

Terms & Conditions

Payment Terms

All invoices to customers with approved credit facilities are payable net within 30 days from date of invoice but fall due immediately on the appointment of a Receiver, Liquidator or Administrator or on any other act of insolvency.

VAT will be added to all orders where applicable.

We reserve the right at all times to demand payments prior to the despatch of goods.

Overdue Accounts

We reserve the right to apply a credit charge of 2.5% or part thereof for overdue invoices and to withhold further supplies until the arrears are paid. Repeated overdue accounts will result in all future credit facilities being withdrawn.

All costs incurred by us in the collection of overdue amounts, including commissions and legal fees will be payable by the customer. Notwithstanding that such costs may have been waived in the past.

General Conditions of Supply

Orders are accepted by us, subject to availability of goods.

Variations in shade of cloth will be allowed as acceptable, with customer being given prior notification and will not give rise to cancellation of an order or to any claim by the customer.

No style, material or design (excluding origination's set up and paid for by the customer) is to be considered "exclusive to the customer" unless stated by us, in writing.

We reserve the right to alter the price of goods on at least seven days notice given at any time prior to delivery. Goods will be invoiced at prices current at time of despatch. Any changes to the rate of VAT will be adopted accordingly.

Delivery & Collection Terms

Customers shall be notified as soon as their order is ready for collection unless other arrangements have previously been made. In the event of a delayed collection payment will still fall 30 days from invoice date NOT from date of acceptance.

All deliveries are subject to carriage charges unless they are exempt.

When an order has been sent on a next day service the customer shall notify us of any delay or non-delivery by 4.30pm that day.

Notification of claims

All claims and shortages must be notified to us within 7 days in order that Shangatic Merchandise Ltd may claim against the carrier.

Shangatic Merchandise Ltd shall not be liable to you for loss of profits for any type of indirect or consequential loss.

A claim by a customer shall at no time be grounds for withholding payment or any sum due to us without our knowledge. Nor shall it give rise to any right of set-off against payments due to us, nor monies deducted from the total bill without an official credit note from us. All invoices disputes will be notified to us within 7 days of receipt of invoice.

Privacy Policy

Shangatic Merchandise Ltd ("We") are committed to protecting and respecting your privacy.

This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. For the purpose of the Data Protection Act 1998 (the Act), the data controller is Shangatic Merchandise, 35 Coventry Street, Digbeth, Birmingham, B5 5NH.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

Information that you provide by filling in forms on our site www.shangaticmerchandise.com (our site). This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services.

If you contact us, we may keep a record of that correspondence.

We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

Details of transactions you carry out through our site and of the fulfilment of your orders.

Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

IP ADDRESSES AND COOKIES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual. For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us:

To estimate our audience size and usage pattern.

To store information about your preferences, and so allow us to customise our site according to your individual interests.

To speed up your searches.

To recognise you when you return to our site.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We

ask you not to share a password with anyone. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

USES MADE OF THE INFORMATION

We use information held about you in the following ways:

To ensure that content from our site is presented in the most effective manner for you and for your computer.

To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.

To carry out our obligations arising from any contracts entered into between you and us.

To allow you to participate in interactive features of our service, when you choose to do so.

To notify you about changes to our service.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post or telephone. If you are an existing customer, we may also contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group of companies.

We may disclose your personal information to third parties:

In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

If Shangatic Merchandise Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of Shangatic Merchandise Ltd, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at admin@shangaticmerchandising.com. Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to admin@shangaticmerchandising.com