

## **Terms & Conditions**

Click [here](#) to download and print a copy of these Terms and Conditions to keep for future reference.

### **THESE TERMS AND CONDITIONS**

These Terms and Conditions apply to all transactions on this website. They do not affect your statutory rights. Please read them carefully.

Please note that different terms (including, prices, delivery (charges, times) and returns policies) may apply to purchases made other than online via this website. If you choose not to buy online, your purchase will be subject to our normal Terms and Conditions (available at your request) for the transaction type you choose (mail, telephone and or face to face orders). In particular, offline purchases are not eligible for "change of mind" refund or exchange. Most goods that are downloaded and or have related 3rd party set-up costs and or have contracted terms are also not eligible for "change of mind" refund or exchange as according to 'The Consumer Protection Distance Selling Regulations 2005'.

We can and may change these terms and conditions at any time without notice. Any changes will take effect on the date they are posted onto our websites. You will be asked to read and accept the terms and conditions each and every time you place an order with us, to ensure that you have read the most current one.

### **ORDER PROCESS (SHOPPING - BASKET - CHECKOUT - PAYMENT - DELIVERY)**

You have an opportunity to check and correct any of the information and or goods and or services you have in your basket/order up until you click the 'Continue to HSBC' button.

After you submit an order we will give you an Order Reference Number and details of the goods you have ordered. We will send details to you in an email. We will then send other emails as we process your order and 3rd party purchases are made. Please note that these emails are acknowledgements, not acceptance of your order unless clearly stated as a 'Receipt or Invoice'.

Please note that your order will be reviewed by our staff within good time and that it is not accepted by Tuppenny House Designs until but not limited to, we have done so and all 3rd parties have accepted your order and or application and or contract and or payments.

Acceptance of your order and the creation of a legally binding contract between us will only occur when we send you a 'Receipt or Invoice' email, which will confirm your order and contain details of how we will deliver your goods to you. Alternatively, we may decline all or part of your order for any reason, in which case an email will tell you so.

When deciding whether or not to accept your order we may use certain information about you, including any received from credit reference agency checks or other agencies. In particular, we may pass your details to them to check against certain public and private databases. They may keep a record to use in future security checks. This helps to protect us and you against fraudulent transactions.

We and or HSBC will tell you if your payment details cannot be authorised for any reason and may invite you to re-enter card payment details and or pay by another method and or use our mail order service and or suggest that you visit our office. Please note that goods,

prices and offers online may differ from those featured on elsewhere, but we will try to price match if applicable to us and at our discretion.

### **'Available Online'**

After you submit and purchase an 'Available Online' order we will give you an order number and details of your 'Available Online' order. We will send you an email with logon and password details. We may direct you to a download area or you may have to logon at a latter time to this or other websites for the goods to be downloaded. For more details see below.

### **Tuppenny House Designs WEBSITE SECURITY**

View our website Security Policy to see how we make your shopping with Tuppenny House Designs online Safe and secure.

### **PAYMENT AND PRICES**

All prices and charges on this website are in UK pounds. They do not include any TAX or VAT payable and exclude delivery charges (For more delivery details see below).

The total cost of your order will be the price of the goods you order, any additional services you choose (e.g. hosting), plus any applicable service charges and or any Inc. charges (extra charges and or 3rd party costs and or Tax and or VAT and or any other duties or charges placed upon as) and or any delivery charges. All these will be set out clearly in your 'Shopping Basket' before you submit your order for payment via 'HSBC Secure ePayments'.

Prices, offers and goods are subject to availability and may change before, but not after, we accept your order. If something becomes unavailable we may offer you an alternative or suggest that you visit one of our other websites, offices or view other related media.

We always try very hard to ensure that all the information on this website is accurate and up to date. Occasionally, an error can occur. If we discover any errors in the price or description of a goods you have ordered, we will tell you and ask you whether you wish to continue with your order and or change it or cancel it.

We accept payment by Delta, MasterCard, Switch and Visa. Payment in full or a deposit (if applicable) is deducted when we process your order. For face to face and mail/telephone orders we can also accept payment by cash or cheque. Payment is taken in full when you purchase the goods unless we have agreed or specified to, a deposit and or split payment and or monthly service charges and or other payment plans that we may offer.

### **AGE RESTRICTIONS - REQUIREMENTS**

All our goods have a general minimum age of 18 years old.

If you order any of our goods with minimum age requirements, by ordering the goods you are confirming that you are of the required age.

Last updated: 24-03-2008

### **Tuppenny House Designs Delivery Policy**

## **Where we Deliver**

For some items delivery must be to an address in the United Kingdom (these will be notified to you before purchases can be made). All large deliveries that cannot be put through your letterbox must be signed for. Please make sure you keep the receipt and or invoice enclosed with your goods, you may need it for future reference.

## **Charges Made for Delivery**

Every effort is made by us to keep our delivery charges as low as possible. Our charge depends on the value of your order, your location in the world and which type of delivery service you want, standard delivery (28 working days) or premium delivery (7 working days). You only pay one delivery charge per order per visit. The charges are as follows:-

- a) Order value up to £50.00, charge is £3.50
- b) Order value between £50.01 and £250.00, charge is £7.50
- c) Order value over £250.01, charge is £11.50
- d) For premium delivery, charge is £5.75 + above charge
- e) For orders outside the UK, charge is £10.50 + above charge(s)

When you add goods to your Shopping Basket, any delivery charges will be added automatically at our standard rate. There is an additional charge if you choose our premium delivery service. You will always be able to see delivery charges before placing your order.

## **How We Deliver**

All goods (except 'Available Online' items) are delivered either by post and or by courier, depending on their value and size. If your goods need to be delivered by courier you may be given the option of choosing a delivery date and or time that is best for you, a small extra charge may be added at this time with your approval. We will notify you which delivery service and or courier we are using by e-mail. Occasionally the order may be delivered separately.

## **Delivery Times**

Delivery times are calculated in working days, Monday to Friday inclusive, but excluding bank holidays. If you order after 13:00, please calculate your delivery time as if your order has been placed on the next working day.

### **Premium Delivery Service, up to 7 working days**

If you choose to pay the extra charge for our premium delivery service, your goods should be delivered within the next 7 working days (8 working days if ordered after 13:00) and with an extra charge the date and time slot that is best for you.

### **Standard Deliveries, up to 28 Working Days**

Standard postal and courier deliveries should arrive within 28 working days of placing your order, this time maybe added to during busy periods, we will do our best to notify you first.

Standard postal and courier deliveries are usually made between 9am and 5pm. All courier and some postal deliveries must be signed for. If you are out when the courier arrives they

should leave a card with a contact number for you to get in touch with them. The courier may leave the package with a Neighbour and a card for you to say the Neighbour has it etc.

## **IMPORTANT NOTICE**

Everything we can do is done to meet the delivery times specified in this section. Occasionally, however delivery times may be affected by factors beyond our control and therefore they cannot be guaranteed. We will inform you if we become aware of any unexpected delay.

Please allow extra time for some 3rd party deliveries as well as overseas deliveries.

## **DAMAGED, INCORRECT and or MISSING ORDERS**

We do our very best to make sure that you receive your order(s) in pristine condition. If you do not receive all your goods, please check that they are not being delivered by a different postal or courier carrier. If your order is not on route to you or in the unlikely event that the goods arrives damaged or faulty, please email our Customer Care department using this link or at any time by mailing [customercare@tuppennyhousedesigns.co.uk](mailto:customercare@tuppennyhousedesigns.co.uk) or telephone 08703 505049 with details of you and your order.

All courier and some postal deliveries must be signed for.

## **'Available Online'**

Goods marked as 'Available Online' can be selected for you to download from a Tuppenny House Designs approved website, subject to purchase, availability, applications and 3rd party contracts.

Simply add the goods to your Shopping Basket as usual. When you reach the 'Checkout' screen, you will find you have a drop down box with two options in it– one for postal delivery and one for online delivery. All your chosen goods will be delivered as requested. Those marked as 'Available Online' can be delivered by post and or courier, if you wish, however those marked as delivery only cannot.

If you select 'Available Online', we will provide you with logon and collection details by email to the email address given. Only one download will be permitted. If there is an issue then the download availability may have to be reset by us, so please follow the (DAMAGED, INCORRECT and or MISSING ORDERS) section above.

Please allow up to 24 hours (1 working day) between selecting your goods and the email arriving with details of how you are to collect them. We often have to arrange 3rd party services before we can give you full access to your goods, this can take a while and in some cases, up to 72 hours (3 working days).

## **Returns, Cancellations and the Distance Selling Regulations (DSR) 2000**

If you have chosen to have your order delivered, you can cancel your purchase at any time either before or up to 14 days after delivery by:-  
returning the sealed goods to this address with your receipt and or invoice:-

Customer Care  
Tuppenny House Designs

1 East Street  
Coggeshall  
Essex  
CO6 1SH  
GB

following any 'Returns' instructions with your delivery documentation emailing our customer support team at [customercare@tuppennyhousedesigns.co.uk](mailto:customercare@tuppennyhousedesigns.co.uk) phoning us on 08703 505049, please have order number and purchase details to hand writing to the above address with order number and purchase details.

The goods must be complete, unused and in 'as new' condition (e.g. if you have opened the box to examine the goods you must have done so without damaging or marking the goods or their packaging in any way). It should be returned with the original box, packing and accessories. Pre-recorded DVDs, CDs and other software must be sealed. Any 'Free Gifts' received with the goods must also be returned and or charged for.

In accordance with the 'Distance Selling Regulations (DSR) 2000', the cooling off period and right to cancel do not apply to contracts and or orders for any goods made to your specification and or any downloaded goods and or unsealed goods including but not limited to (DVD, CD, Tapes, Software, Video and audio).

You will receive a full refund, and the cancellation is free of charge provided you meet all of our terms in this section and or the 'Distance Selling Regulations'. Where we have paid out any monies to 3rd parties in relation to your order these costs will pass to you, sometimes these costs may be higher than the order price as we would have got the full cost back over the term and or the monthly payments you were agreeing to, if we can not resell these goods then you must bear the full costs. If you choose another method of return other than stated in this document, you must bear the costs.

We cannot cancel your purchase when:-

- you have chosen an 'Available Online' option
- you do not have proof of purchase
- the seal has been broken on any software
- the goods were a special order to your specification e.g. (your-domain-name.co.uk)
- there is a contract for services with the goods and you (directly or indirectly) or us (working on your behalf) have started using the services, this would include but is not limited to, e.g.(Hosting and or Low Start subscription)

### **Return of Faulty Goods - Delivery Items**

The following are guidelines for all goods ordered. Please see individual Terms and Conditions where applicable. Wherever possible we will try to respond to your individual circumstances in a fair and just way.

If there is a fault or other defect with your product within 12 months of delivery we will normally offer an exchange, repair or refund (if no service contracts are in place). We will offer you the choice of an exchange or refund if the fault occurs within 28 days of delivery and no service contracts are in place (see 'We cannot cancel your purchase when' above).

To qualify for a refund or exchange the product must be:-

- in otherwise in 'as-new' condition
- complete with accessories and free gifts in the original box/packaging if possible
- free from service and or monthly payment contracts
- a delivered item, not downloaded goods (exchange only)
- standard goods, not to your specification (exchange only)

If you meet our 'Return of Faulty Goods - Delivery Items' terms then please return the goods to a the below address or telephone our customer care line on 08703 505049 (9am to 5pm Monday to Friday).

Customer Care  
Tuppenny House Designs  
1 East Street  
Coggeshall  
Essex  
CO6 1SH  
GB

This promise does not cover faults caused by accident, misuse, neglect or normal wear and tear. If a pre-recorded DVD, CD or other software is faulty under guarantee we will exchange it for the same title or refund your money if no service contracts are in place (see 'We cannot cancel your purchase when' above).

Replacement goods are sent by standard delivery only. Any refund due to a fault or other defect will include a refund towards the delivery charges. We may also pay for our costs of collecting goods for replacement or refund based on your individual circumstances.

**THIS RETURNS POLICY DOES NOT AFFECT YOUR LEGAL RIGHTS**

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By using our website you agree not to intentionally misuse it. Our website may contain hyper-links to other websites completely unrelated to us and we are not responsible for the content or practices of such websites. Service on our website may be interrupted occasionally and errors may occur. Use of our website is governed by English law and you submit to the exclusive jurisdiction of the courts in England.

### **General & law**

These terms and conditions and all transactions relating to this website are governed by English law and are subject to the non-exclusive jurisdiction of the English courts. We do not accept amendments to these terms and conditions.

Your data protection rights are set out in our Privacy Policy .

Other and or additional terms and conditions may apply to goods and or services and or other aspects of our business and or within our group of companies which may include but

is not limited to, offers, competitions, extra services, pre-release and Beta orders. You will be alerted to them at the relevant juncture and like these you will be asked to read and accept them before you can proceed.

These terms and conditions only cover Tuppenny House Designs control websites which contain them. We accept no responsibility or liability for the content or operation of websites which are not under our control.

In these 'TERMS AND CONDITIONS' and other media in this website references to "we", "us", "our" and "other first person words" , are to Tuppenny House Designs, registered in England No.