

***** K@tZ XStitch *****

www.katzxstitch.co.uk

'All things cross stitch'

Terms & Conditions @ 31/07/2018

Definitions; **us/we** = Penny Creative Media Ltd, t/a K@tZ XStitch, **you** = the customer, as shown on this website.

PAYMENT, PRICING & AVAILABILITY

1. Payment can be made by Visa, Delta, Electron, MasterCard/Eurocard, Maestro & American Express via Paypal, Sage Pay & telephone and by cheque (UK banks only) & postal order. By arrangement, payment can also be made by bank transfer (again, UK banks only). Payment will be debited from your account before the dispatch of your purchases.
2. All prices are in pounds sterling (GBP) and include VAT @ 20% (VAT registration number GB 217 1789 96). We reserve the right to change any advertised price at any time prior to payment being received.
3. All products and services are subject to availability and may be withdrawn at any time. Any shortages, excluding products shown as being out of stock at time of purchase, will be placed on back order and dispatched as soon as they are back in stock. However, if your order cannot be fulfilled you will be offered an alternative or given a FULL refund.
4. We have a minimum order value of £1.20 excluding delivery (P&P).

DELIVERY

5. Most orders (excluding orders shipped by myHermes and during Bank Holiday weeks) will be dispatched same day if placed before 10:00 (or next day if placed later). If a product is unavailable and not shown as out of stock we won't delay your order (UK only), we'll send the owing product as soon as it comes back in to stock. However, if any of your order quantities exceed our stated limits (please see the various pages on our website), or it includes 'special purchase' products we may delay dispatch until we can supply it in full. We also reserve the right to delay your order if we are expecting a delivery. In both cases we will contact and advise you accordingly.
6. Orders will be dispatched by Royal Mail first or second class Standard delivery and my Hermes courier ParcelShop 2-4 day delivery service in the UK or Airmail to international destinations. However, dependent on value (see note below), we may require [Signed For](#) (previously called Recorded), Special (next day by 1pm) and Airmail, [International Signed For \(with additional compensation\)](#) delivery. Where required, this will be stated in the product description, in 'Your Shopping Cart' and/or during the checkout process. We may also require purchase of Signed For delivery for unconfirmed, work and communal e.g. halls of residence addresses or myHermes Remote Area delivery surcharge for post codes beginning HS, IM & ZE. If you have any questions or concerns regarding our delivery (P&P) rates please [contact us](#) or click [here](#) for full details.

With effect from 24/04/2015, the Signed For and International Signed For products no longer need to be purchased. From this date all delivery (P&P) costs will be automatically calculated at checkout. However, for orders under £30 these can still be purchased as an optional extra or in certain circumstances (see paragraph 6. above) we may require their purchase.

Please note: All UK orders over £30 (excluding delivery) will require Signed For and over £75 Special (next day by 1pm) delivery, unless delivered by myHermes. All international orders over £30 will require Airmail, International Signed For delivery and over £75 with additional compensation.

7. For Royal Mail, please allow 15 working days for delivery (from due date) in the UK and to international destinations, 15 working days (Mon - Sat) in Europe and 25 to the rest of the world. For myHermes please allow 7 days. We cannot be held liable for postal delays. For international destinations, you are responsible for the payment of all customs/import duties and taxes. Again we cannot be held liable for any customs/import delays.

8. If your purchase arrives damaged, please retain the goods and packaging and [contact us](#) via e-mail within 48 hours of receipt.

CANCELLATIONS & RETURNS

9. Consumer Rights Directive (2011/83/EU) - Right to Cancel a Contract

Definitions; **return** = the act of sending the goods back to us, **receive(d)** = the act of taking (or having taken) physical possession of the goods.

a. Your Right to Cancel:

- You have the right to cancel a contract within 14 days without giving any reason.
- The cancellation period will expire 14 days after the day you receive, or any third party (excluding the carrier) authorised by you receives the goods.
- To exercise your right to cancel, you must inform us (KatZ XStitch, 135 Bay View Road, Northam, Bideford, Devon, EX39 1BJ, sales@katzxstitch.co.uk) of your decision to cancel either by post (before and separate to the return of the goods), fax or e-mail (a telephone call is not acceptable). However, we recommend you use our online Contract Cancellation page [here](#). We will reply by e-mail within 24 hours, including an RMA number for you to quote when returning the goods and where necessary the required method of return.
- To meet the cancellation deadline, you must inform us before the cancellation period has expired.

b. Effects of Cancellation:

- If you cancel a contract, we will refund you in full, including the cost of delivery. However, if you originally chose a more expensive delivery method than required by us, we will only refund the cost of the least expensive method.
- You must return goods as supplied, e.g. complete, undamaged, unopened, unused, in new condition fit for resale and by the method of return required by us.
- Goods returned with obvious damage will be refused, or where on inspection, are found to be damaged will not be accepted (this will constitute non-receipt). We will report any damage to you within 24 hours, it is your responsibility to recover your costs from the carrier.
- We reserve the right to deduct from the refund any amount up to the full purchase price for any loss in value of the goods supplied, if the loss is the result of unnecessary handling by you. You are liable for any loss in value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.
- We will refund you as soon as possible and not later than;
 - 14 days after we receive the returned goods, or
 - (if earlier) 14 days after the day you provide evidence that we have received the returned goods, or
 - if you cancel before we dispatch the goods, 14 days after the day you informed us of your decision to cancel.

- We will refund you by the same payment method that you originally paid.
- You are responsible for returning the goods to us within 14 days of cancellation. You must retain proof of return in case we do not receive them. In this case it is your responsibility to recover your costs from the carrier.
- **You will pay the cost of returning the goods.**

10. In the unlikely event that you want to return any goods for reasons covered by the Sale of Goods Act 1979 please [contact us](#) and we will reply within 24 hours with an RMA number. Please do not return the goods until we have replied, again refund will be by your original payment method (including return P&P costs), within 48 hours of receipt of returned goods or of our agreement not to return the goods.

11. Any other order cancellation or goods return requests should be e-mailed to and agreed by us before any goods are returned. Any agreement by us will be by reply e-mail, at our discretion and without setting any precedent. In these cases, we reserve the right to specify the method of return and withhold funds to recover any costs that we have incurred, either directly or indirectly, e.g. return of damaged goods (except as covered by paragraph 10 above) and failure to return goods as specified.

12. Your statutory rights are not affected by any of the above terms and conditions.

SECURITY

13. We cannot be held liable for any loss you may suffer if a third party gains unauthorised access to any data you provide when accessing our systems and/or ordering from us.

FREE UK P&P OVER £50

14. This offer is available to orders posted within the UK from 01/07/2014, **with a maximum value of £500**. However, purchase of the myHermes Remote Area Delivery Surcharge product (click [here](#) to buy) for delivery to post codes beginning **HS, IM & ZE ONLY** is still required. We will decide whether to dispatch a 'post free' order via myHermes or Royal Mail second class dependent on dimension and/or value limitations and delivery cost, even if this is different to the delivery method selected at checkout.

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