
WHISPER AND ECHO | WEBSITE TERMS OF SALE

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us to consumers through this website, www.whisperandecho.co.uk ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms of Sale when ordering Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Goods through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase and sale of Goods, as explained in Clause 7;
"Goods"	means the goods sold by Us through Our Site;
"Order"	means your order for Goods;
"Order Confirmation"	means our acceptance and confirmation of your Order;
"Order Number"	means the reference number for your Order; and
"We/Us/Our"	means Ventum Property Development Ltd. trading as Whisper and Echo, a company registered in England under 8713274, whose registered address is 21 Station Road, Holme, PE7 3PH, United Kingdom and whose main trading address is Unit 8 Slater Court, Eagle Business Park, Yaxley, PE7 3SE United Kingdom.

2. Information About Us

2.1 Our Site, www.whisperandecho.co.uk, is owned and operated by Ventum Property Development Ltd. trading as Whisper and Echo, a company registered in England under 8713274, whose registered address is 21 Station Road, Holme, PE7 3PH, United Kingdom and whose main trading address is 21 Station Road, Holme, PE7 3PH, United Kingdom. Our VAT number is 273 5787 62.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to our Website Terms of Use [Whisper and Echo Website Terms of](http://www.whisperandecho.co.uk)

[Use](#). Please ensure that you have read them carefully and that you understand them.

4. **Age Restrictions**

- 4.1 There are no age restrictions on who can purchase our goods, however given the nature of our products we would expect the age of purchaser to be over 18 years of age.

5. **Non UK Mainland and International Customers**

Please note, We currently only deliver to customers living in mainland United Kingdom. We can accept orders from customers outside mainland United Kingdom, however we are currently unable to deliver to those areas ourselves and cost will be dependant on the third party we select for delivery. If you wish to arrange alternative delivery for an item, please contact us directly using email address sales@whisperandecho.co.uk or via our Contact page on the website.

6. **Goods, Pricing and Availability**

- 6.1 We make all reasonable efforts to ensure that descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:
- 6.1.1 Images of Goods are for illustrative purposes only. We do our best to show our products from all angles. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays and lighting conditions;
 - 6.1.2 A majority of the Goods sold on Our Site are antique, vintage, restored antique and vintage products, products made from reclaimed material and will therefore have imperfections. For restored products, we endeavour to keep as much of the original piece as we can. The nature of the Goods sold mean that imperfections are unavoidable, however the utmost care is taken to produce items of a high standard.
- 6.2 Please note that sub-Clause 6.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 10 if you receive incorrect Goods.
- 6.3 We cannot guarantee that Goods will always be available. We do regularly check our stock levels to ensure what is shown on the website is up to date.
- 6.4 Minor changes may, from time to time, be made to certain Goods between your Order being placed and Us processing that Order and dispatching the Goods, for example, to reflect changes in relevant laws and regulatory requirements, or to address particular technical or security issues. Any such changes will not change any main characteristics of the Goods and will not normally affect your use of those Goods. However, if any change is made that would affect your use of the Goods, suitable information will be provided to you.
- 6.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any order that you have already placed (please note sub-Clause 6.8 regarding VAT, however).
- 6.6 All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this

case until you respond. If We do not receive a response from you within 5 business days, We will treat your Order as cancelled and notify you of this in writing.

- 6.7 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 6.8 All prices quoted on our site include Free Delivery, to ground floor only. Areas that are 130+ miles from our trading address will incur a charge to cover the cost of the extra mileage. It is you, the customers responsibility to let us know if you expect an item to be taken to another floor. Please let us know as soon as possible if an item is going up or down stairs, or if there is a lift. An extra charge may be applied for this service.
- 6.9 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 6.10 Orders that contain smaller items and/or accessories may be sent using a third party e.g. Royal Mail, ParcelForce, Evri etc.

7. Orders – How Contracts Are Formed

- 7.1 Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
- 7.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the Contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding Contract between Us and you.
- 7.4 Order Confirmations shall contain the following information:
 - 7.4.1 Your Order Number;
 - 7.4.2 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
 - 7.4.3 Fully itemised pricing for the Goods ordered including, where appropriate, taxes and other additional charges e.g. extra delivery charge;
- 7.5 In the unlikely event that We do not accept or cannot fulfil your Order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 5 business days.
- 7.6 Any refunds due under this Clause 7 will be made using the same payment method that you used when ordering the Goods.

8. Payment

- 8.1 Payment for Goods and related delivery charges must always be made in advance and you

will be prompted to pay during the order process. We accept the following methods of payment on Our Site:

- 8.1.1 Stripe (primary payment method)
- 8.1.2 PayPal (used for raising invoices)
- 8.1.3 PayPal Express (used for raising invoices)

9. **Delivery, Risk and Ownership**

- 9.1 All Goods purchased through Our Site will normally be delivered within 30 calendar days after the date of Our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of Our control, for which see Clause 13).
- 9.2 If you are not present and We are unable to deliver the Goods on the delivery date, the following will apply:
 - 9.2.1 If no one is available at your delivery address to receive the Goods, We will send you an email message explaining how to rearrange delivery, or you can collect the Goods at our trading address.
 - 9.2.2 If you do not collect the Goods at our trading address or rearrange delivery within 10 business days, We will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery or collection, We will treat the Contract as cancelled. If this happens, you will be refunded the purchase price of the Goods, minus a restocking fee of £50 and where applicable, original delivery costs. If you request for us to redeliver you will incur a delivery charge for this.
- 9.3 We strongly recommend that all access points and turns are measured before purchasing a piece. You, the customer, are responsible for ensuring that all access points are measured and have checked that the furniture being delivered fits the space into which it was intended. We bear no responsibility for errors of judgement, or if a piece of furniture does not pass a certain point within the property. If the order has been cancelled pre delivery, a full refund will be given. If an attempt has been made to deliver an item and it does not fit, you will be responsible for the cost of the return of the item. Please note, a two person delivery team will always cost more than one person. Once the piece has been returned, undamaged and in the condition it was sent, a £50 restocking fee will be deducted from the total paid and where applicable, the refund will not include the original delivery charge.
- 9.4 In the unlikely event that We fail to deliver the Goods within 30 calendar days of Our Order Confirmation (or as otherwise agreed or specified as under sub-Clause 9.1), if any of the following apply you may treat the Contract as being at an end immediately:
 - 9.4.1 We have refused to deliver your Goods; or
 - 9.4.2 In light of all relevant circumstances, delivery within that time period was essential; or
 - 9.4.3 You told Us when ordering the Goods that delivery within that time period was essential.
- 9.5 If you do not wish to cancel under sub-Clause 9.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then treat the Contract as being at an end.
- 9.6 You may cancel all or part of your Order under sub-Clauses 9.3 or 9.4 provided that separating the Goods in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Goods and where applicable, their delivery, will be refunded to you within 10 business days, so long as the Goods have not already been delivered. Please note

that if any cancelled Goods have already been delivered to you, a £50 restocking fee will be deducted from the total paid and where applicable, the refund will not include the original delivery charge. Also, you must return the Goods to Us, undamaged, packaged where appropriate, or arrange with Us for their collection. In this instance, you will bear the cost of returning the cancelled Goods or collection of Goods.

- 9.7 Delivery shall be deemed complete and the responsibility for the Goods will pass to you once We have delivered the Goods to the address including, where relevant, any alternative address you have provided.
- 9.8 Any refunds due under this Clause 9 will be made using the same payment method that you used when ordering the Goods.

10. **Faulty, Damaged or Incorrect Goods**

- 10.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). Please refer to Clause 6.1.2 which highlights the fact our products are majority antique, vintage or made from reclaimed goods and therefore do carry imperfections.

If any Goods you have purchased do not comply, have been damaged in transit, or if you receive incorrect (or incorrectly priced) Goods, please contact Us at sales@whisperandecho.co.uk as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement. Your available remedies will be as follows:

- 10.1.1 From the date of purchase, you have the right to reject the Goods within 30 calendar days and to receive a full refund if they do not conform as stated above.
- 10.1.2 If you do not wish to reject the Goods, or if the 30 calendar day rejection period has expired, We have the right to offer you a repair of the Goods or a replacement of similar value. We will bear any associated costs and will carry out the repair or replacement within a reasonable time. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.
- 10.1.3 If, after a repair or replacement, the Goods still do not conform, you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
- 10.1.4 If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We have the right to reduce any refund to reflect the use that you have had out of the Goods.
- 10.1.5 Within a period of six years after you have received the Goods (and ownership of them), if the Goods do not last a reasonable length of time, you may be entitled to a partial refund. Please be aware that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.
- 10.2 Please note that you will not be eligible to claim under this Clause 10 if We informed you of the fault(s), damage or other problems with the Goods before you purchased them, including the terms covered in Clause 6.1.2 (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. If you are a consumer in the European Union you have a legal right to a 14 calendar day cooling-off period, within which you can return Goods for this reason, however you will be liable for the cost of return and the refund will not include the original delivery

charge.

- 10.3 To return Goods to Us for any reason under this Clause 10, please contact Us at sales@whisperandecho.co.uk to arrange for a collection or return. We will be fully responsible for the costs of returning Goods under this Clause 10. Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 10.4 Any and all refunds issued under this Clause 10 will include all delivery costs paid by you when the Goods were originally purchased.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that you used when ordering the Goods.

11. Cancelling and Returning Goods if You Change Your Mind

- 11.1 If you are a consumer in the European Union, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once your Order is complete and We have sent you your Order Confirmation, i.e. when the Contract between you and Us is formed. You may also cancel for any reason before We send the Order Confirmation.
 - 11.1.1 If the Goods are being delivered to you in a single instalment (whether single or multiple items), the legal cooling-off period ends 14 calendar days after the day on which you receive the Goods.
 - 11.1.2 If the Goods are being delivered in separate instalments on separate days, the legal cooling-off period ends 14 calendar days after the day on which you receive the final instalment of Goods.
- 11.2 If you wish to exercise your right to cancel under this Clause 11, you must inform Us of your decision within the cooling-off period. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:
 - 11.2.1 Email: sales@whisperandecho.co.uk;
 - 11.2.2 Post: 21 Station Road, Holme, PE7 3PH;In each case, providing Us with your name, address, email address, telephone number, and Order Number.
- 11.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 11.4 Please note that you may lose your legal right to cancel under this Clause 11 in the following circumstances:
 - 11.4.1 If the Goods have been damaged in your possession;
 - 11.4.2 If the Goods have been personalised or custom-made for you;
 - 11.4.3 If the Goods have been inseparably mixed with other items (according to their nature) after you have received them.
- 11.5 Please ensure that you return Goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel under this Clause 11. You will be responsible for the cost of returning the Goods.
- 11.6 You may request that We collect the Goods from you. If agreed, please ensure that the Goods are packaged well, ideally in the original packaging, undamaged and ready for collection, at

the agreed time and location. You will be responsible for the cost of collecting the Goods.

- 11.7 You may return Goods to Us in person during Our business hours of 9 am – 5pm, Monday to Friday, or you may return them by post or another suitable delivery service of your choice to Our returns address at 21 Station Road, Holme, PE7 3PH. Please contact Us at sales@whisperandecho.co.uk to arrange for a collection and return. For smaller items, the cost of returning Goods to Us should not normally exceed the cost of having them originally delivered to you if you use the same carrier.
- 11.8 Refunds under this Clause 11 will be issued to you within 14 calendar days of the following:
- 11.8.1 The day on which We receive the Goods back; or
 - 11.8.2 If We are collecting the Goods under sub-Clause 11.7, the day after which the Goods have been collected; or
 - 11.8.3 If We have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.
- 11.9 Refunds may be reduced for diminished value in the Goods resulting from excessive handling of them (e.g. no more than would be permitted in a shop) or damage in transit. Please note, we will not issue a refund before the Goods have been returned and we have a chance to inspect them.
- 11.10 Once the Goods have been returned, undamaged and in the condition they were sent, a £50 restocking fee will be deducted from the total paid and where applicable, the refund will not include the original delivery charge.
- 11.11 Refunds under this Clause 11 will be made using the same payment method that you used when ordering the Goods.

12. Our Liability to Consumers

- 12.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 12.2 We only supply goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 12.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 12.4 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

13. Events Outside of Our Control (Force Majeure)

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood,

storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

13.2.1 We will inform you as soon as is reasonably possible;

13.2.2 We will take all reasonable steps to minimise the delay;

13.2.3 To the extent that we cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

13.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

13.2.5 If the event outside of Our control continues for more than 30 calendar days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 calendar days of the date on which the Contract is cancelled;

13.2.6 If an event outside of Our control and you wish to cancel the Contract as a result, please contact Us directly, using the following details:

Email: sales@whisperandecho.co.uk;

Post: 21 Station Road, Holme, PE7 3PH

In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 calendar days of the date on which the Contract is cancelled.

14. Communication and Contact Details

14.1 If you wish to contact Us with general questions or complaints, you may contact Us by email at sales@whisperandecho.co.uk, or by post at 21 Station Road, Holme, PE7 3PH.

14.2 For matters relating the Goods or your Order, please contact by email at sales@whisperandecho.co.uk, or by post at 21 Station Road, Holme, PE7 3PH.

14.3 For matters relating to cancellations, please contact Us by email at sales@whisperandecho.co.uk, or by post at 21 Station Road, Holme, PE7 3PH.

15. Complaints and Feedback

15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

15.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

15.2.1 In writing, addressed to Whisper and Echo Sales Team, 21 Station Road, Holme, PE7 3PH.

15.2.2 By email, addressed to Whisper and Echo Sales Team at sales@whisperandecho.co.uk;

16. How We Use Your Personal Information (Data Protection)

- 16.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 16.2 We may use your personal information to:
 - 16.2.1 Provide Our Goods and services to you;
 - 16.2.2 Process your Order (including payment) for the Goods; and
 - 16.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.
- 16.3 We will not pass on your personal information to any third parties.

17. Other Important Terms

- 17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 17.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 17.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and we will arrange for a full refund (not including delivery charges) which will be paid within 10 business days of your cancellation.

18. Law and Jurisdiction

- 18.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 18.2 If you are a consumer, any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 18.3 If you are a business, any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.