

## Terms & Conditions

Thank you for your interest in Care Home Murals. By using this Website, and by contacting us through the Website, or by any other means, you are presumed to have read and understood these Terms and Conditions and to be in acceptance of them.

You may download and store a copy of these [Terms & Conditions](#) here.

## Definitions

“Customer” and “You” means the person viewing this site and who places or seeks to place an order with Care Home Murals.

“Ourselves” and “Us” and “We” means Care Home Murals and Michael Potter.

“Contract” means the Contract entered into by Care Home Murals and the Customer.

“Goods” means the Products and Services ordered by the Customer and which are the subject of the Contract.

“Order” means any order placed by the Customer for the supply of goods and services by Care Home Murals.

“Website” means the website [www.carehomemurals.co.uk](http://www.carehomemurals.co.uk).

## Information

Care Home Murals is a trading name of Michael Potter. Our trading address is Chestnut Cottage, Churchside, Harlaston, Tamworth B79 9HE. We may be contacted via email at [sales@carehomemurals.co.uk](mailto:sales@carehomemurals.co.uk).

Our Products and Services are described on our Website, and are described and/or referred to in our Order Confirmation documentation.

Our Prices (see **Pricing** below) are described on our Website, and are described in our documentation.

Our Delivery details (see **Delivery of Orders for Products** and **Delivery of Orders for Products** below) are described on our Website and in our documentation.

The procedure for placing an Order is described on our Website and within this document (below).

After sales support and service is available on our Website and from ourselves.

The Contract will be written in English.

Communication will generally be via email, and it is understood that this method of written communication between the Us and the Customer is acceptable.

**Your Warranties**

By placing an order through our Website, you warrant that you are legally capable of entering into binding contracts. If we discover this to be incorrect, we shall be entitled to terminate the contract between us and to pursue any legal remedies that we may have under the general law.

**Terms of Contract**

An Order received from a Customer for a Product or Service constitutes an offer to buy the Product or Service and all Orders are subject to acceptance by Us. After placing an order, you will receive an e-mail acknowledgement from us, confirming that your Order has been accepted and that a contract has been made.

**Terms of Supply**

All goods and services supplied by Us are made to the Customer's specification specifically for that Order. As such, it is not possible to cancel an Order after it has been placed.

Work will commence no sooner than 24 hours after your payment for the Order has been received.

If, for whatever reason, you decide to cancel your Order before work has commenced, we will refund your payment without delay.

The Customer has no Right to Return Goods or Services supplied under a Contract except in the circumstances set out below under 'Warranties and Liability'

This provision does not affect your statutory rights.

**Suitability for Purpose**

It remains the Customer's responsibility to satisfy themselves of the suitability of any and all Products and Services ordered for their proposed application, installation and/or purpose. This includes the suitability of all print materials, wallpapers and vinyl materials, particularly with regard to health and fire risk and legislation.

As with all printed media, you should note that some colour fading may occur in printed materials over time.

Please note that variations between the colour settings of computer monitors may mean that the printed colours in your murals may differ slightly from those displayed on your screen. This is not a fault in the Product.

**Delivery of Orders for Products**

Your Order will be fulfilled by the delivery date stated in the Order or, if no delivery date is specified, then within 30 days of the date of your order, unless there are exceptional circumstances. If we are unable to deliver all or part of your Order to you within 30 days of your Order, we will contact you and either agree a later delivery date or you may cancel your order for the undelivered goods or services, in which case we will refund all monies due for the undelivered products in accordance with our refunds policy (described below).

**Delivery of Orders for Services**

Your Order will be fulfilled by the delivery date stated in the Order unless there are delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.

You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms. If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.

**Ownership**

Ownership of the goods supplied under the Contract will pass to the Customer when the Goods are delivered to the address supplied by the Customer and full payment has been received by Us, whichever event shall be the later. Notwithstanding this, all risk in the Goods shall pass to the Customer upon delivery, and We shall not be liable for any subsequent loss or damage occurring to or in respect of the Goods or Services.

**Pricing**

The prices of Products or Services will be as quoted on our Website at the time of your Order, or as set out in any Quotation we provide to you, except in cases of obvious error.

Prices exclude VAT and delivery costs, which may be added to the total amount due.

The Company is under no obligation to provide a Product or Service to you at an incorrect and lower price, even after we have sent you an Order acknowledgement, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as such.

Payment for all Products and Services must be made via a bank transfer direct to our bank.

**Warranties and Liability**

We shall use every reasonable endeavour within the practical limits of the production processes to ensure that Goods supplied are of satisfactory quality and are fit for their purpose.

In the event that the Customer, upon receipt of the Goods, believes them to be damaged, defective or in any way not in accordance with the Order, they must advise Us in writing within seven days of receipt of the order and in the meantime retain the Goods, together with all packaging material and order documentation in the condition in which it was received.

We may then ask you to return the Good to us for inspection, and you must take reasonable care to see that they are received by us and not damaged in transit. We will reimburse the reasonable cost incurred by you in returning the Goods to us.

We will examine the returned Goods and if found to be damaged, defective or in any way not in accordance with the Order we will notify you via email of your entitlement to replacement Goods or a refund within a reasonable period of time.

We will process any refund due to you within 30 days of the day we received your complaint. We aim to make refunds using the same method as that used by you to pay for your purchase.

We shall not be liable to the Customer nor be deemed in breach of the Contract by reason of any delay in supplying, or any failure to supply, any Goods ordered, where that delay or failure is due to any cause or circumstance beyond the reasonable control of Ourselves.

We shall not be liable for any consequential loss, howsoever arising, resulting from any failure to deliver any Goods ordered or from any delay in the delivery of such Goods.

### **Privacy Policy**

Please refer to our [Care Home Murals Privacy Policy](#) document.

### **Copyright**

The name and style of Care Home Murals, together with all content of the Website and any other published and printed material produced by Care Home Murals are the strict copyright of Care Home Murals, and may not be copied, published, reproduced or stored in any form, whether electronic or otherwise, without the express prior consent in writing of Care Home Murals.

### **Copyright in Images**

In the event that the Customer supplies to Us images for any purpose whatsoever it is an implied term that the Customer is either the legal owner of the copyright of that image, or, alternatively, that they have obtained all necessary legal consents from the copyright holder to the use of the image for the purpose for which it is supplied to Us. We shall in no way be liable for any claim arising from a failure by the Customer to comply with this requirement.

We shall at all times, and in its sole discretion, retain the right to reject any image or other material supplied to it in connection with any Order or for any other purpose.

### **External Links**

We may on occasions make available on the Website links to other third party websites, but such links should not be taken to imply any endorsement by Us of such third parties, nor will We be in any way liable for any loss or damage resulting from the use of these websites.

### **General**

No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

The clauses of these Conditions and each sub-clause thereof are several and if any part of any clause or sub-clause shall be void, invalid or unenforceable then the remainder of such clauses or sub-clauses shall nevertheless be valid and enforceable.

If any provision of these Conditions is held by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction in whole or in part, it will not affect the validity or enforceability of the other provisions of these Conditions and the remainder of the provision in question shall not be affected nor will it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

All Contracts made between the Customer and Care Home Murals are governed by, and are subject to, the laws of England and Wales, and any dispute arising must be dealt with by the courts within that jurisdiction.

We reserve the right to revise and amend these Terms & Conditions at our discretion.

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