

FIONA HOWARD Ltd

Trading as FiFi by Fiona Howard

Company No: 7123433

VAT No: 986367361

Terms and Conditions :

1. Definition

1.2 The "Company" means Fiona Howard Limited whose registered office is at 55 Brunswick Square, Hove, East Sussex, BN3 1EF.

1.3 The "Goods" means the goods that the Customer has ordered from the Company.

1.4 The "Customer" means the person, firm or company that has agreed to purchase the Goods.

1.5 The "Order" means the order made by the Customer from the Company either on this website or by telephone. Any subsequent orders or additions to a previous order will be the subject of a new Contract and will be treated accordingly even if made on the same day as the Order.

1.6 "Website" means www.fifibyfionahoward.com or www.fionahoward.com or any subsequent website which may replace or augment the present websites of the Company.

2. Payment

2.1 Payment for all products will be made in full at the time of placing an order unless otherwise agreed by the Company.

2.2 Payment by cheque will be deemed conditional upon that payment being honoured by the Customer's bank.

2.3 The Company will take all reasonable care to keep the details of the Customer's payment details secure but the Customer acknowledges that payments may be processed by third party companies. In the absence of negligence on the part of the Company it will not be liable for any loss the Customer sustains as a result of the Customer's payment details being abused or misused.

3. Orders

3.1 The Company reserves the right to decline all or part of the Order for whatever reason it shall in its sole discretion decide and should this occur the Company will notify the Customer in a manner consistent with the way in which the order was made. In the event that part of an Order is declined by the Company the Customer has the right to cancel all (but not part) of the remaining of the Order within 14 days of its receiving such notification and in that event the Company will return all monies paid to it within 30 days of receiving notice of such cancellation.

4. Acceptance of Order

4.1 Until payment has been received in accordance with Condition 2 above the Company may decline any Order without liability on its part.

5. Delivery

5.1 The Company will deliver the Goods within a reasonable time from the date of the Order but will not incur any liability for any delay in delivery, howsoever such delivery shall be occasioned, and time is not of the essence in this respect.

6. Products

6.1 The Company reserves the right to alter any details or design of products illustrated without prior notice and while every effort is made to describe the Goods accurately no warranty is given as to accuracy and no responsibility will be accepted for error or misdescription and any resulting loss.

6.2 All offers and promotions by the Company are subject to availability and may change without notice.

6.3 Due to different monitor configurations and/or printer qualities, the Company cannot be held responsible for misrepresentation of the colours of products shown on the Website.

7. Shortages & Damage

7.1 No liability will accrue against the Company in respect of any shortages damage or partial non-delivery not notified to the Company within 5 days of the delivery of the Goods or some of them.

8. Force majeure

Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the agreement between them impossible.

9. Whole agreement

Each party acknowledges that these terms and conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

10. Arbitration

Any dispute or difference between the parties in connection with this agreement shall be referred to a sole arbitrator appointed by the President for the time being of the Law Society.

11. Applicable Law

The Law applicable to this Contract shall be that of England and Wales.