any complaints, enquiries or other feedback to the postal or email addresses detailed in our *Contact* link.