

Terms & Conditions

Delivery

Most goods are sent by courier and a signature is required on delivery. If we need to call you before we send out your goods please let us know. We can deliver to a work address and agree a specific delivery date. Turnaround times vary, depending on the complexity of your order and how busy we are. Please check delivery times when you order. For delivery outside mainland UK please contact us for details.

We cannot take responsibility for third party contractors' costs, so please await delivery and check your parcel contents before arranging fitting.

Cancellation & returns

If you wish to cancel your order prior to dispatch please contact us as soon as possible and confirm your cancellation in writing. Cancellations of bespoke items cannot be taken once work has started on those items.

If you need to return an item please contact us. Unfortunately, we cannot accept responsibility for goods lost or damaged during return. We recommend that you use Royal Mail's special delivery or parcels service with the appropriate compensation option. If your parcel is over 1.5m in length, you can arrange for us to have the goods collected by our carrier (this service is charged at cost). Goods are returned to us at your own expense & they must be returned in resalable condition.

If an item is defective please contact us & we will send a replacement. If we ask you to return the faulty item we will bear the cost of its return. We regret that we cannot exchange or refund goods made to your specification unless they are faulty. If you order a pole cut to length or bay window pole with standard brackets and fittings, it is only the pole, bends & any other bespoke items that cannot be returned. This does not affect your statutory rights.

Quotations & orders

By using this website to buy products or by otherwise communicating with us you are entering into an agreement with us that is bound by these terms and conditions. Quotations are valid for 60 days. Quotations do not form a contract for the supply of goods. No contract exists until we accept your order.

We reserve the right to reject any order at our absolute discretion and to change and/or withdraw any product or service displayed on this site without notice at any time before your order is accepted. We will contact you if we do not accept your order or need to change the content or price of your order for any reason.

Price & payment

We reserve the right to vary the price of goods at any time. The price for a product or service is only valid as displayed at the time of order. If your order does not cover the cost of the goods you wish to purchase, for example because the product you have ordered does not cover the measurements and specification for your pole, then we will contact you to advise you the price applicable to your order and give you the opportunity to cancel your order at this stage.

The prices quoted on this site are in UK sterling and include VAT at 15%. Payment can be made by cheque or by MasterCard, Solo, Maestro, Visa or Visa Electron. Card payment is processed by Streamline and incorporates security checks. Your card details are not held on our system and are protected during transmission to the bank using 128 bit SSL encryption.

Data protection & privacy

The Blacksmith Collection is registered under the Data Protection Act 1998 to hold data for the purposes of sale, accounting and marketing. We will release your address to our delivery agents to enable them to deliver your goods and we may also supply them with a contact phone number. If you do not wish us to release your phone number to our delivery agent please advise us when placing your order. We will not knowingly release your personal details to any other third party.

We may very occasionally contact you for sales promotions or other similar matters, please advise us if you do not wish us to do this. Just advise us by phone, email, post or fax.

BLACKSMITH COLLECTION

Intellectual property

All copyright, design rights and intellectual property rights existing in our design and products and in the images, text and design of this website are and will remain the property of The Blacksmith Collection Ltd. Any infringement of these rights will be pursued vigorously.

You are granted a limited license to download the materials contained on this website to a single personal computer, and to print out a hard copy of such materials, solely for personal, non-commercial use, and provided all copyright, trade mark and any other proprietary notices are left intact. Any other use of any of the materials on this website, including commercial reproduction, modification, distribution, transmission or republication, without our prior written permission is strictly prohibited, and is a violation of our intellectual property rights. The Blacksmith Collection is a member of ACID, Anti Copying In Design. For details of this organisation visit www.acid.eu.com.

Limitation of liability

We cannot accept any liability for failure to comply with guidelines & instructions. The customer is solely responsible for judging whether goods are fit for the purpose for which they are required at the point of order. If goods cannot be delivered for any reason or delivery is not accepted, the customer is liable for any charges associated with the storage, insurance, return and redelivery of the goods. On agreed return of goods we will give you a full refund of the amount paid for the goods (but not the delivery charge) or an exchange credit as required. You must, however, return the goods to us on cancellation in order to receive a refund or exchange. The costs of returning goods are borne by you. Orders collected from us incur no handling charge. We can arrange delivery for you if required; this constitutes a separate contract and incurs a charge for packing, handling and delivery. This does not affect your statutory rights.

To the fullest extent permitted by applicable law, neither The Blacksmith Collection nor any of its owners, employees, affiliates or other representatives will be liable for any loss or damage arising out of or in connection with the use of, or inability to use, the materials in/and/or facilities or services offered throughout this web site including, but not limited to, indirect or consequential loss or damage, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, even if The Blacksmith Collection has been advised of the possibility of such loss or damages and/or such loss or damage were reasonably foreseeable. In no event will The Blacksmith Collection's total liability to you for all damages, losses, and claims (whether in contract, tort [including, but not limited to, negligence], or otherwise) exceed the amount paid by you for the goods supplied. The above exclusions and limitations of liability shall not apply in respect of liability in negligence for death or personal injury.

Governing law

These terms and conditions are governed according to English Law. The parties submit to the exclusive jurisdiction of the English Courts. Notices shall be sent by prepaid first class recorded post to the address of the other party as stated on the order and deemed to be received 2 working days after posting. Proof of posting is deemed sufficient evidence of delivery. Should any part of these terms and conditions be illegal or unenforceable, that part shall be deleted without affecting the remaining parts. Failure to enforce a provision shall not be construed to be a waiver of our rights nor prejudice our rights to take subsequent action. We reserve the right to vary terms and conditions.

Our products and services are available for the United Kingdom, but may not be available or suitable for use in other locations and may not comply with legal or regulatory requirements of other locations. Use of this website is at the customers own risk and responsibility for compliance with local laws rests with the customer.

Disclaimers

As part of continual product improvement, we reserve the right to modify design and materials without notice. Screws and wall plugs are supplied with brackets, but these may not be suitable for all walls. The colour and appearance of wood will vary and will be subject to the imperfections present in a natural material. Wood will lighten or darken with age, especially in strong sunlight. Hand forged items will also vary in appearance and size. Colour representations may not be accurate due to limitations in the photography and reproduction process. Waxed black poles are not recommended for eyelet or tab top curtains or for damp environments.

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