

TERMS AND CONDITIONS FOR USING AND PURCHASING FROM THE HOGAR HOME WEBSITE

1. INTRODUCTION

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this [website](#) and the purchase of items through such website (hereinafter, the "Terms"). Please read through these Terms, our [Cookies Policy](#) and our [Privacy Policy](#) (together the "Data Protection Policies") prior to using this website. By using this website or placing an order through it, you are consenting to be bound by these Terms and our Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website. These Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies in force at the time that you use the website or at the time of the formation of the Contract (as defined below) shall be the applicable ones. By purchasing any item from this website, you enter into a contract with us on these terms.

2. OUR DETAILS

For sale of items through this website, your contract is with HOGAR HOME COMPANY Limited, a UK company with registered offices at 71-75 Shelton Street London WC2H 9JQ, Company registration number 12846878, with VAT No 386410782. ("us"/"our"/"HOGAR HOME"). You may contact our customer service department by filling in the online [contact form](#) on our website, or by emailing info@hogarhome.com.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us with shall be processed pursuant to the Data Protection Policies. By using this website you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate.

4. USE OF OUR WEBSITE

By using this website and/or by placing any order through it, you undertake:

1. To use the website exclusively to make legitimate enquiries or orders
2. Not to make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made we shall be entitled to cancel the order and inform the relevant authorities.
3. To provide correct and accurate email, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies). If you do not give us all of the information that we need, we may not be able to complete your order. By placing an order through the website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

5. SERVICE AVAILABILITY

Items offered over this website are only available for delivery to the United Kingdom (Main land) and Europe.

If you wish to order items from another EU member state or any country outside of the UK via this website, you are of course welcome to do so, however **before ordering the items you must contact info@hogarhome** for a quotation. After the fact, we will arrange the shipping details and cost.

6. HOW THE CONTRACT IS FORMED

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale but rather an invitation to treat. No contract in respect of any items shall exist between us and you until your order has been expressly accepted by us (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded. To place an order, you will be required to follow the online shopping process and to submit the order. After this, you will receive an email from us acknowledging that we have received your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to buy one or more items from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the item has been dispatched (the "Delivery Confirmation"). The contract for the purchase of an item between us (the "Contract") will only be formed when we send you the Delivery Confirmation. The Contract will relate only to those items whose dispatch we have confirmed in the Delivery Confirmation. We will not be obliged to supply any other items which may have been part of your order until the dispatch of such items has been confirmed in a separate Delivery Confirmation.

7. AVAILABILITY OF ITEMS

All orders for items are subject to availability and in this regard, in the event of supply difficulties or because items are no longer in stock, we reserve the right to give you information about substitute items of an equal or higher quality and value which you can order. If you do not wish to order the substitute items we will reimburse any monies that you may have paid.

8. REFUSAL OF ORDER

We reserve the right to withdraw any items from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to process all the orders submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time. We will not be liable to you or any other third party by reason of our withdrawing any item from this website, removing or editing any materials or content on this website or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

9. DELIVERY

Subject to availability (see Clause 7 above), and unless there are any exceptional circumstances, we will endeavour to fulfil your order for item(s) listed in the Delivery Confirmation by the delivery date set out in the Delivery Confirmation or, if no estimated delivery date is specified, then within a maximum of 30 days of the date of the Order Confirmation. If we fail to deliver the items within 30 days of the date of the Order Confirmation, you may cancel the Contract and we will reimburse you the price paid for the items and any delivery costs paid.

If our supply of the items is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any items you have paid for but not received.

Please note however that **we do not deliver on Saturdays or Sundays.**

By accepting this delivery service you are accepting our delivery personnel or a representative of us into your home, and so as to avoid or minimise the risk of damage to your home or any of your possessions, we ask that you remove your possessions or anything that may be damaged and allow our delivery personnel as clear access to your home as possible. Unless caused by our negligence, we will not be held responsible for anything that is not removed to safety where reasonable steps could have been taken to avoid or minimise the risk.

Please ensure that items ordered can fit into your home, the areas for which it is intended or location for delivery. If the items do not fit, you can still accept delivery or you can return the items, but any return will be at your own cost (see further our Returns Policy). For the purpose of these Terms "delivery" or "delivered" shall be deemed to have occurred upon you or a third party nominated by you acquiring physical possession of the items, which will be evidenced by the signing for receipt of the items at the agreed delivery address.

10. UNABLE TO DELIVER

If we are unable to deliver, we will try to find a safe secure place to leave your parcel. If we cannot find a safe and secure place, your items will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

11. RISK AND TITLE

The Items will be at your risk from the time of delivery.

Ownership of the items will only pass to you when we receive full payment of all sums due in respect of the items, including delivery charges, or upon delivery (as defined in Clause 9), whichever is the later.

12. PRICE AND PAYMENT

The price of any items will be as stipulated on our site from time to time, except in cases of obvious error. While we try to ensure that all prices on the website are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the items you will receive a full refund. We are under no obligation to provide the items to you at the incorrect (lower) price (even after we have sent you a Delivery Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as incorrect price.

The prices on the website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Shopping Guide. Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation. Once you have finished shopping all the items you wish to purchase are added to your basket and your next step will be to go to the checkout process and make payment. To do this, you must follow the steps of the purchase process, completing or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

Payment can be made by Visa, Mastercard, American Express via Stripe.

To minimise the possibility of unauthorised access, your credit card details will be encrypted. Once we receive your order, the charge will be made the moment we confirm the order. By clicking "Place Order" you are confirming that the credit card is yours. Credit cards are subject to validation checks and authorisation by your card issuer but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a Contract with you.

13. BUYING ITEMS AS A GUEST

The functionality of buying items as a guest is also available on the website. For this type of purchase, we will only request from you the essential data that is required to process your order. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continuing as a non-registered user.

14. VALUE ADDED TAX

All purchases done through the website are subject to statutory Value Added Tax (VAT). The prices displayed on this website include VAT.

15. RETURNS POLICY

You may cancel your order for any reason up to 30 days from the date of the Delivery Confirmation, by notifying us of your decision to cancel using the following contact details: through emailing us on info@hogarhome.com or through the online [contact form](#) on our website. To meet the cancellation deadline, it is sufficient for you to have sent your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you have been charged for any items, we will process a refund, which will include the cost of standard delivery to the original delivery address. Please refer to our Returns and Exchanges Policy for further information.

You do not have the right to cancel the Contract when it is for the delivery of any of the following three categories of "Excluded items":

Excluded Items

1. Items that have been made to your specifications or clearly personalised.
2. Sealed items that are not suitable for return for health protection and hygiene reasons (eg fragrances) and that have been unsealed after delivery.

When you receive the items, you may handle them to establish their nature, characteristics and functioning. Acceptable handling of the items is that which would reasonably be allowed in a shop. Items should not have been damaged or altered and any labels or tags must be intact. If your handling goes beyond what is acceptable and the items are damaged or diminished in value, we may deduct from the amount we reimburse to you, or you may be liable to us for, an amount equal to the diminished value of the items.

Please return the items using or including all their original packaging, instructions, and other documents, if any, accompanying the items.

Returns Methods

You will be responsible for the return costs unless the item is defected. We suggest you use an established courier in such instances, and select a recorded or guaranteed delivery service where available. Please bear in mind that if you wish to return the items to us freight collect/cash on delivery, we may charge you any costs incurred in such return.

If the items are defected, please contact us through emailing us on info@hogarhome.com or through the online [contact form](#) on our website. We will also pay the return shipping costs in the United Kingdom (mainland) if the return is a result of our error (e.g. if you received an incorrect or defective item, etc.) Orders from outside of the United Kingdom, please contact us before you ship back the items and we will be in contact to confirm the shipping cost to return to us.

After examining the items, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the items which the relevant parcel consisted of are returned.

The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding this, we may withhold the reimbursement until we have received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earlier. The refund will always be paid using the same payment means you used to pay for your purchase.

You are responsible for the cost and risk of returning the items to us, as indicated above.

If you have any questions, you can contact us by through emailing us on info@hogarhome.com or through the online [contact form](#) on our website.

Returns of defective items

If the item that you have received is defective, please notify us through emailing us on info@hogarhome.com or through the online [contact form](#) on our website, and return the item in accordance with Returns methods. Please provide proof of purchase, for example a copy of the E-ticket attached to the Delivery Confirmation. We will examine the item and if we deem it to be defective, we will provide a full refund including delivery charges, and the refund will be paid using the same means of payment that you originally used to pay for your purchase. These provisions do not limit any applicable statutory rights.

RIGHT OF WITHDRAWAL

You have the right to withdraw from your order within 14 days, without giving any reason, although please note you have no right to withdraw items that are classed as 'Excluded Items' as mentioned above. The withdrawal period is counted from the day of the delivery of the last item(s) in your order. The easiest way to exercise your right of withdrawal is to contact us through emailing us on info@hogarhome.com or through the online [contact form](#) on our website, and returning the items to us using the returns methods described above.

However, to meet the withdrawal deadline, it is sufficient for you to let us know about your decision to withdraw from your order before the withdrawal period has expired.

If you have ordered items from outside the United Kingdom, from another EU member state or other country via this website, then:

- - the provisions of this Clause 15 shall apply regarding withdrawal and returns; and
- - we are under no obligation to repay shipping costs from those destinations.
- - except if the item is defective, in which case the provisions of the paragraph above entitled "Returns of defective items" will apply in all cases.

Effects of withdrawal

We will refund all payments received from you, including the costs of our standard delivery option to the original delivery address, without undue delay and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. We will use the same means of payment that you used to pay for your order and this will not cause you any extra fees.

We may withhold the refund until we have received the items back, or you have supplied evidence of having sent back the items, whichever is the earlier.

You must send back the items without undue delay, and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. Please use the return method described above. You will need to bear the cost of returning the items to us.

You are only liable for any diminished value of the items resulting from their handling, other than that which is necessary to establish the nature, characteristics and functioning of the items.

17. LIABILITY AND DISCLAIMERS

Nothing in these Terms shall exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. For fraud or fraudulent misrepresentation; or
3. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses. We only supply the items for domestic and private use. If you use the items for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

We have a legal duty to supply items to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all item descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering goods to you that: (1) comply with the description given by us and possess the qualities that we have presented in this website, (2) are fit for the purposes for which goods of their kind are normally used and (3) show the quality and performance which are normal in goods of the same type and can which can reasonably be expected.

We warrant to you that any item purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which items of the kind are commonly supplied. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind,

whether express or implied, in relation to the items available on this website. Items (including handicraft items) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed item. Natural characteristics such as grain, texture, knots and colour variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only items of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the item. Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

18. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the 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. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

19. VIRUSES, HACKERING AND OTHER CYBERCRIMES

You may not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website, to the server which hosts this site or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack. By breaching this provision you may commit a criminal offence under the applicable regulations. We will report any such breach to the relevant law enforcement authority and we will cooperate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately. We will use reasonable care and skill to ensure that this website is safe, secure and free from bugs, viruses or other defects. Except to the extent it results from our failure to do so, we accept no liability for any loss or damage resulting from any denial of service attack, virus or any

other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website or from the downloading of the contents thereof or of such contents to which this website redirects.

20. LINKS FROM OUR WEBSITE

We may have links from our website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

21. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

22. NOTICES

All notices given by you to us should be given to us via through emailing us on info@hogarhome.com or through the online [contact](#) form on our website, Subject to and as otherwise specified in Clause 21 we may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

23. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it (aside from our guarantee), without our prior written consent. However, you may transfer our guarantee in respect of defective products, which is stated at clause 16, to a person who has acquired the item. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing proof of purchase or producing a letter or chain of letters from the original Purchaser and subsequent Purchasers (where appropriate) transferring the benefit of the guarantee to the new owner of the property in question.

We may transfer, assign, charge, subcontract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer of your rights under the Contract or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

24. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control.

An event outside our control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that any event outside our control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the any event outside our control to a close or to find a solution by which our obligations under the Contract may be performed despite the any event outside our control.

25. WAIVER

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the Contract or the Terms. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

26. SEVERABILITY

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

27. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time. You will be subject to the policies and Terms in force at the time that you use this website or order items from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority, in which case, any potential changes will also apply to orders previously placed by you.

28. LAW AND JURISDICTION

The use of our website and the Contracts for the purchase of items through such website will be governed by English law. Any dispute arising from, or related to the use of the website or to such Contracts shall be subject to the nonexclusive jurisdiction of the English courts. If you are contracting as a consumer, nothing in this Clause will affect your statutory rights as such. If you live in Scotland you can bring legal proceedings in respect of the items in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the items in either the Northern Irish or the English courts.

29. FEEDBACK

We welcome your comments and feedback. Please send all feedback and comments to us via our [contact form](#) on the website or at the e-mail address [info @hogarhome.com](mailto:info@hogarhome.com). If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address [info @hogarhome.com](mailto:info@hogarhome.com) or to our office at 71-75 Shelton Street London WC2H 9JQ.

In the unlikely event that our Customer Services team are unable to resolve your complaint, and you are still not satisfied following the conclusion of our complaints handling procedure, then you may refer your complaint to Retail ADR, which is an organisation authorised to resolve disputes between consumers and retailers (www.retailadr.org.uk). They may be contacted via post to Retail ADR, 12 Walker Avenue, Stratford Office Village, Wolverton Mill, Milton Keynes MK12 5TW (Tel: +44 203 540 8063), or via email to enquiries@retailadr.org.uk. We will review any complaint passed on to us by Retail ADR.

APPENDIX

Model cancellation form

(complete and return this form only if you wish to cancel the contract)

To: HOGAR HOME COMPANY LIMITED, 71-75 Shelton Street London WC2H 9JQ by post or via email at:

info@hogarhome.com

I hereby give notice that I cancel my contract of sale of the following items: [customer to insert description of items]

Ordered on/received on (*)

Name of customer

Address of customer

Signature of customer (only if this form is notified on paper) Date

(*) Delete as appropriate