

INTRODUCTION

This is the official Website of Burned by Design Ltd. It is intended to serve as an introduction to our firm, by giving an outline of our services and by providing details of how we can be contacted. The terms and conditions set out below govern the use by you of the Website.

1. General

1.1 We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website and it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.

1.2 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website

1.3 Certain website services will require registration and subsequent access to those services will be subject to an approved login name and password ("Password Details"). Information that you provide on this website must be accurate and complete. All Passwords Details are accepted and may be withdrawn at our sole discretion and are exclusive to you and non-transferable and must be treated as strictly confidential at all times.

2. Order process

2.1. All orders that you place on this website will be subject to acceptance in accordance with these terms and conditions.

2.2 The 'confirmation' stage sets out the final details of your order. Following this, we will send to you an order acknowledgement email detailing the products you have ordered. Please note that this email is not an order confirmation or order acceptance from Burned by Design.

2.3 Acceptance of your order and the completion of the contract between you and us will take place on dispatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it.

2.4 We do not file details of your order for you to subsequently access direct on this website, and therefore, please print out these terms and conditions and the order acknowledgement for your own records. If you wish to obtain specific details of your previous orders please.

3. Delivery

3.1 Delivery charges and estimated timescales are specified when you place an order. We make every effort to deliver goods within the estimated timescales, however delays are occasionally inevitable due to unforeseen factors. Burned by Design shall be under no liability for any delay or failure to deliver the products within estimated timescales.

3.2 Risk of loss and damage of products passes to you on the date when the products are delivered to you or are left with a person or place nominated by you.

4. Payment

4.1 We take payment from your card or PayPal account at the time we receive your order, once we have checked your card or PayPal details. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the goods. Additional Terms and Conditions for payments made by paypal can be found at www.paypal.co.uk (this link will open in a new window). (www.burnedbydesign.com is not responsible for the content of external websites.)

4.2 To ensure that your credit, debit, charge card or PayPal account is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

4.3 Online price errors. If we discover an error in the price of goods ordered or reserved, we will inform you as soon as possible (e.g. prior to the goods being dispatched or in store prior to the collection of the goods). We will provide you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you choose to cancel and have already paid for the goods you will receive a full refund.

4.4 All UK and European orders will be subject to flat rate VAT at 9.5% where applicable. All our prices are shown in £s sterling and do not include delivery charges, unless expressly stated otherwise.

5 Returns, Cancellations and Substitutions

5.1 We offer a 30-day money back guarantee, goods must be returned unused in new condition. In the unlikely event that you receive faulty or damaged goods, please contact us regarding making a claim.

5.2 All sizes and measurements are approximate but we do try to make sure that they are as accurate as possible.

6. Intellectual Property

6.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

6.2 You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

7. Liability and Indemnity

7.1 Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

7.2 Subject to Section 7.1 above, Burned by Design will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website Argos will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and Argos accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

7.3 Subject to Section 7.1 above, other than as expressly provided in these terms and conditions with respect to specific products and except for the exclusive remedies set out at Section 5 above, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.

7.4 Subject to Section 7.1 above, Burned by Design will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:

- economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
- loss of goodwill or reputation; or
- special or indirect losses
- suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

7.5 Notwithstanding the above, subject to Section 7.1 Burned by Design' aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.

7.6 This clause 7 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

7.7 We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

8. Miscellaneous Provisions

8.1 The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract.

8.2 Burned by Design shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

8.4 To provide increased value to our customers, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

8.5 You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by Burned by Design.

86 Burned by Design reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party.

8.7 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

8.8 These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999) except: a) the Home Retail Group (as defined below) shall have the right to enforce any rights or benefits under these terms and conditions; b) the Home Retail Group shall have the right to enforce and take the benefit of the rights or benefits of any limitation or exclusion or limitation of liability in these terms and conditions; c) a person who is a permitted successor or assignee under Section 8.8 above of the rights or benefits of these terms and conditions may enforce such rights or benefits. d) No consent from the persons referred to in Section 8.9 is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).

8.9 No delay or failure by Burned by Design to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of Burned by Design.

8.10 These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and Burned by Design relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and Burned by Design for your use of this website.
TERMS AND CONDITIONS