

Zenga Interiors

Terms & Conditions

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by Zenga Interiors Limited. Our company information can be found in section 18 below.

1. The contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Your payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted to us when we send to you an email that the goods have been sent to you. Our acceptance of your order brings into existence a legally binding contract between us.

2. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Zenga Interiors Limited. Any use of this website 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. You may not modify, distribute or repost anything on this website for any purpose.

3. Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

We endeavour to ensure the colour replication on our website is as close as possible. However, there may be variations between the colours on screen and the actual product due to circumstances beyond our control, including, but not limited to, reproduction limitations, monitor resolution, monitor contrast and software configuration.

4. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

5. Availability

All orders are subject to acceptance and availability. If the Goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

6. Ordering errors

You are able to correct errors on your order up to the point on which you click on 'submit' during the ordering process.

7. Price

The prices payable for goods that you order are as set out in our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Wherever it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, offer to sell you the goods of the specification and description at the price stated in the email and will state the period for which the offer or the price remains valid.

8. Payment terms

We will charge your credit account for payment upon receipt of your order unless delivery cannot be fulfilled within 30 days. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from your account then we can cancel the contract and or suspend any further deliveries to you. This does not affect any other rights we may have.

9. Delivery charges

Delivery charges vary according to the type of goods ordered and destination delivery address. Supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us cannot be refunded.

10. Delivery

10.1. Our delivery charges are set out on our [delivery information](#) page on our website.

10.2. You will be required to pay extra for delivery, and it might not be possible for us to deliver to some locations.

10.3 Please note that we are only able to deliver to addresses within the United Kingdom, however the Isle of Wight, the Isle of Man, the Scottish Isles, parts of Scotland, Northern Ireland and the Channel Isles may incur additional charges.

10.4 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period, and we will contact you to arrange an alternative time.

10.5 You will become the owner of the goods you have ordered when they have been delivered to you or to an address you specify or by someone else you have nominated to receive them on your behalf like a neighbour or third party courier. Once goods have been delivered to you or to the address you specify or who you nominated the goods will be held at your own risk, and we will not be liable for their loss or destruction.

11. Risk and ownership

11.1 Risk of damage to or loss of the goods passes to you at the time of delivery, or if you fail to take delivery at the agreed time; the time when we tried to deliver. You will only own the goods once they have been

successfully delivered and when we have received cleared payment in full.

11.2 Goods supplied are not for commercial resale. If an order is placed with us from another business, trade terms and conditions apply and the order is not bound by The Consumer Rights Act 2015.

12. Acknowledgement and acceptance of your order

You will need to provide us with your e-mail address, and we will notify you by e-mail as soon as possible to confirm receipt of your order and e-mail you again to confirm details. An acceptance of your order will take place on despatch of the good(s) ordered.

13. Cancellation rights

- Right of Withdrawal -

13.1 The remainder of this section applies only if you buy as a consumer as defined in the Consumer Contracts Regulations 2013 (Information, Cancellation & Additional Charges).

13.2.1 You have the right to withdraw from this contract within 14 days without giving any reason (except any made to order items, e.g. made to measure products).

13.2.2 The withdrawal period will expire at the end of 14 days from the following day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

13.2.3 If you request to cancel a made to measure order, it is unlikely we will be able to cancel your order. However, in exceptional circumstances we may be able to stop a made to measure order from continuing in production, depending on how far into the manufacturing/ordering process your order is. If it is possible for us to stop your order in the very early stages, then a charge of 10% will be applied against any refund or in this instance we could waive the charge if you transfer your original payment to a replacement order. However, if the cost of the goods/services rendered on your order is more than 10% you will be charged accordingly against any refund and in this instance, we may not be able to waive any part of the charge even if transferred to a new order.

13.2.4 If you do not notify us of your intention to withdraw from this contract within the withdrawal period then the date of notice for your withdrawal will be when we receive the goods back. If this date falls outside the withdrawal period. If this happens we will attempt to contact you prior to processing any refund excluding restocking charges. At this stage you will be able to choose a re-delivery of your products at our standard rate of delivery for the destination required if desired.

13.2.5 To exercise the right of withdrawal, you must inform us (Zenga Interiors Limited) of your decision to withdraw from this contract by an unequivocal statement (e.g. email or a letter sent by post). A voicemail is not a valid notice of cancellation, however we will accept verbal cancellation with one of our telephone customer service operators.

13.2.6 To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

- Effects of withdrawal -

13.3.1 If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (except the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back, or you have supplied

evidence of having sent back the goods, whichever is the earliest.

13.3.2 If you cancel part of your order which was subject to a conditional Sale, Promotion or Free Delivery offer, the Sale, Promotion or Free Delivery offer may cease to apply. If you subsequently return any items, we reserve the right to charge you for the discount you received as part of any conditional Sale, Promotion or Free Delivery offer. For the avoidance of doubt if the retaining part of your order falls below the Free Delivery threshold (usually £150.00), you will incur the standard delivery charge applicable (usually £6.95).

13.3.3 We will collect the goods after receiving authorised payment of the collection service or,

13.3.4 You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

13.3.5 You will have to bear the direct cost of returning the goods. When we collect the goods the cost of this service is the greater value of £24.95 or 10% of the goods being returned in addition to any non-mainland UK delivery charges as incurred on your original order.

13.3.6 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

13.4 If you have received the goods before you cancel your contract then upon notifying us of your intention to return, we will arrange for collection of the item(s) from your address on a suitable day between 9am-5pm (collection within the UK will incur charges as outlined in our Returns Policy, additional charges may apply for non UK mainland).

13.5 If you cancel your contract, but we have already processed the goods for delivery you must not unpack the goods when they are received by you and ensure you take reasonable care whilst the item(s) are in your possession, we will arrange for collection of the item(s) from your address on a suitable day between 9am-5pm (collection within the UK will incur charges as outlined in our Returns Policy, additional charges may apply for non UK mainland).

13.6 Upon having your goods collected you must ensure they are packaged adequately and safely, preferably in the same packaging they arrived to you in, ensuring you take reasonable care whilst the item(s) are in your possession.

13.7.1 If returning items using your own preferred courier/delivery service as opposed to our courier collection service we offer, we advise where possible to obtain proof of postage as well as using a fully insured trackable service. Any damages/loss when not using our courier service will be your responsibility to claim between yourself and the service you have used in sending the goods back.

13.7.2 You are responsible for paying any additional postage or shipping costs when returning item(s).

13.8 We will not issue refunds for any items lost or stolen in transit, unless we arrange the collection ourselves.

13.9 If you wish to cancel your contract (unless, under clause 13.1 you do not have a right to cancel) and have notified us of your intention (within the timescale outlined in clause 13.1) to send the goods back yourself; we will inform you of the authorised returns address for which you can return to at your own cost and risk. Upon returning your goods you must ensure they are packaged adequately and safely, preferably in the same packaging they arrived to you in, ensuring you take reasonable care whilst the item(s) are in your possession.

13.10 Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

13.11 You will be re-credited for any reasonable costs incurred directly when returning goods that are faulty or not fit for their intended purpose. A proof of receipt will be required before we can consider authorising this. We recommend a 24/48 hour signed courier service or Royal Mail Recorded service. Reasonable costs for returning orders excludes priority services including, but not limited to Royal Mail Special Delivery, Same day delivery services, timed delivery services, specific AM/PM/timed deliveries.

14. Cancellation by us

14.1 We reserve the right to cancel the contract between us if:

14.1.1 we have insufficient stock to deliver the goods you have ordered;

14.1.2 we do not deliver to your area; or

14.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

14.2 If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order.

15. Liability

15.1 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us in writing at our contact address of the problem within 60 days of the date on which you ordered the goods (unless this is not reasonably practicable). If you notify a problem to us under this condition, our only obligation will be, at your option:

15.1.1 to make good any shortage or non-delivery;

15.1.2 to replace or repair any goods that are damaged or defective; or

15.1.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.

15.2 Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract

15.3 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

15.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

15.5 Whilst every attempt will be made by us to ensure that the goods supplied match in every respect any samples shown or description given to you, any minor or immaterial variation between sample or description and the goods delivered shall not entitle you to reject the goods, nor to withhold or reduce payment of the purchase price, nor claim any compensation for such variation or change; due to (but not limited to), colour dye variations, natural wooden characteristics and light fastness.

15.6 You are advised to not book any fitters/decorators/professionals in relation to the goods you have ordered until you have received your goods and checked them thoroughly to ensure they are satisfactory as no liability can be accepted for any consequential bookings due to delays or quality of goods.

15.7 The following conditions apply to all fabrics, curtains and accessories purchased from our website:

15.7.1 All sizes stated or requested for fabrics or curtains are accurate to $\pm 5\%$ on the width, drop or pattern repeat.

15.7.2 Please be aware that up to 5% shrinkage may occur due to variations in atmospheric conditions whilst in situ at the window, or during the first wash or dry-clean.

15.7.3 Our fabrics are constructed with various natural yarns and synthetic fibres. Often there are slubs and natural weave irregularities which enhance the final appearance of the fabric. It should be noted that this is not a defect and is an inherent characteristic of the cloth. Please note that an inherent characteristic of the Suede Collection is the 'bruised' appearance which may appear as slight creasing.

15.7.4 Silk does not have a high colour fastness and therefore must be protected from the sunlight. We recommend interlining and the added protection of blinds. Also, the slubs, knots and irregular horizontal banding which occur are all natural characteristics of the silk yarn.

15.7.5 Before cutting any fabric please note; although every effort has been made to ensure the quality of the fabric, we strongly advise you to check through the entire roll of fabric prior to cutting for any defects and to ensure that it is the correct length, colour and design - as once the fabric has been cut we cannot accept any liability of the fabric thereafter for any faults as this is your acceptance of the fabric.

15.7.6 Fabrics are batch colour-dyed, as a result of this we cannot guarantee that one order to the next will be from the same colour batch. If a specific colour batch is required then you will have to notify us prior to ordering, so we can advise.

15.7.7 Before ordering fabrics to be used for upholstery you must ensure the fabrics comply with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 act.

15.7.8 Certain rolls of fabric are rolled in the reverse to the orientation of the pattern. Please ensure you check that before cutting/sewing the fabric that you orientate the fabric the correct way to the pattern. We cannot accept any responsibility for any fabric cut/sewn the wrong way around.

15.8 The following conditions apply to all wallpapers purchased from our website:

15.8.1 All sizes stated for wallpapers are accurate to $\pm 1.5\%$ on the width, drop or pattern repeat.

15.8.2 Before cutting or hanging any wallpaper please note; although every effort has been made to ensure the quality of the wallpaper we strongly advise you to check through the entire roll of wallpaper prior to cutting or hanging for any defects and to ensure that it is the correct length, colour and design - as once the wallpaper has been cut or hung we cannot accept any liability of the wallpaper thereafter for any faults as this is your acceptance of the wallpaper.

15.8.3 When preparing to hang any wallpaper, please ensure you follow all instructions on the manufacturer's label supplied with the wallpaper. It can also be the case that certain wallpaper requires or is recommended to be hung with specialist adhesive.

15.8.4 We recommend that you always retain all labels and packaging until you have completed the decorating.

15.8.5 Wallpapers are batch colour-dyed, as a result of this we cannot guarantee that one order to the next will be from the same colour batch. If a specific colour batch is required then you will have to notify us prior to ordering, so we can advise.

15.8.6 Certain rolls of wallpaper are rolled in the reverse to the orientation of the pattern. Please ensure you check that before cutting/hanging the wallpaper that you orientate the paper the correct way to the pattern. We

cannot accept any responsibility for any wallpaper hung the wrong way around.

15.9 All sizes stated or manufactured to for products not explicitly specified are accurate to $\pm 1.5\%$ on the width or drop.

16. Guarantee

16.1 All of our products are supplied with our guarantee that they'll be free from defects and faults. The guarantee period is as follows:

16.1.1 three (3) years guarantee for made to measure curtains & blinds, wallpapers, fabrics, curtain tracks, curtain poles, VELUX or skylight blinds

16.1.2 one (1) year guarantee for all other products, including ready-made curtains or products sold as clearance items, the preceding list not being exhaustive

16.2 The guarantee period commences upon the delivery of the first, original product

16.3 During the period of guarantee your product will be repaired where possible or replaced. If a replacement is required we'll replace it with an item of equivalent specification or discuss with you an alternative solution.

16.4 The guarantee shall cover defects due to defects in material or production or to structural faults. The guarantee is conditional based upon the end-user proving that any defects, faults or damage do not result directly or indirectly from;

16.4.1 Accidental, malicious or neglectful damage

16.4.2 Failure to install the product properly, where installation is made contrary to the installation instructions or (in the absence of such instructions) contrary to good craftsmanship

16.4.3 Failure to install the product outside recommended installation areas

16.4.4 Failure to use the product in accordance with expected usage or maintenance instructions

16.4.5 Variations that occur naturally in the materials used

16.4.6 Knots in wood

16.4.7 Modification from the original manufacturing state

16.4.8 Theft of the product

16.4.9 Items used for or within commercial (unless the item is inherently manufactured for commercial use), business or non domestic areas

16.4.10 Standard wear and tear

16.4.11 Colour fading or discolouration caused by the sun, condensation/water, acid, rain, salty splashes or any other conditions with corroding or material changing effect

16.4.12 Use of incompatible spare parts, accessories or other items not for intended use with the product

16.4.13 Transportation, installation or any other form of handling

16.5 This guarantee does not cover

16.5.1 Delivery and collection costs after the initial 12 month guarantee

16.5.2 Any incidental or consequential losses or damages of any other direct or indirect damage, loss, cost, expense or fee

16.5.3 Any consumables (such as batteries & fuses)

16.5.4 Any servicing, inspecting or cleaning of the product

16.6 All products are guaranteed solely by the manufacturer warranty until that warranty expires. In some cases this can extend up to and beyond our standard guarantee.

17. Promotional codes and redeemable sample service

17.1 Promotional codes are only valid for orders placed online and;

17.1.1 Items must be purchased in one transaction and code used at time of placing order

17.1.2 May not be allowed for use in conjunction with other offers, voucher codes or particular products

17.1.3 Specific conditions may apply to each voucher code, including, but not limited to a minimum order spend

17.1.4 Will not be valid on replacement items

17.1.5 Cannot be transferred between orders or accounts

17.1.6 We reserve the right to decline orders where, in our opinion, a promotional code is invalid for the order being placed

17.1.7 If you cancel/return any part of your order that was subject to a conditional sale from a promotional code then we reserve the right to charge you for the discount you received

17.1.8 Cannot be refunded or exchanged for cash value equivalent

17.1.9 May be withdrawn at any time without notice

17.2 The conditions of using the redeemable sample service codes are that they:

17.2.1 Can only be redeemed after your original sample order

17.2.2 Can only be used once

17.2.3 Cannot be used in combination with any other redeemable sample service codes

17.2.4 Will be invalid should you cancel or have a refund on your original redeemable sample order either fully

or partially

17.2.5 Usage of the redeemable sample code waives any right of refund on your original sample order

18. Company Information

18.1 Company name: Zenga Interiors Limited

18.2 Company number: 15027014 (incorporated in England and Wales)

18.3 VAT number: GB445689841

18.4 Registered office: 8 Jury Street, Warwick, CV34 4EW (no returns accepted here)

18.5 Contact information: See our website

19. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our registered office, and all notices from us to you will be displayed on our website.

20. Changes to legal notices

We reserve the right to change these terms and conditions from time to time, and you should look through them as often as possible.

21. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

22. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

23. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

24. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

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