

TERMS & CONDITIONS

PRIVACY POLICY

Available on separate Document on this website

PRICE POLICY

Any orders placed through the site are considered subject to there being stock available. All items are subject to availability and all dimensions are approximate. The correct price is that which is displayed on this website, at the time that we receive your application, save in the case of a mistake where a pricing error is discovered or for reasons beyond our reasonable control, e.g. alterations to the rate of value added tax. If the correct price is higher than the price displayed on the website, you may return the goods within our 14 day approval, in new condition.

We reserve the right to adjust the VAT element if this changes (as advised by HMRC).

PRICE POLICY ON REDUCED PRICE GOODS

We always strive to bring our customers the best possible offers and deals whilst ensuring to operate fair commercial practices without misleading our customers. Where we detail price reductions on our web-site the following pricing policy shall apply: The 'Original' price shown next to an item on this website is the highest price at which the item has been offered for sale in the last 12 months by us. Some items have been offered for sale at a price lower than the 'Original' price during the last 12 months but, unless otherwise indicated, the 'Now' price shown is the lowest price at which the item has been offered by us. Details of intervening prices are available on request. In all cases the 'Original' price will have applied for a continuous period of 28 days or more.

CLEARANCE AND PROMOTIONS

Clearance products and promotions are subject to availability and are not an indication of availability. Offers may be changed or withdrawn without notice at any time. We reserve the right to cancel a promotion / reject redemption of a promotional code when stock runs out, after the promotion period elapse or when the allocated number or value of promotional codes has been exceeded.

PAYMENT POLICY

All orders must be paid for in £ sterling.

Cain of Heswall accepts the following payment methods: credit and debit cards: MasterCard, Visa and American Express subject to verification, and PayPal.

When you order by credit card your account is debited as soon as you place an order. The name and address on your credit card statement should be the same as the name and address that was registered. If you purchase from our site your order is placed subject to the terms and conditions.

ORDER ACCEPTANCE

We may not be able to accept your order, or part of your order, due to one of the following reasons:

Authorisation of your payment failed or we made a pricing or product description error.

Please note we are only able to deliver to UK postcodes and are unable to deliver to Eire or any other none UK country and will not be able to accept your order.

STOCK AVAILABILITY

Although we do our very best to predict demand for the items featured in our collections, unfortunately we are not able to ensure permanent availability for every item. All orders are subject to availability. Receipt of an order via our website and emailed confirmation to our customer of receipt of an order, do not constitute acceptance or guarantee fulfilment of an order. If an item is flagged as ' Only 1 or 2 left in stock ' it can still be added to your shopping bag and we will notify you should we not be able to fulfil your order.

To check the status of your order online or if you have any queries regarding stock availability; click on the 'Sign In' link. Please call our Customer Care Department on 0151 342 1769

RETURNS POLICY

Goods must be returned to us within 14 days, and are unworn, in their original packaging and complete with tickets and labels intact and attached. We advise you to obtain and retain a proof of postage for the unlikely event of a lost parcel. If we find that the product has not been returned to us in fully re-saleable condition, we reserve the right to refuse a refund on the item or deduct up to 25% of the original selling price from the refund amount. Please note that your refund rights do not apply to bespoke or personalised goods which have been made according to your specifications, or to items which by reason of their nature cannot be returned. For example: hygiene-sensitive items including underwear, swimwear and hosiery. Please allow 21-28 days for the return to be credited to your account. When we receive the goods we will reimburse you via the payment method used for the original transaction. Unfortunately we are unable to exchange items, so you will need to return your item for refund and then place a new order with new payment.

After approval, you are also entitled to the right of cancellation described in the following cancellation instruction. This does not affect your statutory rights.

CANCELLATION

When you order with us online, by post or by phone, you are covered by the Consumer Contracts Regulations 2013. This means that you have the right to cancel your order within 14 days of receipt of your goods and to receive a full refund, apart from bespoke or personalised products made to your specification.

- You are entitled to cancel your order if you so wish, provided this is done no later than 14 days after the day on which you receive the goods.
- To exercise your cancellation rights, you must inform us. Please include details of the order (order number and description of goods), your full name, customer number, postal address, phone number and if applicable, email address.
- Please note that your cancellation rights do not apply to bespoke or personalised goods (this includes embroidery and badging) which have been made according to your specifications, or to items which by reason of their nature cannot be returned. For example: hygiene-sensitive items including underwear, swimwear and hosiery.
- You are obliged to take reasonable care of the goods, ensuring the goods remain unused and in their original packaging. When we receive the goods from your cancelled order we will reimburse you within 14 days via the payment method used for the original transaction and to the amount in relation to goods to which cancellation rights apply.
- Delivery charges will not be refunded. A deduction from the reimbursement may be made for any goods returned in an unsatisfactory condition as a result of unnecessary handling.
- If you cancel within the statutory period you may claim a refund of any sum you have paid for the goods, less any charges we incur if you do not return them at your own cost. If an item has already reached our despatch channels and it is too late to cancel, we ask that you return the item(s) to us. If goods on which a discount/offer was originally received are returned, that discount/offer may no longer apply if you fall below the discount/offer threshold.

If you have any questions please call us on 0151 342 1769 or write to: Cain of Heswall Ltd, 187 Telegraph Road, Heswall, Wirral. CH60 7SE or email: post@cainofheswall.co.uk

MAKING A CONTRACT WITH US

In placing an order for any of the items on our website you are agreeing to the terms and conditions listed below. Please read these terms carefully and print and keep a copy of them for your reference. If you have any queries regarding any of our terms and conditions, please call us on 0151 342 1769 or email us at post@cainofheswall.co.uk before placing your order.

The information and conditions shown on our website do not affect your statutory rights.

English law applies to all orders placed on this website, and any disputes will be heard in the courts of England and Wales.

When you place an order online with us you are making an offer to buy our goods. We will send you an email to confirm that we have received your order request. Once we have verified the price and availability of the goods we will email you again to confirm that your goods have been despatched to you which signifies that a contract has been made between us.

Every effort is made to ensure that our estimated delivery times are met; however occasionally delays in delivery due to unforeseen factors are inevitable. Cain of Heswall Ltd shall not be held liable for any delay or failure to

deliver goods within our estimated delivery times.

In the unlikely event that the items are no longer available, we may contact you to see if you would like substitute items.

The following methods of payment are accepted on our website: MasterCard, Visa, American Express and PayPal.

PRODUCT SPECIFICATIONS

We have made every effort to ensure that all colours are accurately reproduced on our website. However, please bear in mind that your own system may cause variations in colour reproduction.

All product prices are shown in pounds sterling and are inclusive of VAT and exclusive of postage and packing charges, unless otherwise specified. All product prices advertised on this website are correct at the time of order only and relate to internet purchases only. Cain of Heswall Ltd will only accept orders if there are no errors in the prices of the products ordered as advertised on this website. Cain of Heswall Ltd reserves the right to change prices at any time.

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MORE INFORMATION

If you are still looking for more information, you can contact us through one of our preferred contact methods.

Contact us by post: -
Cain of Heswall Ltd
187 Telegraph Road,
Heswall,
Wirral.
CH60 7SE

Company Registration Number: - 747284
Company VAT Number: - GB 163 3821 71

TERMS AND CONDITIONS AMENDMENTS

We may update our T&C's policies from time-to-time by posting a new version on our website. Please check our T&C's occasionally to ensure that you are happy with any changes. Please contact us for a copy of our T&C's.

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