TERMS AND CONDITIONS

These are the terms conditions of sale on which Gipsy Hill Hardware ("Gipsy Hill Hardware" “we" "us" "our") provides goods to you. Please read these terms carefully before placing any orders on www.gipsyhillhardware.com (our “Website”) as when you do so you agree to be bound by these terms and conditions (T&Cs). We also recommend you should keep a copy of our T&C’s for future reference. If you think there is a mistake in these T&Cs, or if you have any queries about these T&Cs please contact us to discuss before placing an order.  
www.gipsyhillhardware.com is a site operated by HitRate Trend Ltd. We are registered in England and Wales under company number 11781350 and with our registered office at 6th Floor, 2 London Wall Place, London, EC2Y 5AU.

General contact email: [contact@gipsyhillhardware.com](mailto:contact@gipsyhillhardware.com)

Website: [www.gipsy](http://www.gipsy)hillhardware.com

To contact a member of the team to help you with any customer enquiries, complaints or queries, please email [contact@gipsyhillhardware.com](mailto:contact@gipsyhillhardware.com) and we will endeavour to assist you as soon as we can, normally within 48 hours.

Any changes we may make to our T&Cs in the future will be posted on our website and, where appropriate, notified to you by e-mail. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

Please also refer to our Privacy Policy regarding personal information.  
Our store is hosted on Wix. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

ORDERS  
All orders are subject to acceptance and availability, and items in your shopping basket are not reserved and may be purchased by other customers. Prices for our products are subject to change without notice.  
We reserve the right at any time to modify or discontinue items in the store (or any part or content thereof) without notice at any time.  
We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the store.  
During a “sale” we may apply further discounts to items, if you have placed an order but not received it yet and the items further decrease in price, we are not able to either cancel your order or refund you the difference in price. If you wish to purchase at the new lower price you will need to place a new order and return your original order for a refund subject to the conditions relating to returns and exchanges below.  
Items sold in a sale may not have branded swing tags and may have reduced packaging. Items sold in sale or other busy periods may take longer than usual to be delivered.

ACCEPTANCE OF YOUR ORDER  
Once you have made your choice and your order has been placed, you will receive an email acknowledging the details of your order, including your order number and an estimated delivery date. This email is an acceptance of your order at which point a contract will come into existence between you and us.

You will own the item(s) once we have received payment in full and you become responsible for the item(s) from the time we deliver the product to the address you gave to us.

If we are unable to accept your order, we will inform you of this by email and will not charge you for the product.  
We reserve the right not to accept your order or to cancel your order. This might be because we are unable to obtain authorisation for payment, because shipping restrictions apply to a particular item, because elements of the item ordered are out of stock or does not satisfy our quality control standards and is withdrawn, because we are unable to meet a delivery deadline you have specified, because unusually high quantities of an item are being ordered by any one customer or postal address, because we suspect fraudulent activity, or because you do not meet the eligibility criteria set out within the T&Cs.

We may also suspend the supply of goods to you to, make changes to the product as requested by you or notified by us to you, update the product to reflect changes in relevant laws, deal with technical problems or make minor technical changes.

PRICING POLICY  
Prices shown on the site are in pounds Sterling and include VAT charges. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay unless you have already paid for the product in full before the change in the rate of VAT takes effect.

All prices and offers remain valid as advertised from time to time. The Sterling price of a product displayed on the website at the time the order will be accepted, except in cases of error.  
The costs of delivery will be as displayed to you on our website.  
If you are a customer whose credit/debit card is not denominated in Sterling, the final price will be subject to the applicable exchange rate applied by your card issuer on the day your card issuer processes the transaction.

Gipsy Hill Hardware does not offer a price matching service and we reserve the right to review and change prices at any time. These changes will not affect the price of goods that have already been dispatched.

PAYMENT  
We accept payment made by Paypal, Visa, MasterCard and Visa Debit.  
Payment will be debited and cleared from your account upon placing your order from Gipsy Hill Hardware. You must pay for the goods before we dispatch them to you. We will email you to confirm dispatch.  
Please see www.paypal.com for information on PayPal payments.

You confirm that the credit/debit card or Paypal account that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to Gipsy Hill Hardware, we will cancel your order.  
Please refer to our Privacy Policy for more information on how we store and use your data.

ORDERING AND DELIVERY  
During the order process we will let you know when we will deliver the goods to you.  
We are not responsible for delays outside our control. If the supply of our goods 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.

We are not responsible for delays or lost goods if you provide an incorrect or inaccurate postal address or if a postal address is not provided.

When ordering products from Gipsy Hill Hardware for delivery overseas you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information.

RETURNS AND EXCHANGES

If you are not completely satisfied with the goods, please contact our customer support team at  [contact@gipsyhillhardware.com](mailto:contact@gipsyhillhardware.com) to let us know. Provide full details of your order, including the order number, your contact details, details of the product and reasons for wanting a return or exchange. If you end the contract for any reason after the goods have been dispatched to you or you have received them, you must return them to us (including the packaging) in the condition received by you by post.

We will pay the costs of return if the goods are faulty. In all other circumstances you must pay the costs of return. We recommend that you send the parcel back to us using a delivery service that insures you for the value of the goods, as we cannot be held responsible for items damaged or lost in the post.

If you change your mind you can cancel your contract and return your goods (including packaging) in saleable condition within 14 days of receipt. We will refund you the price you paid for the goods (excluding delivery costs) and minus any deductions to reflect any reduction in the value of the goods (including packaging) if this has been caused by your handling them, attempting installation or in an unacceptable way or any way which would not be permitted in a shop.

If you believe the good are faulty in any way, do not attempt to install as we will not accept return where goods have been damaged during this process.

If the goods you have received are faulty, you can return them to us at any time within 30 days of receipt. Please contact customer services to arrange collection or for a return postage label. We will refund you the price you paid for the goods by the method you used for payment or exchange for an item of the same price as soon as possible after you cancel your order.  
We will make any refunds due to you as soon as possible.

OUR PRODUCTS

Gipsy Hill Hardware is hand crafted and hand finished. Due to this there may be slight variations in the colour, markings & patina of the metal. No two items will ever be identical making every item unique. The beauty of our products is that the metal will patina and age over time especially when exposed. Gipsy Hill Hardware will not accept any returns due to colour change with use.

Please note that the images and colours as shown on our website are for illustrative purposes only and we cannot guarantee the display of colours accurately reflects the colours of the product as they may vary slightly depending how your monitor is calibrated.

All sizes and measurements are approximate. Although we have made every effort to be as accurate as possible all sizes and measurements on our website may vary slightly.  
Product packaging may vary from that shown in images on our website or social media.

COPYRIGHT AND INTELLECTUAL PROPERTY

All Gipsy Hill Hardware designs are exclusive and owned by us. Our designs are UK Registered with the Intellectual Property Office.

The artwork, images, software, branding and content made available to you on this website and our social media channels are ALL the intellectual property of Gipsy Hill Hardware and is protected. Any misuse will result in legal action. You are not permitted to use any of our branding, imagery, products or prints without our written permission. We allow our images to be re-posted on social media, as long as they are clearly tagged with our company name. These images are not to be manipulated or changed for your use. We do not allow you to use any of our branding or our association to promote/market another business company without our written permission.  
We select carefully who we work with and we retain the right to remove permission for images to be used if they are associated with a brand debilitating association.

WARRANTIES AND DISCLAIMER OF LIABILITY  
We do not guarantee, represent or warrant that your use of our website will be uninterrupted, timely, secure or error-free.  
You agree that from time to time we may take the website offline for indefinite periods of time or cancel any order at any time, without notice to you.  
You expressly agree that your use of, or inability to use, the website is at your sole risk. The website and all products delivered to you are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.  
In no case shall Gipsy Hill Hardware or HitRate Trend Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the website or any products procured using the website, or for any other claim related in any way to your use of the website or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

INDEMNITY  
You agree to indemnify, defend and hold harmless Gipsy Hill Hardware and any of our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these T&Cs or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

GOVERNING LAW AND JURISDICTION  
These T&Cs and purchase of any goods on our website are governed by and construed in accordance with English law. Disputes arising in connection with T&Cs shall be subject to the non-exclusive jurisdiction of the English courts.  
It is prohibited to access the website from territories where its contents are illegal or unlawful

MISCELLANEOUS  
You may not assign, sub-license or otherwise transfer any of your rights or obligations under these T&Cs without our consent in writing.  
Each of the paragraphs of these T&Cs operates separately. If any provision of these T&Cs is found by any court or relevant authority to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions, which shall continue to have full force and effect.  
Only the parties to these T&Cs may seek to enforce them. Nothing in these T&Cs is intended as granting any persons who are not parties to these terms any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.  
We shall not be liable to any person for any loss or damage, which may arise from the use of any of the information contained in any of the materials on this website.  
All rights, including copyright, in this website are owned by or licensed to Gipsy Hill Hardware. Any use of the site or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without our permission.  
We have taken every care in the preparation of the content of this website. To the extent permitted by applicable law, and save as otherwise specified by us, we disclaim all warranties, express or implied, as to the accuracy of the information contained in any of the materials on this website.

Part of the website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the website complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material. Certain links in this site will lead to other websites. When you activate any of these you will leave the website and we have no control over and will accept no responsibility or liability in respect of, the material on any website which is not under our control.

These T&Cs are governed by and construed in accordance with the laws of England and the courts of England have exclusive jurisdiction to settle any dispute.