

Terms & Conditions

Wholesale Terms & Conditions

Company details

We Love Seasons Ltd (“we” or “us”) is a company registered in England and Wales under company number **11508203**, our VAT registration number is **311 6305 50** and our registered office is **1 Market Hill, Calne, Wiltshire, SN11 0BT**. We operate the website *weloveseasons.com*.

To contact us, please send an email to sales@weloveseasons.com or call us on 07895 840887.

Our contract

These terms and conditions (Terms) apply to the order by the customer and supply of goods by We Love Seasons to the customer (Contract). No other terms are implied by trade, custom, practice or course of dealing.

The Contract is the entire agreement between We Love Seasons and the customer in relation to its subject matter. The customer acknowledges that they have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

Our products

We Love Seasons Ltd products are for decorative use only. The products are NOT toys and NOT designed for this purpose. Due to the risk of choking from small parts, NONE of the We Love Seasons Ltd products is suitable for children under the age of five years.

The images of the products are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that the customer’s computer’s display of the colours accurately reflects the colour of our products. All product dimensions are approximate and given in centimetres. Slight variations in both may occur.

Some of our products are handmade and/or hand painted which means they have a unique finish, shape, natural imperfections and may differ from the picture you see on our website, and/or from one product to the other.

Prices and payment terms

All prices are quoted in pounds sterling and are subject to change from time to time, although we will do our best to keep you informed of any such changes.

All prices exclude Value Added Tax at the current rate. Value Added Tax will be added to your order during the final stages of the ordering process.

It is always possible that, despite our best efforts, some of the products on the site are incorrectly priced. If we discover an error in the price of the product the customer has ordered, we will contact the customer to inform them of this and give them the option of continuing to purchase the products at the correct price or cancelling the order.

All items must be ordered in multiples of the minimum order quantity listed per product code. We Love Seasons Ltd offers free delivery on orders over £300. Details of delivery charges are specified in the section below entitled, ‘delivery’.

Recommended retail price and resale

We Love Seasons Ltd suggests on the website a recommended retail price which means the resale price of a product recommended by We Love Seasons Ltd.

The customer shall not resell any We Love Seasons products on any Amazon, Etsy, eBay or Not on the high street website.

Orders & Payment

If you wish to order via the website your account will be debited when the order is placed. You can pay with your credit/debit card/PayPal account.

For orders made by phone or email, payment can be made straight away, alternatively you will be sent a pro-forma invoice and payment will be requested when a delivery date has been confirmed by email.

We can also issue a pro-forma invoice to all our new customers. We reserve the right to place new and existing customers on a pro-forma payment schedule upon any failure to settle accounts, in accordance with these Terms. We reserve the right to charge interest for any period during which an account is overdue and to issue proceedings for recovery of any debt together with administrative charges, interest (before as well as after judgement) and legal costs without further communication to customers.

Payment is required on a pro-forma basis from all customers.

Orders

All products on the We Love Seasons Ltd website must be ordered in multiples of the minimum order quantity listed per product code.

The customer should follow onscreen prompts to place an order, and check the order carefully before confirming it. The customer is responsible for ensuring that the order is complete and accurate.

A contract between the customer and We Love Seasons Ltd for the sale and delivery of goods will only exist once an Order Confirmation has been sent to the Customer. An email will be sent to the customer to confirm when the products have been dispatched (Dispatch Confirmation).

We Love Seasons Ltd reserves the right to refuse to supply goods. We Love Seasons Ltd reserves the right, on receipt of an order, to accept or decline an order for any reason. We will inform the customer of this by email, and will not process the order. If the customer has already paid for the products, we will refund the full amount including any delivery costs.

We Love Seasons Ltd will give an estimated delivery date, which will be within 5 of days after the date of the Dispatch Confirmation. Time of delivery is not of the essence. The customer should note that the delivery date can be affected by an event outside our control - see below for further details.

We Love Seasons Ltd shall arrange for delivery of goods to the customer's pre-agreed address. Delivery is complete once the products have been unloaded at the address. The goods will be at the customer's risk from that time. This includes and is not limited to the customer ensuring that qualified personnel are in attendance to accept delivery.

In the case of international delivery, the risk passes to the customer immediately upon collection by or delivery to the appointed carrier.

We Love Seasons Ltd reserves the right to reclaim costs associated with storage and/or redelivery and/or other related costs where the customer fails to accept delivery of goods.

We Love Seasons Ltd reserves the right to make part delivery of orders without prior notice unless otherwise instructed to do so in writing. We Love Seasons Ltd does not hold stock for customers.

If we fail to deliver the goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the goods. However, we will not be liable to the extent that the failure to deliver was caused by an event outside our control, or because of a failure to provide adequate delivery instructions, or any other relevant instructions.

If the customer fails to take delivery within 10 days after the day on which we notified them that the products were ready for delivery, we may resell part of, or all the products.

Delivery charges

Once an order has been placed, our team will be in contact to arrange delivery.

We shall pay the cost of standard carriage and packing on all orders over £300 ex VAT which are to be delivered in the United Kingdom.

For orders under £300 ex VAT carriage charges are £20 ex VAT per delivery and these shall be paid for by the customer.

Customers outside the UK mainland will be charged the exact carrier rates - these will be quoted when the order is known.

Please note that we only sell products to these countries:

Austria, Belgium, Bulgaria, Croatia, Cypress, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and United Kingdom.

If the customer orders products from our site for international delivery, the order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. The customer will be responsible for the payment of any such import and taxes. Additionally, there may be restrictions on products in certain countries, so the customer should review the information carefully before ordering. If in doubt, the customer should contact their local customs office for further information before placing the order. The customer must comply with all applicable laws and regulations of the country where the products are destined. We will not be liable or responsible if the customer breaks any law.

Cancellations and amendments

The customer shall, within seven days of the Order Confirmation, notify We Love Seasons Ltd in writing (by email to sales@weloveseasons.com) of any amendments or cancellations.

No cancellation or amendment of the order by the customer is permitted thereafter except where expressly agreed by We Love Seasons. We Love Seasons Ltd may charge an administration/re-stocking fee.

We Love Seasons may cancel any order at any time and shall give notice of any cancellation to the customer as soon as possible.

An order cannot be cancelled if it has already been pre-packed by We Love Seasons Ltd ready for dispatch.

Discrepancies

The customer shall inspect the goods on delivery and shall, within 48hrs of delivery, notify We Love Seasons Ltd of any defect, issues or shortage of delivery via the email sales@weloveseasons.com. Please attach a photo of the defective product so the complaint can be assessed.

If the goods are not in accordance with the contract for any reason, We Love Seasons Ltd will attempt to make good any shortage by replacing them or by issuing a credit note against the invoice. Goods should not be returned to We Love Seasons Ltd without prior agreement. All agreed returns should be packed correctly and returned to We Love Seasons Ltd, detailing the returns with a We Love Seasons Ltd returns number. Only goods in their original packaging will be credited. Proof of postage will not be accepted as proof of items received.

We Love Seasons Ltd recommends that items are checked before passing on to end customers so that any problems can be rectified without causing inconvenience to end customers. Further, We Love Seasons Ltd does not accept returns once items have been transported elsewhere than the delivery address.

Title

Until title to the goods has passed to the customer, the customer shall:

- store the goods separately from all other goods held by the customer so that they remain readily identifiable as We Love Seasons Ltd's property;
- not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
- maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- not to pledge or use the goods, which are the property of We Love Seasons Ltd as security for any indebtedness. Without prejudice to the rights of We Love Seasons Ltd, if the customer does so, then any monies owed by the customer to We Love Seasons Ltd become immediately due and payable;
- notify us immediately if they become subject to an administration, provisional liquidation or being wound up or any analogous procedure in the UK or the relevant jurisdiction;
- give us such information relating to the goods as we may require from time to time.

If before title to the goods passes to the customer, the customer becomes subject to any of the events listed above, then, without limiting any other right or remedy we may at any time:

- require the customer to deliver up all goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- if the customer fails to do so promptly, enter any premises of the customer or of any third party where the goods are stored in order to recover them.

Liability

We Love Seasons Ltd will under no circumstances be liable to the customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising from, or in connection with this contract for loss of profits, sales or revenue, loss of business opportunity, loss of goodwill, or any direct or consequential loss.

Subject to the above, our total liability to the customer for all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will in no circumstances exceed the Contract price.

Nothing in these Terms limit or exclude our liability for death or personal negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; or any other liability that cannot be limited or excluded by law.

Except as expressly set out in these Terms, we do not give any representations, warranties or undertakings in relation to the products. Any representations, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permissible by law. In particular, we shall not be responsible for ensuring that the products are suitable for the customer's purposes.

Events outside our control

We Love Seasons Ltd will not be liable or responsible for any failure to perform, or any delay in performance of any of our obligations under this contract that is caused by an act or event beyond our reasonable control.

If an event outside our control takes place affecting the performance of our obligations under the contract, we will contact the customer as soon as reasonably possible to notify them, and our obligations under this contract will be suspended and the time for performance of our obligations will be extended for the duration of the event. We will arrange a new delivery date with the customer after the event.

The customer may cancel the contract affected by an event outside our control which has continued for more than 30 days. To cancel, please contact us at sales@weloveseasons.com

Communication

Any communication required to be 'in writing' in these Terms means by email. The provisions of the clause shall not apply to service of any proceedings or other documents in any legal action.

General

Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unenforceable, the remaining paragraphs will remain in full force and effect.

Any variation of the contract only has effect if it is in writing and signed by the customer and We Love Seasons Ltd.

If We Love Seasons Ltd do not insist that the customer perform any of its obligations under the contract, or if we do not enforce our rights against the customer, that will not mean that we have waived our rights against the customer or that they do not have to comply with their obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any rights related to any later default by the customer.

The contract is between the customer and We Love Seasons Ltd, and no other person has any rights to enforce any of its Terms.

This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this contract to the exclusive jurisdiction of the English courts.