

# PIOB MHOR *of* SCOTLAND

## TERMS & CONDITIONS

If you have any questions regarding our Terms and Conditions please contact us at the following email address: [info@piobmhor-of-scotland.com](mailto:info@piobmhor-of-scotland.com)

### GENERAL INFORMATION

Tartans, Tweeds & Velvets are normally available to order only - details and availability on request. Where the mill is temporarily out of stock of your selected cloth we will contact you to inform you of any possible delays to your order.

### PRICES & DELIVERY

Prices shown exclude post and packing. Goods are normally shipped using the most economic method available. Please advise us if you require the goods to be sent by Special Carrier, Express Delivery etc.

### TAXES / IMPORT DUTY

VAT will be added to all EU/ UK orders at the current rate. Where VAT is deducted for non-EU countries, duty may be imposed by the country of destination. It is the customer's responsibility to reclaim any duties paid on goods which have been subsequently returned for refund.

### DELIVERY

For made-to-measure items please allow 6- 8 weeks - plus delivery .  
Prices shown on these web pages are correct at time of going to print, and are subject to change. Please allow up to 28 days for delivery. (Mainly Overseas) All orders taken are subject to availability. While very care has been taken to ensure all descriptions are correct slight variations may occur.

### PAYMENT

Payment can be made using - Visa, Mastercard, American Express, Maestro etc, or Paypal  
Please note : some methods of payment may be subject to bank charges.  
We will advise you of the total cost of your order prior to shipping.

### SELF MEASUREMENTS

It is essential that great care is taken when submitting Self-Measurement Forms as we cannot be held responsible for items returned to us because they do not fit properly due to incorrect measuring. We cannot accept liability for any goods posted by customers which are lost or damaged in transit. It is the responsibility of the sender to ensure that any parcel is fully insured. All receipts and proof of return posting should be retained by the customer for reference.

### 1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller.
- 1.2 "Consumer" means someone who buys Goods from the Seller and who does so otherwise than in the course of a business;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the goods and/or services that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means Piob Mhor of Scotland Limited, a company incorporated under the Companies Acts and having its registered office at:
  - 37 - 43 High Street
  - Blairgowrie
  - Scotland
  - PH10 6DA
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this document;
- 1.7 "Website" means this website (or any other website belonging to the Seller).

## **2 CONDITIONS**

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all Contracts for the sale of Goods or Services by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer. For the avoidance of doubt, the Seller reserves the right to amend the Terms and Conditions at any time without notice, and the terms and conditions applicable to each such Contract between the Buyer and the Seller shall be those prevailing at the time of an order being placed by the Buyer.
- 2.3 Submission by the Buyer of an order for Goods shall be taken as evidence of the Buyer's acceptance of these Terms and Conditions.

## **3 ORDERING**

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods in accordance with these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund.
- 3.3 Hire Goods shall remain the property of Piob Mhor of Scotland at all times.

## **4 PRICE AND PAYMENT**

- 4.1 Prices described on our web pages and price lists exclude delivery charges and are subject to change without notice. You will be advised of the cost of delivery prior to shipping. We are happy to provide customers with an estimate of shipping charges prior to placing an order.
- 4.2 The total purchase price, including VAT, will be provided on confirmation of the order. Overseas Buyers are reminded that they are responsible for any Import Duties / Local Taxes that may be charged.
- 4.3 After the order is received the Seller shall confirm by email, telephone or by letter the details, description and price for the Goods.
- 4.4 Payment of the Price plus VAT and delivery charges must be made in full before dispatch of the Goods. Payment may be made by any of the credit or debit cards accepted by the Seller, ( Visa, Mastercard, American Express, or Maestro ). All orders are subject to authorisation of payment by the relevant card issuer prior to despatch of the Goods (or, as the case may be, delivery of any Goods which consist of services).
- 4.5 Your credit / debit card will not normally be debited until the goods are ready for shipping.
- 4.6 Deposits (Goods made to Customers Specification) - Work will not commence until receipt of payment of the agreed deposit. The deposit covers the reasonable cost of administration, ordering and supplying materials used in the production of made-to-measure goods. In the event of cancellation or return, part or all of the deposit may be retained to cover any reasonable costs incurred.

## **5 RIGHTS OF SELLER**

- 5.1 The Seller reserves the right to adjust the price and specification of any item on its Website or Price Lists at its discretion.
- 5.2 The Seller reserves the right to withdraw any Goods from its Website(s) or Price Lists at any time.
- 5.3 The Seller shall not be liable to anyone for withdrawing any Goods from its Website(s) / Price Lists, or for refusing to accept an order.

## **6 COPYRIGHT**

- 6.1 Unless otherwise agreed in writing, all Intellectual Property rights relating to goods or services provided between the parties shall remain the property of Piob Mhor of Scotland who shall own all intellectual property rights / copyright of all designs, drawings, sketches, templates, whether printed, woven, displayed in electronic form or distributed by electronic means ie e-mail, internet, the world-wide-web or stored in electronic form CD, DVD, etc. Where the Buyer requires the Copyright of a Design assigned to them, a separate agreement shall be reached. The full amount of any Assignment Fees to be paid in advance. The Buyer shall also indemnify Piob Mhor of Scotland on demand against all costs, claims, damages and expenses, directly or indirectly, arising out of any breach or alleged breach of any third party intellectual property rights resulting from the clients instructions, expressed or implied, including but not limited to compliance with any instructions from the client in relation to services provided by Piob Mhor of Scotland.
- 6.2 All text and images published on our Website(s), Brochures or Price Lists remain at all times the property of Piob Mhor of Scotland Limited. - no part of which may be reproduced, stored in an electronic retrieval system, or transmitted in any form, or by any means, electronic, recording or otherwise, without the prior permission of the owners.

## **7 WARRANTY**

7.1 As the Seller is unable to describe every detail of the Goods in their Website(s) Brochures & Price Lists, each description is abbreviated and is correct at the time of input. Where accurate colour matching is required the Buyer should provide appropriate colour samples. The Seller reserves the right to alter the specification/description of Goods and Services without notice.

7.2 Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded. Any recommendation or suggestion relating to any of the Goods and made by the Seller is given in good faith, but it is for the Buyer to satisfy himself as to the suitability of the Goods for the Buyer's purposes.

7.3 The Goods may consist of goods and/or services to be delivered online. In such circumstances, the Seller shall have no liability for any temporary unavailability of such Goods due to any failure of the Website, any telecommunications system and/or the world-wide web in general, including any downtime of the Website due to planned or emergency maintenance.

## **8 DELIVERY**

8.1 Goods supplied within the UK will normally be delivered within 28 days of receipt of order.

8.2 Please allow between 8-12 weeks for the completion of made-to-measure, personalised or custom made items.

8.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or cancel and receive a refund.

8.4 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. Notwithstanding the foregoing, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

8.5 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

8.6 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

## **9 RETURNS**

9.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 30 days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

9.2 The cost of Return Delivery is the responsibility of the customer. If the customer fails to return the goods, or sends them at our expense, the customer will be charged for any costs. We recommend that goods returned are fully insured.

9.3 Goods should be returned unused and in the condition they were received. Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

9.4 If the goods are faulty the cost of return delivery will be borne by the Seller.

## **10 LIMITATION OF LIABILITY**

10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever suffered by the Buyer.

## **11 PRIVACY**

11.1 Any information given at the time of your order will not be disclosed to any third party. All information is collected in accordance with the Data Protection Act 1998 and is used only for the processing and administration of orders.

## **12 FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

### **13 LEGISLATION**

All Goods are covered by the Sale of Goods Act 1979, Supply of Goods and Services Act 1972, Sale and Supply of Goods Act 1994, Distance Selling Regulations 2000 and The Sale and Supply to Consumers Regulations 2002. All Goods shown on our Website(s) and Price Lists are invitations to treat and are not themselves offers

### **14 CHANGES TO TERMS AND CONDITIONS**

The Seller shall be entitled to change these Terms and Conditions at any time.

### **15 DISTANCE SELLING REGULATIONS**

On confirmation of the order the Seller will provide the Buyer with -

15.1 The Sellers full geographic address, contact information, including telephone, fax and e-mail address.

15.2 A description of the main characteristics of the goods or services being offered.

15.3 Details of the price of the goods or services being offered, including taxes where appropriate.

15.4 Details of any delivery costs

15.5 Details of how payment can be made.

15.6 Arrangements for delivery or performance of the service

15.7 Information regarding Cancellation Rights

15.8 Return Delivery – the cost of return delivery is the responsibility of the customer. All reasonable care should be taken to ensure that the goods are not damaged while in the customer's possession. In the event that the goods are damaged the customer will be responsible for the reasonable cost of repair or replacement. If the customer fails to return the goods, or sends them at our expense, the customer will be charged for any costs. If goods are faulty the cost of return delivery will be borne by the Seller. We recommend that returned goods are fully insured.

15.9 Prices are valid for 30 days. Payment must be received in full before orders can be dispatched.

### **16 DISTANCE SELLING REGULATIONS – RIGHT TO CANCEL**

16.1 Right to Cancel (Standard Goods) – should the Buyer decide to cancel the goods they must advise us within seven working days, starting from the day after the goods were received.

16.2 Right to Cancel (Standard Services) – should the Buyer decide to cancel the service they must advise us within seven working days, starting from the day after the contract was made.

16.3 On cancellation, the Goods shall remain at the risk of the Buyer until restored to the Seller and the Buyer is required to take reasonable care of the Goods until that time. The Seller reserves the right to claim for any loss in value to the Goods, due to damage, while at the Buyer's risk.

### **17 GOODS MADE TO CUSTOMERS SPECIFICATION**

17.1 In the event that the customer provides their own cloth or any other items for made to measure or custom made goods, these are accepted on the basis that the customer has checked the goods and are satisfied as to the quality, fitness for purpose, durability, appearance colour, finish, and that the item is safe and free from minor defects. Where accurate colour matching is required the customer shall provide appropriate colour samples.

17.2 Delivery times (Goods made to the Customers Specification) - please allow 8-12 weeks from placing your order to completion. If your chosen fabric has to be especially woven or sourced this period may require to be extended.

17.3 If additional goods or services are ordered at the same time, each item or service will be treated as a separate order, subject to the same terms and conditions.

17.4 Goods made to the Customers Specification - ( Cooling off period ) You have seven working days after the contract was concluded to cancel the order. Under these circumstances you will be entitled to receive a refund of any money paid.

17.5 If you wish to cancel you must notify us in writing ( by post, email or fax ).

17.6 You do not have a right to cancel where the goods are made to the customer's specification and the service has already commenced

17.7 If you have given permission for work to commence before the end of the seven-day cancellation period and then cancel once work has commenced, you may be charged for any reasonable costs incurred.

17.8 Deposits – work will not commence on the order until receipt of payment of the agreed deposit. The deposit covers the reasonable cost of administration, ordering and supplying materials (cloth, tartan, velvet, or other fabrics and other supplies) used in the production of made to measure goods. You will be advised of the amount of deposit required at the time of ordering. In the event of cancellation or return, part or all of the deposit may be retained to cover any reasonable costs incurred.

17.9 On receipt of the deposit the contract shall become binding between the two parties.

- 17.10 Where specific goods or materials are obtained on the customer's request, the customer will be responsible for any direct and indirect costs incurred. (including import duty / taxes, return delivery etc)
- 17.11 Self-Measures – Goods will be made to the customers measurements provided at the time of ordering. We recommend that you are professionally measured. Copies of our Self-Measure forms are available on request.
- 17.12 Customers will be advised of the price of goods / services (including taxes) and payment methods at the time of ordering. Prices are valid for 30 days.
- 17.13 The Distance Selling Regulations do not provide the customer with the right to cancel the order and receive a refund where the supply of goods is to the customer's own specification. Where the customer has received and inspected the goods and is dissatisfied with the terms of the contract, the Sale of Goods Act & the Supply of Goods & Services Act shall apply. Cont.....
- 17.14 Where the customer requires that the goods be delivered we can provide the customer with an estimate of the shipping costs at the time of ordering. These are for guidance only as prices cannot be calculated until the parcel is weighed and ready for shipping. You will be advised of the actual costs prior to the goods being shipped.

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the non-exclusive jurisdiction of the Scottish courts.

For further information about your statutory rights, please visit –  
<http://www.tradingstandards.gov.uk>

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