

## Website terms and conditions of sale

**Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.**

### Summary of some of your key rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

#### Right to cancel - goods

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

#### Right to cancel - digital content

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that you have a 14 day right to change your mind and get a full refund on your digital content. You do not have this right to cancel once a download has started provided you have been told this and have acknowledged this.

#### Right to cancel - services

The Consumer Contracts Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the service will start within this time you may be charged for what you've used.

#### Your Consumer Rights - goods

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

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

#### Your Consumer Rights - digital content

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement;
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some, or all of your money back;
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

#### Your Consumer Rights - services

The Consumer Rights Act 2015 says that:

- You can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- *We, us or our*

means Kelly Lowe

References to us in these Terms also includes any group companies which we may have from time to time.

- *Our site or our website*

refers to the any site on which these terms and conditions are displayed, including, but not limited to the following websites:

[www.elephantinthebloom.org](http://www.elephantinthebloom.org)

- *You or your*

means the person accessing or using our site to make purchases from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- e-mail: [elephantinthebloom2020@gmail.com](mailto:elephantinthebloom2020@gmail.com)

## **Who we are**

We are a company registered in England and Wales with company registration number and our registered office is at:

Crystal house, Dinan Way, Exmouth, EX8 5PZ

The details of this contract will not be filed with any relevant authority by us.

## **Terms and Conditions of Sale**

### **A Introduction**

1 These terms and conditions apply to any sale of goods, services or digital content on our site. If you buy goods, services or digital content on our site you agree to be

legally bound by this contract and the terms and conditions contained herein.

2 This contract is only available in English. No other languages are available for this contract.

3 When buying any goods, services or digital content on our site you also agree to be bound by:

- (a) our terms and conditions of use and any documents referred to therein
- (b) specific terms which apply to certain goods, services or digital content. If you want to see these specific terms, please visit the relevant webpage for the goods, services or digital content.

All these documents form part of this contract as though set out in full here.

## **B Information we give you**

1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

- (a) read the Confirmation email that will be sent to you when you have ordered goods, services or digital content (see clause below)
- (b) login to your account on our site and view the information in your order history, or
- (c) contact us using the contact details at the top of this page

2 The key information we give you by law forms part of this contract (as though it is set out in full here).

3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

## **C Ordering from us**

1 Here we set out how a legally binding contract between you and us is made.

2 You place an order on our site by doing the following:

- Adding products to basket and completing order by pressing the pay now.
- Booking and paying for events and services

3 Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

4 Before you place any order for digital content you must check that the hardware and software requirements of your computer or device mean that you can download the digital content. If required please contact us for assistance.

5 When you place your order at the end of the online checkout process (eg when you confirm payment), we will acknowledge it by Email. This acknowledgement does not, however, mean that your order has been accepted.

6 We may contact you to say that we do not accept your order. This is typically for the following reasons:

- (a) the goods, services or digital content are unavailable;
- (b) we cannot authorise your payment;
- (c) you are not allowed to buy the goods, services or digital content from us;
- (d) we are not allowed to sell the goods, services or digital content to you;
- (e) you have ordered too many goods; or
- (f) there has been a mistake on the pricing or description of the goods, services or digital content.

7 We will only accept your order when we send you an Email to confirm this (Confirmation Email ). At this point:

- (a) a legally binding contract will be in place between you and us; and
- (b) your order will be fulfilled and your content will be automatically downloaded.

8 If you are under the age of 18 you may buy any goods, services or digital content from our site. However, in some cases you may not be able to buy certain goods, services or digital content because you are too young. If so this will be set out on the relevant webpage for the goods, services or digital content concerned.

### **D Right to cancel this contract - Non-business customers**

1 If you are buying from our site for business purposes, this section does not apply. Instead, please see the section below entitled "Right to cancel this contract - business customers".

2 If you are buying goods, services or digital content from our site for non-business

purposes, you have the right to cancel this contract within 14 days without giving any reason.

3 The cancellation period will expire after 14 days from the day:

(a) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of any goods, in the case of a sales contract;

(b) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good purchased, in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately;

(c) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece of any purchased goods, in the case of a contract relating to delivery of a good consisting of multiple lots or pieces;

(d) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good purchased, in the case of a contract for regular delivery of goods during a defined period of time.

(e)

4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To:

Kelly Lowe

Crystal house, Dinan Way, Exmouth, EX8 5PZ

elephantinthebloom2020@gmail.com

I/We\* hereby give notice that I/We\* cancel my/our\* contract of sale of the following goods \*/the supply of the following service \*,

Ordered on \*/received on \*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

\* Delete as appropriate

5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## **E No right to cancel this contract once downloading of any purchased digital content starts**

When you buy the digital content:

- (i) you have no right to cancel this contract once the downloading of it starts
- (ii) you must read the following statement (which will be presented to you), agree to it, and tick the relevant box when buying the digital content: 'I hereby consent to immediate performance of this contract when clicking on the 'pay now' button and acknowledge that I will lose my right of withdrawal from the contract once the automatic download of the digital content has begun'.

## **F Payment and right to cancel if performance of services requested to commence before expiry of 14 day cancellation period**

1. If you request us to begin the performance of services during the 14-day cancellation period referred to above in the clause entitled "Right to cancel this contract - Non-business customers", you shall pay us an amount which is in proportion to what has been performed until the date when you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.
2. You will lose the right to cancel this contract if the services have been fully performed at your express request within the cancellation period (in which case we will ask you to confirm that you understand you will lose your right to cancel).

## **G Effects of cancellation - Non-business customers**

- 1 If you cancel this contract (in accordance with the section above entitled 'right to cancel this contract - non-business customers'), we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 3 We will make the reimbursement without undue delay, and not later than:
  - (i) 14 days after the day we received back from you any goods supplied; or
  - (ii) (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
  - (iii) if there were no goods supplied, 14 days after the day on which we are

informed about your decision to cancel this contract.

4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5 If you have received goods:

(a) you shall, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us, send back the goods or hand them over to us

(b) The deadline is met if you send back the goods before the period of 14 days has expired.

(c) you will have to bear the direct cost of returning the goods

(d) you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **H Download of digital content**

1 Once you have paid for your order and received the Confirmation email the digital content will download automatically.

2 We may deliver your digital content in instalments. If you have any queries as to whether this is the case please consult the information provided at the time of purchase or contact us for further information.

3 If something happens which:

3.1 is outside of our control; and

3.2 affects you being able to download the digital content;

we we will make the digital content available for download as soon as we can. If your computer or device blocks the automatic download of the digital content or the automatic download does not start, you may still have the right to cancel the contract.

## **I Permission to use digital content**

1 When you buy any digital content and download it, you will not own it. Instead we give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to this contract.

## 2 The digital content:

2.1 is personal to you. You can use it wherever you want in the world but only if you comply with local laws

2.2 is non-exclusive to you. We may supply the same or similar digital content to other users

2.3 may be used only on 1 computer or device

2.4 may not be:

(a) copied by you except for a reasonable number of necessary back-ups

(b) changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law)

(c) combined or merged with, or used in, any other computer program

(d) distributed or sold by you to any third party

2.5 contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings

3 except where you have permission to use the digital content under this clause, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.

## **J Delivery of goods**

1 The estimated date and time window for delivery of the goods is set out in the Confirmation Email.

2 If something happens which:

(i) is outside of our control; and

(ii) affects the estimated date of delivery;

we will let you have a revised estimated date for delivery of the goods.

3 Delivery of the goods will take place when we deliver them to the address that you gave to us.

4 We may be unable to deliver the goods if we are unable to properly identify you. Please be prepared to provide a form of ID (passport or photocard driving licence) on delivery of goods.

5 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

- (i) let you know;
- (ii) cancel your order; and
- (iii) give you a refund.

6 If nobody is available to take delivery, please contact us using the contact details at the top of this page.

7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

8 We do not make deliveries to any addresses outside of the UK.

9 We may deliver your goods in instalments. If you want to see whether your goods may be delivered in this way, click on the check the delivery details during the online checkout process.

## **K Performance of Services**

1 Where possible we will offer the opportunity to confirm the time and date for performance of services purchased during the confirmation process and prior to the purchase of the services.

2 In other cases we may offer you with the opportunity to book the time and date for performance of services following the purchase of those services.

3 In all cases we will seek to perform the services purchased within a reasonable time and without causing you significant inconvenience.

4 Please note that where performance is requested or confirmed to commence within 14 days of purchase the above clause entitled "Payment and right to cancel if performance of services requested to commence before expiry of 14 day cancellation period" will be applicable."

5 If you have any questions as regards the time or date for performance of purchased services please contact us immediately.

## **L Payment**

1 We accept the following means of payment:

visa, mastercard and Paypal

2 We will do all that we reasonably can to ensure that all of the information you give us when paying for goods, services or digital content is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

3 Your credit card or debit card will only be charged when you confirm your order.

4 All payments by credit card or debit card need to be authorised by the relevant card issuer. From time to time we may also use extra security steps via Verified by Visa, Mastercard®SecureCode™ or equivalent services.

5 If your payment is not received by us and you have already received any goods, you:

(i) must pay for such goods within 30 days; or

(ii) must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.

6 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

7 Nothing in this clause affects your legal rights to cancel the contract during any applicable 'cooling off' period detailed under the Clauses entitled 'Right to Cancel this Contract - Non-business customers' and 'Effects of Cancellation - Non-business customers' above.

8 The price of the goods, services or digital content:

(i) is in pounds sterling (£)(GBP);

(ii) includes VAT at the applicable rate; and

(iii) does not include the cost of:

- delivering the goods (delivery options and costs will be provided before you place your order)

- any carrier bags (which cost a minimum of 5p) each).

## **M Nature of goods**

1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

- (i) are of satisfactory quality;
- (ii) are fit for purpose;
- (iii) match the description, sample or model; and
- (iv) are installed properly (if we install any goods).

2 We must provide you with goods that comply with your legal rights.

3 The packaging of the goods may be different from that shown on our site.

4 While we try to make sure that:

- (i) all weights, sizes and measurements set out on our site are as accurate as possible, there may be a small tolerance of up to 1% in such weights, sizes and measurements; and
- (ii) the colours of our goods are displayed accurately on our site, the actual colours that you see on your computer may vary depending on the monitor that you use.

5 Any goods sold:

- (i) at discount prices;
- (ii) as remnants; or
- (iii) as substandard;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

6 If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:

- (i) we will let you know if we intend to do this but this may not always be possible; and
- (ii) you can refuse to accept such substitutes, in which case we will offer you a

refund or a replacement and let you know how long such an offer remains open for.

## **N Nature of digital content**

1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that the digital content:

1.1 is of satisfactory quality;

1.2 is fit for purpose; and

1.3 matches its description.

2 We must provide you with digital content that complies with your legal rights.

3 When we supply the digital content:

3.1 we will use all reasonable efforts to ensure that it is free from defects; viruses and other malicious content

3.2 we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our website; and

3.3 you acknowledge that there may be minor errors or bugs in it.

## **O Nature of services**

1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that any services purchased are performed by us with reasonable care and skill.

2 We must provide you with services that comply with your legal rights.

3 When we supply services:

3.1 we will use all reasonable care and skill in the performance of those services

3.2 where the price is not agreed beforehand we will provide the service for a reasonable price; and

3.3 we will perform the services within a reasonable time.

## **P Faulty goods or digital content/ Unsatisfactory Performance of Services**

1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory

rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:

- (a) contact us using the contact details at the top of this page; or
- (b) visit the Citizens Advice website [www.citizensadvice.uk](http://www.citizensadvice.uk) or call 03454 04 05 06.

2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

3 Please contact us using the contact details at the top of this page, if you want:

- (a) us to repair the goods or digital content;
- (b) us to replace the goods or digital content;
- c repeat performance of services purchased;
- (d) a price reduction; or
- (e) to reject the goods or digital content and get a refund.

4 To avoid faults happening with any digital content, you must:

- (i) install any fixes, updates, upgrades, new releases and new versions that are made available to you as soon as reasonably possible after we tell you that they are available to be downloaded;
- (ii) use it only on the recommended third party software and equipment set out in the guide to its use or on our website; and
- (iii) follow any other guidance given by us to you when undertaking the purchase, or contained within the Confirmation email.

## **Q End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **R Limit on our responsibility to non-business customers**

1 The provisions of this section shall apply to purchases made for non-business purposes only.

2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), in the case of purchases made for non-business purposes, we are not legally responsible for:

(a) losses that:

(i) were not foreseeable to you and us when the contract was formed; or

(ii) that were not caused by any breach on our part;

(b) business losses; and

(c) losses to non-consumers.

## **S Indemnity and insurance**

1 You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under this contract.

2 You shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover your obligations under this contract. On request, you shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

## **T Limitation of liability**

1 The extent of the parties' liability under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

2 Subject to the sub-clauses below (entitled 'Exceptions'), our total liability shall not exceed the sum of £100.

3 Subject to sub-clauses below (entitled 'Exceptions'), our shall not be liable for consequential, indirect or special losses.

4 Subject to sub-clauses below (entitled 'Exceptions'), our shall not be liable for any of the following (whether direct or indirect):

(i) loss of profit;

(ii) loss or corruption of data;

- (iii) loss of use;
- (iv) loss of production;
- (v) loss of contract;
- (vi) loss of opportunity;
- (vii) loss of savings, discount or rebate (whether actual or anticipated);
- (viii) harm to reputation or loss of goodwill.

### Exceptions

5 The limitations of liability set out above shall not apply in respect of any indemnities given by either party under this Contract.

6 Notwithstanding any other provision of this Contract, the liability of the parties shall not be limited in any way in respect of the following:

- (i) death or personal injury caused by negligence;
- (ii) fraud or fraudulent misrepresentation;
- (iii) any other losses which cannot be excluded or limited by applicable law;
- (iv) any losses caused by wilful misconduct.

### **U Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

### **V Disputes**

1 We will try to resolve any disputes with you quickly and efficiently.

2 If you are unhappy with:

- (i) the goods, services or digital content;
- (ii) our service to you; or
- (iii) any other matter;

please contact us as soon as possible.

3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

(a) let you know that we cannot settle the dispute with you; and

(b) consider the need for Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaint.

4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

5 The laws of England and Wales will apply to these Terms.