

TERMS AND CONDITIONS OF SALE

OF

www.cdfgiftshop.org.uk

1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means County Durham Foundation of Jordan House, Forster Business Centre, Finchale Road, Durham, DH1 5HL that owns and operates www.cdfgiftshop.org.uk;
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller;
- 1.7 "Website" means www.cdfgiftshop.org.uk.

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Any complaints should be addressed to the Seller's address stated in clause 1.5.

3 ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 30 days.
- 3.3 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in the Order Process/How Does This Work? section within the website.
- 3.4 For companies and orders over 50 cards: once your order has been confirmed you will be asked to approve a pdf proof of your cards. Once we have received confirmation of your approval your

order can no longer be cancelled or returned, unless the goods received on delivery are damaged.

4 PRICE AND PAYMENT

- 4.1 The price of the Goods shall be that stipulated on the Website. The price is inclusive of VAT. The price includes delivery charges. However, we reserve the right to charge extra for postage of additional postage costs are incurred e.g. postage outside the UK.
- 4.2 The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.
- 4.3 Customers must pay the minimum donation amount and card production costs, if either of these are removed during the checkout process the order will be invalid. In this instance any payments made will be refunded to the customer.
- 4.4 After the order is received the Seller shall confirm by email the details, description and price for the Goods together with information on the right to cancel.
- 4.5 Payment of the price plus VAT and delivery charges must be made in full before dispatch of the Goods.

5 RIGHTS OF SELLER

- 5.1 The Seller reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Seller shall make every effort to ensure prices are correct at the point at which the Buyer places an order.
- 5.2 The Seller reserves the right to withdraw any goods from the Website at any time.
- 5.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

6 AGE OF CONSENT

- 6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.
- 6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

7 WARRANTY

The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

8 DELIVERY

- 8.1 Goods supplied within the UK will normally be dispatched within 14 days of the date given in the order confirmation.

- 8.2 Goods will not normally be supplied outside the UK, however if they are these goods will be dispatched within 14 days of the date given in the order confirmation.
- 8.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.
- 8.4 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.
- 8.5 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 8.6 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

9 CANCELLATION AND RETURN

- 9.1 Once an order has been confirmed the buyer will have 48 hours to contact the seller and cancel the order.
- 9.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller by email (giftshop@countydurhamfoundation.co.uk) or telephone (0191 3830055) within 7 working days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.
- 9.2 Where a claim of defect or damage is made the Goods shall be returned by the Buyer to the Seller. The Buyer shall be entitled to a full refund (including delivery costs) plus any return postal charges if the Goods are in fact defective.
- 9.3 If you are a consumer you have the right, in addition to your other rights, to cancel the Contract and receive a refund by informing the Seller by email (giftshop@countydurhamfoundation.co.uk) or telephone (0191 3830055) within 7 working days of receipt of the Goods.
- 9.4 In the event of cancellation, the Seller shall be responsible for the recovery of the Goods from the Buyer and the Seller shall inform the Buyer within 21 days of cancellation of the date when the Seller will collect the Goods. The Buyer will be under a duty to take care of the Goods until they have been recovered. The Buyer will receive a refund of all monies paid for the Goods (including delivery charges, if any) within 30 days of cancellation.
- 9.5 Goods to be returned must clearly show the order number obtained from the Seller on the package.
- 9.6 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

10 LIMITATION OF LIABILITY

- 10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.
- 10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

11 WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

12 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

14 CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

15 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.