

ONLINE TERMS AND CONDITIONS VS- 8.8.18

These terms and conditions form the basis on which you can visit and use our website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by Bayliss & Booth, of Unit 10 Riverway, off Hurstake Road, Newport, Isle of Wight, Po30 5UU. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at info@baylissandbooth.co.uk or my calling (01983) 528600.

1. The contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched or collected. Only at this point is a legally binding contract created between us.

2. Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Bayliss & Booth. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

4. Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

5. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. Availability

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

7. Ordering errors

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

8. Price

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by e-mail, and offer to sell you the goods of the specification and description at the price stated in the e-mail and will state in the e-mail the period for which the offer or the price remains valid.

9. Payment terms

We will take payment upon receipt of your order from your credit or debit card, or via PayPal. We accept no liability if a delivery or collection is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further collections or deliveries to you. This does not affect any other rights we may have.

10. Online Delivery charges

Delivery charges see 11

11. Delivery

11.1 Our online shopping is offered as Click & Collect from our Store address. Should you require delivery we can confirm the costs upon enquiry, and if possible to your required location.

[11.2 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations.]

[11.3 Please note we will need to confirm we can arrange delivery to your required address and the cost.

11.4 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed and therefore time is not of the essence. In any event, we will aim to deliver your goods within 30 days from the day after the day we received your order. If delivery is delayed beyond this time, we will contact you and either agree a mutually acceptable alternative date, or offer you a full refund.

11.5 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

12. Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of collection or delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

13. Cancellation rights

13.1 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

- 13.2 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us in writing by any durable medium (for example letter sent by post, fax or e-mail).
- 13.3 You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order), newspapers or magazines or if you have taken any audio or video recording or computer software out of the sealed package in which it was delivered to you.
- 13.4 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
- 13.5 Once you have notified us that you are cancelling your contract, and we have received the goods back in acceptable resalable condition including original and intact packaging, we will aim to refund any sum debited by us from your credit or debit card, or via PayPal within 14 calendar days.
- 13.6 We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using or wearing the goods prior to cancellation).

14. Cancellation by us

- 14.1 We reserve the right not to process your order if:
- 14.1.1 we have insufficient stock to deliver the goods you have ordered;
 - 14.1.2 we do not deliver to your area; or
 - 14.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- 14.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, and aim to do so in 14 days.

15. Liability

- 15.1 Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than re-arrange delivery (in accordance with clause 11), we will provide you with a full refund.
- 15.2 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.
- 15.3 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.
- 15.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.
- 15.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Consumer Rights Act 2015) relating to faulty and/or misdescribed goods.

16. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Bayliss & Booth Unit 10 Riverway, off Hurstake Road, Newport, Isle of Wight PO30 5UU.

17. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

18. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

19. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

20. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

22. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

23. Data Policy

Our Data Policy is available to view online at www.baylissandbooth.co.uk

24. Privacy Policy

Our Privacy Policy is available to view online at www.baylissandbooth.co.uk

Cookies

We collect information directly from you in a number of ways. One way is through our use of "cookies". Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website - for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website and these types of cookies collect the information in an anonymous form.

Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit <http://www.allaboutcookies.org>.

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, telephone, fax or post. Our phone number is 01983 528600, or you can e-mail us on info@baylissandbooth.co.uk

Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by checking certain boxes on the forms we use to collect your data.

General

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to:

(C LAMBERT - BAYLISS & BOOTH - UNIT 10 RIVERWAY OFF HURSTAKE ROAD NEWPORT, IOW PO30 5UU)