

TERMS AND CONDITIONS

This page explains the terms and conditions on which we supply any of the goods or products (Products) and services (Services) listed on our website to you. Please read these terms and conditions carefully and make sure that you understand them before ordering any Products or Services. By ordering any of our Products or Services, you agree to be bound by these terms and conditions.

1 Information about us

We, House of West African Prints, Nairobi, operate the website <https://westafricanprint.com> (our site).

2 How the contract is formed between you and us.

2.1 After placing an order, you will receive online notification from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product or Service. All orders are subject to acceptance by us. The contract between us (Contract) will only be formed when you receive the Products and/or Services (as applicable).

2.2 In the case of Products, the Contract will relate only to those Products which you receive. A contract for any other Products which may have been part of your order will be formed when you receive those other Products.

2.3 In the case of Services, these will be governed by the relevant terms and conditions applicable to the service, which will be available on the site to which your service relates – please check these terms and conditions before proceeding with your order.

3 Your status

3.1 By placing an order through our site, you warrant that:

3.1.1 you are legally capable of entering into binding contracts.

3.1.2 you are at least 18 years old; and

3.1.3 that you are not resident in a county where making a payment to our site, in line with these terms and conditions would breach any laws in that county.

4 Warranty

We warrant to you that any Product purchased from us through our site will, on delivery, conform with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied. All other warranties, conditions or terms relating to fitness for purpose, merchantability, or condition are excluded in so far as permitted by law.

5 Cancellation rights

5.1 All orders, once placed and paid for, are non-refundable.

5.2. We will accommodate an exchange of products with another of the same price if requested within 24 hours from the time the good is delivered and received, however, any additional delivery fee will be at the cost of the buyer.

5.2 You will not have any right to cancel a Contract for the supply of any made-to-measure or personalized products.

6 Price

6.1 The price of the Products, Services and our delivery charges will be as quoted on our site, except in cases of obvious error.

6.2 Product and Service prices include VAT, where applicable. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products or Services in full before the change in VAT takes effect.

7 Exchange of product

7.1 If a request for an exchange of products is placed in accordance with paragraph 6 above, then we will review the case and agree with the customer a new delivery time and payment modalities if applicable.

8 How we use your information.

Please note that your information will at no time be shared on any affiliate site or other platforms that we manage. We take necessary precautions to ensure the security of all transactions on our site.

9 Our liability to a consumer

9.1 If we fail to comply with these terms and conditions, we are responsible for the loss or damage you suffer that is a foreseeable result of our breach of the terms and conditions or our negligence. Loss or damage is foreseeable if it was an obvious consequence of our breach, or it was otherwise contemplated by you and us at the time we entered into the relevant Contract.

10 Law and jurisdiction

These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Kenya laws.