

## **Terms And Conditions**

### **1. Definitions**

**1.1** GRAHAM SMITH ANTIQUES LTD 83 Fern Avenue, Jesmond, Newcastle Upon Tyne, Tyne and Wear, UK NE2 2RA

**1.2** "The Client or Customer" is any person, firm or company who visits and uses information from The Website.

**1.3** "The Web site" is the Internet page or Internet pages published by GRAHAM SMITH ANTIQUES LTD or any other party on its behalf in the course of its business practices.

### **2. Copyright**

**2.1** Unless otherwise stated, all contents of The Website are copyright GRAHAM SMITH ANTIQUES LTD.

**2.2** Any use or reproduction of any contents of The Website and logos, trademarks, slogans, screenshots, images, copyrighted designs or other brand features must be expressly permitted by GRAHAM SMITH ANTIQUES LTD, in writing.

**2.3** You may use information for your own use but may not copy, reproduce or sell the information without the expressed written permission of GRAHAM SMITH ANTIQUES LTD.

### **3. Changes To The Terms And Conditions Of The Website**

**3.1** GRAHAM SMITH ANTIQUES LTD or their agent may at times revise these Terms and Conditions by updating this document on The Website. Be advised that you are bound by any such updates and should therefore periodically visit our Terms and Conditions to review any updates by which you are bound.

#### **Privacy Policy**

At GRAHAM SMITH ANTIQUES LTD we are committed to maintaining your privacy. We operate a policy devoted to strict customer confidentiality at all times. The company is registered under the Data Protection Acts 1984 and subsequently 1998. Our Privacy Policy statement is given below. If we make any changes to this policy, we will immediately notify you by updating this statement on our websites.

#### **Information Collected**

Any information collected by GRAHAM SMITH ANTIQUES LTD is collected and processed in accordance with the UK's current Data Protection Acts.

GRAHAM SMITH ANTIQUES LTD collects information via an online feedback form, through e-mail, fax and post. We may ask for your name, address, telephone number, fax number and e-mail address and/or any additional information sent voluntarily.

### **How Do We Use The Information We Have?**

GRAHAM SMITH ANTIQUES LTD collects information for the purposes of :-

- Supplying information about its products or services when requested.
- Answering any questions or queries raised.
- Fulfilling any orders requested.
- Providing all customers with a first class, confidential and effective service.

We may also use the information to keep you informed by post, e-mail or other available channels of services, products, promotions, special offers or general information only in relation to GRAHAM SMITH ANTIQUES LTD.

We may sometimes use the information we collect to let you know about important functionality changes to our web site.

If you prefer us not to provide you with any of this information at any future date, please contact us and advise us that you no longer wish to receive this information.

### **Disclosing The Information We Have**

Customer information is always treated as strictly confidential and is never passed or disclosed to any third party without the expressed permission of the customer except as required by law.

### **Security Of Information We Hold**

We aim to comply with the standards, procedures and requirements laid down in the UK Data Protections Acts 1984 and 1998 to ensure that the personal information you give us is kept secure and processed fairly and lawfully. We take all reasonable precautions to protect all personal data users may input via our websites, however, we cannot be responsible for and therefore exclude for loss or misuse of personal data which is intercepted or otherwise accessed by unauthorised persons.

### **Removing Your Details**

You may at any time have your details removed from our database. Simply email us and advise us that you want your details removing. We will then ensure that your details are removed as soon as possible.

### **Customer Information**

By registering via our website, you consent to the information you give us being processed for any of the purposes we have explained above except where we have received your email message through the Contact Us form.

### **Cookies**

Temporary cookies from the website may be created whilst a customer is using the site to save you repeatedly entering duplicate data such as address information. These temporary cookies are not used for any other reason and are deleted once you leave our site.

### **Feedback**

If you have any comments, queries or complaints relating to our privacy policy or Terms and Conditions, please email us.

## **Terms Of Use**

### **1. Definitions**

**1.1** "The Client or Customer" is any person, firm or company whom visits and uses information from The Web site.

**1.2** "The Web site" is the Internet page or Internet pages published by GRAHAM SMITH ANTIQUES LTD or any other party on its behalf in the course of its business practices.

### **2. Information And Access To The Website**

**2.1** GRAHAM SMITH ANTIQUES LTD makes every reasonable effort to ensure that the information The Web site contains is as accurate and as up to date as possible. GRAHAM SMITH ANTIQUES LTD accepts no responsibility for any loss or inconvenience occasioned to any person acting or refraining from acting as a result of information given or for any errors or omissions contained within The Web site.

**2.2** No warranty is given that the information is suitable for any purpose whatsoever.

**2.3** GRAHAM SMITH ANTIQUES nor its agent nor any other party involved in the construction or publishing or delivery of The Web site is liable for any direct, incidental, indirect, or punitive damages arising out of access to or use of The Web site.

### **3. Links From The Website**

**3.1** GRAHAM SMITH ANTIQUES LTD makes every effort to ensure that any links from The Web site contains material and information that is suitable for Internet use. GRAHAM SMITH ANTIQUES LTD is not responsible for any unlawful material contained upon any web site with a link to and/or from The Web site. GRAHAM SMITH ANTIQUES LTD accept no responsibility for any loss or inconvenience occasioned to any person acting or refraining from acting as a result of information given or for any errors or omissions contained within web sites linked directly to the Web site.

### **4. Computer Viruses**

**4.1** Computer viruses can be transmitted by accessing web sites and while GRAHAM SMITH ANTIQUES LTD make every effort to ensure The Web site is virus-free it does not accept any liability whatsoever for any damage caused to computer equipment or other property by any virus transmitted by The Web site.

### **5. Web Site Content**

**5.1** All parts of the GRAHAM SMITH ANTIQUES LTD logo and the images contained within the web site may not be downloaded, copied or forwarded in whole or in part without the express written permission of GRAHAM SMITH ANTIQUES LTD. In the event of any unauthorised downloading, copying or forwarding, you will be required to indemnify GRAHAM SMITH ANTIQUES LTD against any claim for loss or damages caused by any viruses or otherwise.

## **6. Changes To The Terms Of Use Of The Web Site**

**6.1** GRAHAM SMITH ANTIQUES LTD or its agent may at times revise these Terms and Conditions by updating this document on The Web site. Be advised that you are bound by any such updates and should therefore periodically visit our Terms and Conditions to review any updates by which you are bound.

## **7. Buying online**

**7.1** All Products are sold subject to the Terms and Conditions set out below. Certain words and phrases have special meanings when used in these Terms and Conditions - these words and phrases are defined in the section towards the end of these Terms and Conditions.

**7.2 Basis of Sale** - Once you click on "Check Out" on the "Shopping Cart Page" you will be directed through the sales process. Only by clicking "Complete Purchase" you offer to buy the Goods at the prices indicated including any delivery charges that apply to your purchase. All orders will be subject to these conditions.

If your order is accepted, you will be notified of this soon after you submit your order by clicking "Complete Purchase". As the confirmation is sent to you automatically, an error may have been made of which we are not aware despite our best efforts. Because of this, we retain the right to cancel the order as set out under the "Cancellation" heading.

**7.2 Acceptance of Order** - your order becomes binding as soon as we have accepted it, subject to your rights of cancellation.

Your order will be accepted as soon as we have confirmed your order. Our acceptance of your order is conditional on the availability of the Products you have ordered. If any of the Products you have ordered are unavailable, or should events occur beyond our reasonable control, we reserve the right to cancel your order. In such circumstances we shall let you know as soon as possible.

**7.3 Prices** - every effort is made to ensure that the prices shown are correct at the time of publication including VAT where applicable. If an error has been made, we or you may cancel the order in relation to some or all of the Goods as indicated under "Cancellation".

The price for the Products you order will be confirmed to you when or soon after you place your order.

All prices are in £ Sterling and include VAT (where applicable) but exclude delivery charges where they apply.

**7.4 Payment Methods** - you may pay by Credit Card\*, Debit Card, Direct Bank Transfer/Money Wire, cash or by cheque/travellers cheque made payable to GRAHAM SMITH ANTIQUES LTD.

\*See Purchase information

**7.5 Errors** - every effort is made to ensure that all the information provided on the GRAHAM SMITH ANTIQUES website is correct at the time of going online.

**7.6 Security** – the GRAHAM SMITH ANTIQUES web site uses industry standard security methods to ensure that all the personal details you give us are not misused. **We do not store any of your financial details**, so you will need to key this information in each time you place an order.

The purchase area of our site is secure. We utilise industry standard technology and a secure third party payment gateway to guarantee a safe and secure shopping environment. All sensitive information such as credit card details, name, address, is encrypted by the payment gateway system. This means that information passed between your computer and our payment gateway cannot be read even in the unlikely event it is intercepted by someone else.

**7.7 General** - no order is binding on you or GRAHAM SMITH ANTIQUES LTD until we have accepted it. You will own the items we supply you from the moment they are put in the hands of the postal service, or with our carriers, or on payment in full of the price of the Goods and any delivery charge, whichever is later. These terms and conditions cannot be varied by you or us unless made in writing and signed by both parties.

If any provision contained in these Terms and Conditions is considered by any court or regulatory authority to be unfair, invalid or unenforceable, that provision will be considered deleted from these Terms and Conditions without affecting the other provisions.

The law of England and Wales governs these Terms and Conditions and all disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

These Terms and Conditions apply if you are dealing with us as a consumer. If you have any queries or complaints about our Products or these Terms and Conditions, please contact GRAHAM SMITH ANTIQUES LTD.

**8.0 Returns Policy** – Upon receipt of your purchase you have a 14-day money back guarantee.

If for any reason you are not completely satisfied with your purchase inform Graham Smith Antiques either by email to [info@grahamsmithantiques.com](mailto:info@grahamsmithantiques.com) or by phone +44 (0) 191 2815065 and return the item within 14 days in the same condition as originally sent and you will receive a full refund.

Graham Smith Antiques can arrange free collection from UK addresses; alternatively you will be responsible for the cost of the return postage and ensuring that we receive the goods in the above condition. We recommend using a signed for, insured delivery method or approved international shipping company.

**8.1 Cancellations** - You are able to cancel your order within 7 working days. The 7 days will start the day after you receive the goods. Provided the goods are received by Graham Smith Antiques in the same condition as originally sent, and with the same packaging that they left our shop in, we will fully refund the price of the goods. You will receive your refund within 30 days, although usually much sooner.

## **9. Delivery/Shipping/Insurance**

### **9.1 Dispatch Time:**

All items are condition checked prior to packaging.

Dispatch is normally on the next working day for small items that can be posted and 1-14 days for larger items dependant on distance.

**9.2 Postage/Shipping:** *Delivery on all items is FREE OF CHARGE within a 50-MILE radius of Newcastle upon Tyne.*

All small articles have FREE DELIVERY to UK addresses.

For large items of furniture a charge of £100 including VAT is applicable for all UK addresses (outside a 50 mile radius of Newcastle upon Tyne).

International Shipping can be arranged, although each purchase is quoted for individually depending on specific requirements.

For purchases of more than one item a reduced delivery charge is available, dependant on the distance of delivery.

Purchases will be sent via Royal Mail First Class Recorded, Royal Mail Special Delivery, Royal Mail International Signed For or UPS.

### **9.3 Insurance:**

Insurance cover is provided FREE OF CHARGE for items. All items are fully insured and sent at the risk of Graham Smith Antiques.

## **Explanations**

### **In these Conditions:**

'Goods' means the goods in your shopping basket at the time of ordering. It includes any service that comes with any goods.

'Cancellation Period' means the period of eight days from the date of receipt of goods ordered by Distance Communication during which you are entitled to cancel your purchase order;

'Distance Communication' means purchases exclusively made via telephone, fax, mail order and/or the Graham Smith Antiques website;

'Product or Products' means Graham Smith Antiques goods;

'we', 'us', 'our' means Graham Smith Antiques;

'you', 'your' means one of our customers.

### **Evolving Security**

Web security is rarely out of the press today. That's a measure of how important the Internet is to businesses and customers and there's a real sense that the simplicity and convenience of online shopping is not being enjoyed for fears about this security. Our view is simple. We use universally recognised technology and as web security technology evolves so in turn Graham Smith Antiques will continue to develop itself in line with these trends.

## **End Of Document**