

# Terms and Conditions

These terms and conditions govern your use of our website. Please read these terms in full before you use this website. If you do not accept these terms and conditions, please do not use this website. Your continued use of this website confirms your acceptance of these terms.

## Website access

1.1 It is not necessary to register with us in order to use most parts of this website. However, particular areas of this website will only be accessible if you have registered.

## Use of website

1.2 This website may be used for your own private purposes and in accordance with these terms and conditions.

1.3 You may print and download material from this website provided that you do not modify or reproduce any content without our prior written consent.

## Website uptime

1.4 All reasonable measures are taken by us to ensure that this website is operational all day, every day. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.

1.5 Where possible we always try to give advance warning of maintenance issues that may result in website down time but we shall not be obliged to provide such notice.

## Visitor provided material

1.6 Any material that a visitor to this website sends or posts to this website shall be considered non-proprietary and non confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, with the exception of personal information, the use of which is covered under our Privacy Policy.

1.7 When using this website you shall not post or send to or from this website any material:

(a) for which you have not obtained all necessary consents;

(b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;

(c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

1.8 We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of Paragraph 1.7.

## Links to and from other websites

1.9 Throughout this website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this website you do so at your own risk.

1.10 Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

(a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;

(b) you do not misrepresent your relationship with this website; and

(c) the website from which you link to this website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

**1.11** By linking to this website in breach of clause 1.10 you shall indemnify us for any loss or damage suffered to this website as a result of such linking.

## **Disclaimer**

**1.12** Whilst we do take all reasonable steps to make sure that the information on this website is up to date and accurate at all times we do not guarantee that all material is accurate and, or up to date.

**1.13** All material contained on this website is provided without any or warranty of any kind. You use the material on this website at your own discretion.

## **Exclusion of liability**

**1.14** We do not accept liability for any loss or damage that you suffer as a result of using this website.

**1.15** Nothing in these terms and conditions shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

## **Shipping**

**1.16** Most orders placed on a working weekday before 2:00 PM will be dispatched the same day, after this time they will be dispatched the next working day. Most orders will require a signature on delivery. Items requiring personalisation may be delayed by a day.

If standard delivery is selected, then delivery will normally be attempted within 5 working days (often in 2 days) to most UK destinations. An upgrade to first class delivery may be available for some items. For first class, a delivery attempt will usually be made 1 to 2 days after dispatch. These timescales are not guaranteed. For guaranteed next working day delivery attempt, please select the Faster delivery option.

Faster UK delivery options are available at extra cost. If Faster Delivery is selected then this will be attempted the next working day after dispatch to most UK mainland destinations. A signature will be required. Please make sure that someone is in to sign for the delivery. If a courier is unable to obtain a signature, a card will be left with instructions on how to rearrange the delivery. A further attempt may be made the next day, depending on the courier. We usually use Royal Mail Special Delivery, but may use UPS, DPD or another courier, depending on size and weight of the parcel.

For UK destinations, we currently use Royal Mail. Orders over just £25 qualify for free standard delivery. For orders under £25, standard delivery is £1.99. For faster delivery, the charge is £7.50 and will be sent by Royal Mail Special Delivery. We may use Parcelforce or UPS for packages too large or heavy for Royal Mail.

We are able to ship to some EU countries. We will use a courier where a signature will be required, e.g. UPS. Delivery should be attempted within 7 days after dispatch, depending on the destination. The delivery cost varies, but can be seen in the basket.

Some companies offer free delivery on all items, but add the cost into the item price. We think this is unfair as, if you buy two or more items, you are essentially paying twice for delivery, so small orders are charged £1.99. With orders over £25, we can absorb the cost of standard delivery.

## **Payments**

**1.17** We accept PayPal or credit and debit card payments through Sage Pay, an industry leading secure payment gateway. The whole site is protected by Comodo Secure SSL (check that the web address starts with https: rather than http: and a padlock is shown) to protect your data. For your and our security, all card transactions will be verified using 3D secure (Verified by Visa, MasterCard secure code or Amex SafeKey) Please ensure that your card is registered with your bank for this. This ensures that stolen or cloned cards cannot be used on this website. In addition, the address that your card is registered to is checked. Please use an address registered with your card account when you register as a customer or in the checkout. A different address for delivery can be added. The payment systems are fully PCI DSS compliant (Payment Card Industry Data Security Standard. More details at <https://www.pcisecuritystandards.org> ). We do not store card information in any format. Our Privacy Policy has more information.

**1.18** Priced shown include VAT, Where the destination is VAT free (e.g. Channel Islands) the VAT should be deducted in the checkout, once the details are completed.

## **Cancellations, returns and refunds**

**1.19** Subject to the exclusions in 1.24, customers have the right to cancel their order under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations.

**1.20** Your right to cancel an order for goods starts the moment you place your order and ends 14 days from the day you receive your goods. Please return within 14 days of your notice of cancelling the order, complete with all the manufacturers packaging, tags, instructions and in a resalable condition.

**1.21** To meet the cancellation deadline, please notify us via email, contact us page or phone about cancelling the order before the cancellation period has expired.

**1.22** Once you are in possession of the goods you are under duty to retain them and take reasonable care of them. You are responsible for safe return of the order and costs (unless we delivered the item to you in error or the item is damaged or defective). We reserve the right to deduct an amount up to 100% of the original price for items returned which are reduced in value due to damage, missing parts, etc. whilst in your care.

**1.23** We reserve the right to make a charge not exceeding our direct costs of recovering the goods if you do not return the goods or return them at our expense.

**1.24** Once you have notified us that you wish to cancel the order, any sum debited to us will be refunded to you as soon as possible and in any event within 14 days of your cancellation.

**1.25** The following are excluded from your right to cancel:

- (a) items that are made to the customer's specification or are clearly personalised, or are modified in any way after delivery.
- (b) goods that are liable to deteriorate or expire rapidly - such as a delivery of fresh flowers or food.
- (c) goods or services where prices are dependent upon fluctuations in the financial markets, which are beyond the control of the retailer.
- (d) unsealed goods that are not suitable for return, due to health protection or hygiene reasons, e.g earrings for pierced ears.
- (e) unsealed audio, video recordings or computer software that were sealed at the time of delivery.
- (f) newspapers, periodicals or magazines.
- (g) goods that are combined with other goods after delivery so that they become inseparable.

## **Law and jurisdiction**

These terms and conditions are governed by English law. Any dispute arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Courts of England and Wales

