

# V&A Shop terms & conditions

Last updated November 2018

A large, stylized logo consisting of the letters 'V', '&', and 'A' in a teal color. The 'V' is a simple, bold shape. The '&' is a classic, elegant serif ampersand. The 'A' is a tall, narrow, serif letter with a pointed top and a wide base. The entire logo is rendered in a solid teal color.

# V&A Shop terms and conditions

## 1. These terms

### *1.1 What these terms cover*

These are the terms and conditions on which we supply goods to you from the [online V&A Shop](#) or when you place an order by telephone using our mail order service. These terms do not cover the sale of tickets to V&A exhibitions, events and courses.

### *1.2 Why you should read them*

Please read these terms carefully before you make or submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

## 2. Information about us and how to contact us

### *2.1 Who we are*

We are V&A Enterprises Limited, a company incorporated and registered in England and Wales with company number 01955898 and with a registered office at the Victoria and Albert Museum, South Kensington, London, SW7 2RL, UK. We are a wholly owned trading company of the Trustees of the Victoria and Albert Museum and our registered VAT number is GB 444 0850 63.

### *2.2 How to contact us*

You can contact us by telephoning our customer service team at +44 (0)20 7942 2000 or by email to [shop@vam.ac.uk](mailto:shop@vam.ac.uk) or by writing to us at Customer Service (Contact Centre), Victoria & Albert Museum, Cromwell Road, London, SW7 2RL.

### ***2.3 How we may contact you***

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order and when we use the words "**writing**" or "**written**" in these terms, this includes emails.

## **3. Our contract with you**

### ***3.1 How we will accept your order***

Our acceptance of your order will take place when we email you to confirm our shipment of it, at which point a contract will come into existence between you and us.

### ***3.2 If we cannot accept your order***

If we are unable to accept your order, we will inform you of this in writing. If we have already taken payment for your order we will refund your payment (including all delivery charges) and if we have not yet taken payment we will not charge you for the goods. This might be because the goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the goods or because we are unable to meet a delivery deadline that we or you have specified.

### ***3.3 Your order number***

We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

## **4. The goods**

Goods may vary slightly from their pictures. The images of the goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the goods. Your goods may vary slightly from those images.

## **5. Your rights to make changes**

If you wish to make a change to the goods you have ordered please contact us using the details provided at clause 2.2 above. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 8 - *Your rights to end the contract*).

## **6. Our rights to make changes**

We may change the goods:

(a) to reflect changes in relevant laws and regulatory requirements (such as changes to power supplies and bulbs caused by regulatory changes); and

(b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not significantly and adversely affect your use of the goods

and in all circumstances you retain your right to end the contract (see clause 8. *Your rights to end the contract*).

## **7. Providing the goods**

### ***7.1 Delivery costs and arrangements***

The costs of delivery will be as displayed to you on our website provided that:

(a) we offer free delivery on UK orders of £35 and over (excluding custom prints);

(b) for all orders to the EU (outside of the UK) we charge £20; and

(c) for orders to the rest of the world we charge £30.

All goods are sent via post or third party courier.

### ***7.2 Large orders***

Large orders will be delivered in a re-used or recycled box as part of our commitment to the environment, focusing on reducing our paper and cardboard consumption.

### ***7.3 Packaging***

The packaging of the goods may vary from that shown in images on our website. Our paper padded bags are made from 100% recycled paper and are able to be recycled with mixed paper. The 'green chips' used in our boxes are 100% biodegradable and fully compostable eco-fill, this can be placed in your household recycling.

### ***7.4 V&A custom prints***

Custom prints are dispatched separately from other goods. Prints are sent out via first class post within the UK and via Air Mail for overseas orders. Framed prints are dispatched by either special delivery post or by courier. For special delivery and courier deliveries you should specify a delivery address where someone can sign for the delivery.

### ***7.5 When we will deliver goods to you***

Provided the goods are in stock we endeavour to dispatch most goods (not V&A custom prints) within two working days. However, this may vary in peak periods such as Christmas and during seasonal sale events. We hope to achieve delivery:

(a) within seven days of receipt where you require delivery to a UK address; and

(b) within ten days for addresses outside of the UK.

However, in all cases we ask that you allow 14 days from dispatch before contacting customer services about late delivery.

## ***7.6 Delivery costs and arrangements for V&A custom prints***

The costs of delivery of V&A custom prints are as follows:

### **Unframed prints**

- UK Mainland £7 per order
- EU: £15 per order
- Rest of the world: £15 per order

### **Framed prints**

- UK Mainland £12 per order
- EU: £20 per order
- Rest of the world: £40 per order

Unframed prints are usually delivered to UK customers within 5 working days. Framed prints are usually delivered to UK customers within 10 working days. Overseas dispatch and delivery times may vary between destination countries. If you would like an estimate on the delivery date of your overseas order or would like to discuss other delivery options, please call customer service on +44 (0)20 7942 2000.

## ***7.7 Out of stock goods***

Please allow up to 30 days for delivery of items that have become out of stock.

## ***7.8 Part Deliveries***

If you have ordered more than one item, from time to time we may have to deliver your order in separate shipments. Regardless of the number of deliveries you receive, you will only be charged the amount that was originally quoted to you at the time you placed your order. All delivery charges will be charged to you on the first order/delivery, any dispatch of a parcel thereafter to complete your order will be free of charge.

### ***7.9 Tracking your order***

Once your order has been submitted you will receive an automated confirmation email with your order details and an order number. At this point the order remains subject to availability but payment will be taken from your card. Once we are ready to accept your order we will email you to confirm our shipment of it. If you have an account with us you can check your Order Status by logging in to 'Your Account'. Please note that if you checked out as a guest or you used our mail order service you will not be able to track your order and will have to rely on our email updates regarding your orders.

### ***7.10 We are not responsible for delays outside our control***

If our supply of the goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received. If you have not received your goods or any sort of status update within 30 days of placing your order something might have gone wrong with your order so please contact us to discuss.

### ***7.11 If you are not at home when the goods are delivered***

If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, a note will be left informing you of how to rearrange delivery or collect the goods from a local depot.

### ***7.12 If you do not re-arrange delivery***

If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot you may be charged for storage costs and any further delivery costs and ultimately we may end the contract and Clause 10.2 will apply.

### ***7.13 Your legal rights if we deliver goods late***

You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:

(a) we have refused to deliver the goods; or

(b) we expressly agreed with you in writing before we accepted your order that delivery within the delivery deadline was essential.

#### ***7.14 When you become responsible for the goods***

Goods will be your responsibility from the time we deliver the goods to the address you gave us or you (or a carrier or person organised by you) collect it from us.

#### ***7.15 When you own goods***

You own the goods once it has become your responsibility and we have received payment in full.

#### ***7.16 What will happen if you do not give required information to us***

We may need certain information from you so that we can supply the goods to you, for example, we may need information about any goods which are made to your order. If so, this will have been stated in the description of the goods on our website. We will either collect this information on our website or contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

#### ***7.17 Reasons we may suspend the supply of goods to you***

We may have to suspend the supply of the goods to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the goods to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the goods as requested by you or notified by us to you (see Clause 6).

### ***7.18 We may also suspend supply of the goods if you do not pay***

If you do not pay us for the goods when you are supposed to or your payment is refused by your payment service provider (see Clause 12.4) we may suspend supply of the goods until you have paid us the outstanding amounts.

## **8. Your rights to end the contract**

### ***8.1 You can always end your contract with us***

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the goods repaired or replaced or a service re-performed or to get some or all of your money back), see Clause 11;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 8.2; or
- (c) If you have just changed your mind about the goods, see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.

### ***8.2. Ending the contract because of something we have done or are going to do***

If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any goods which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the goods or these terms which you do not agree to (see Clause 6);

(b) we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the goods may be significantly delayed because of events outside our control;

(d) we have suspended supply of the goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than fourteen days; or

(e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see Clause 7.13)).

### ***8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013)***

For most goods bought from us online or through our mail order service you have the right to change your mind within 28 days after the day you (or someone you nominate) receives the goods and receive a refund. If you are an UK or EU customer, you change your mind within 28 days as above and you return all goods ordered to us we will refund your original delivery charge. In the event of a partial return, we will reimburse UK or EU customers with an appropriate portion of your original delivery charge. Return delivery charges are non-refundable unless your order was faulty or incorrect.

### ***8.4 Our goodwill guarantee***

Please note, these terms reflect the goodwill guarantee that we offer to our customers, which is more generous than your legal rights under the Consumer Contracts Regulations 2013. Under those Regulations we need only give you the right to change your mind for 14 days but our goodwill guarantee is more generous because we allow you to change your mind up to 28 days after the day you (or someone you nominate) receives the goods. This

goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed goods (see Clause 11):

### ***8.5 When you don't have the right to change your mind***

You do not have a right to change your mind when the goods that you have purchased are:

- (a) custom prints;
- (b) any other goods that are personalised or made to order;
- (c) perishable or edible items such as flowers or chocolates;
- (d) eyewear, tights and nail polish; or
- (e) items which have been sealed where the seal is broken (such as pierced earrings).

Provided that this does not affect your legal rights in relation to faulty or misdescribed goods (see Clause 11).

## **9. How to end the contract with us (including if you have changed your mind)**

### ***9.1. Tell us you want to end the contract***

To end the contract with us, please let us know by either filling in the returns form that we send to you with your goods or printing off our online returns form (which you can find [here](#)), filling it in and then doing one of the following:

- (a) Posting the goods that you wish to return and the completed returns form to us at the address provided on the form; or
- (b) Handing over the goods that you wish to return and the completed returns form to us in person to the V&A Shop, Exhibition/Bookshop and Fashion Shop at the Victoria and Albert Museum in South Kensington or the Shop at the Museum of Childhood, Bethnal Green

PROVIDED THAT you have contacted us on +44 (0)20 7942 2000 in advance to let us know that you would like to return the item in store.

Alternatively, you could call customer services on +44 (0)20 7942 2000 or email us at [shop@vam.ac.uk](mailto:shop@vam.ac.uk) or write to us at RETURNS V&A Online Shop, Unit 22 Westwood Park, Concord Road, Acton, London, W3 0TH, UK. Please provide your name, home address, details of the order (including order number) and, where available, your phone number and email address.

### ***9.2 Returning goods after ending the contract***

If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person as described at Clause 9.1(b) above, post them back to us at RETURNS V&A Online Shop, Unit 22 Westwood Park, Concord Road, Acton, London, W3 0TH, UK or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on +44 (0)20 7942 2000 or email us at [shop@vam.ac.uk](mailto:shop@vam.ac.uk) to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract. Wherever possible, please return the items in their original (or similarly robust) packaging.

### ***9.3 When we will pay the costs of return***

We will pay the costs of return from within the UK:

(a) if the goods are faulty, damaged, incorrect or misdescribed; or

(b) if you are ending the contract because we have told you of an upcoming change to the goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

#### ***9.4 International customs duties and sales taxes***

International customs duties and sales taxes are not refunded for shipments outside the EU. If you are returning any goods to us from outside the UK you must complete a customs declaration, correctly indicating that the package contains "returned goods" or similar. We will not pay customs duty in order to receive back returned goods.

#### ***9.5 What we charge for collection***

If you are responsible for the costs of return and we are collecting the goods from you, we will charge you the direct cost to us of collection.

#### ***9.6 How we will refund you***

We will refund you the price you paid for the goods including relevant delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

#### ***9.7 Deductions from refunds if you are exercising your right to change your mind***

If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of the goods within 3–5 days at one cost but you choose to have the goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

### ***9.8 When your refund will be made***

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(a) If we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us; and

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## **10. Our rights to end the contract**

### ***10.1 We may end the contract if you break it***

We may end the contract for the sale of the goods at any time by writing to you if:

(a) you do not make any payment to us when it is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods as described at Clause 7.16; or

(c) you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us.

### ***10.2 You must compensate us if you break the contract***

If we end the contract in the situations set out in Clause 10.1 we will refund any money you have paid in advance for goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **11. Summary of your legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the [Citizens Advice website](#) or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your goods your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also Clause 8.3.

We are under a legal duty to supply goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods. Nothing in these terms will affect your legal rights.

## **12. Price and payment**

### ***12.1 Where to find the price for the goods***

The price of the goods (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the goods advised to you is correct. However please see Clause 12.3 for what happens if we discover an error in the price of the goods you order.

### ***12.2 We will pass on changes in the rate of VAT***

If the rate of VAT changes between your order date and the date we supply the goods, we will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.

### ***12.3 What happens if we got the price wrong***

It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the goods' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the goods' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

### ***12.4 When you must pay and how you must pay***

We accept payment with most credit and debit cards. With online orders, payment will be taken from your card at the point that the order is made. With mail orders, payment will usually be taken from your card at the point that the order is made but we reserve the right to delay payment until the point that the order is accepted by us and shipment arranged. In all cases you must pay for the goods before we dispatch them.

## **13. Our responsibility for loss or damage suffered by you**

### ***13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so***

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent

misrepresentation; for breach of your legal rights in relation to the goods as summarised at Clause 11; and for defective goods under the Consumer Protection Act 1987.

### ***13.2 We are not liable for business losses***

We only supply the goods for domestic and private use. If you use the goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **14. How we and the Victoria and Albert Museum may use your personal information**

We and the Victoria and Albert Museum will only use your personal information as set out in our [Privacy Policy](#).

## **15. Other important terms**

### ***15.1 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee)***

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

### ***15.2 Nobody else has any rights under this contract***

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

### ***15.3 If a court finds part of this contract illegal, the rest will continue in force***

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

***15.4 Even if we delay in enforcing this contract, we can still enforce it later***

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.

***15.5 Which laws apply to this contract and where you may bring legal proceedings***

These terms are governed by English law and you can only bring legal proceedings in respect of the goods in the English courts.