



# Terms & Conditions of Sale

I am so delighted you have decided to place an order with us! Please read the following important terms and conditions before you buy anything on our website.

Summary of some of your key rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that I must give you certain key information before a legally binding contract between you and us is made (see below). I 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 my complaint handling policy.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your products, in most cases, you can change your mind and get a full refund – see the section on the 'Cooling Off Period' below.

The Consumer Rights Act 2015 says products 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 products are faulty, then you can get a refund;

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:

- 'I', 'me' or 'my' means Melissa Kate Maynard trading as Melissa Maynard Heritage; and
- 'You' or 'your' means the person using our site to buy products from us.

If you would like to talk to me about any aspect of this contract, please contact me by email at [melissakate@melissamaynardheritage.co.uk](mailto:melissakate@melissamaynardheritage.co.uk).

## **Introduction**

If you buy products on my site you agree to be legally bound by this contract. When buying any products you also agree to be legally bound by:

- my website terms and conditions and any documents referred to in them;
- specific terms which apply to certain products. If you want to see these specific terms, please visit the relevant webpage for the products.

The above documents form part of this contract as though set out in full here.

## **Your privacy and personal information**

Your privacy and personal information are important to me. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information I collect from you, how and why I collect, store, use and share such information, your rights in relation to your personal information and how to contact me and supervisory authorities if you have a query or complaint about the use of your personal information.

My full Privacy Policy is available on my website.

## **Ordering products from me**

Below, we set out how a legally binding contract between you and me is made.

You place an order on the site by filling in our order form and clicking on the 'submit' button. When you place your order at the end of the online checkout process by clicking on the 'submit' button, we will acknowledge it by email with a link for payment via iZettle. This acknowledgement does not mean that your order has been accepted, see below.

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

- the products are unavailable;
- we cannot authorise your payment; or
- there has been a mistake on the pricing or description of the products.

We will only accept your order when we email you to confirm this or deliver the products, whichever happens earlier. At this point a legally binding contract will be in place between you and us.

## **Right to cancel this contract.**

You have the right to cancel this contract within 14 days without giving any reason, except where digital products have been provided already. Where I supply products that can be downloaded then you do not have any right to cancel this contract once you have received the file(s).

The cancellation period will expire after 14 days from the day you receive the products.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear written statement (eg a letter sent by post or email).

To meet the cancellation deadline, you need to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the extra costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

If you have received products from us, you must return them in their original state and in their original packaging and when the products are delivered you should keep the packaging for this purpose.

I may make a deduction from the reimbursement for loss in value of any products supplied, if the loss is the result of unnecessary handling by you.

I will make the reimbursement without undue delay, and not later than:

- 14 days after the day we received back from you any products supplied; or
- (if earlier) 14 days after the day you provide evidence that you have returned the products; or
- if there were no products supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

I 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.

If you have received products:

- You shall send back the products to us at the address stated above, 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. The deadline is met if you send back the products before the period of 14 days has expired.
- You will have to bear the direct cost of returning the products.

For your own protection, please use a tracked postal method to return the products, as you are responsible for the products until the return is received by us.

You will be liable for any diminished value of the products resulting from handling them more than is necessary to establish the nature, characteristics and functioning of the products.

### **Delivery**

I only deliver our products to addresses in the UK.

I use Royal Mail or DPD to deliver our products.

The estimated date for delivery of the products is set out in our confirmation email.

If something happens which:

- is outside of my control; and
- affects the estimated date of delivery;

I will let you have a revised estimated date for delivery of the products.

Delivery of the products will take place when I deliver them to the address that you gave to us.

Unless you and I agree otherwise, if I cannot deliver your products within 30 days, I will:

- let you know;
- cancel your order; and
- give you a refund.
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You are responsible for the products when delivery has taken place. In other words, the risk in the products passes to you when you take possession of them.

I may deliver your products in instalments.

## **Payment**

I accept payment by iZettle or cheque (made payable to 'Mrs. M. K. Maynard').

I will do all that I reasonably can to ensure that all of the information you give me when paying for the products is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on my part, any failure by me to comply with this contract or my Privacy Policy or breach by me of my duties under applicable laws I 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 me.

The price of the products:

- excludes VAT; and
- does not include the cost of delivery;

## **Nature of the products**

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

- are of satisfactory quality;
- are fit for purpose;
- match the description, sample or model;

The packaging of the products may be different from that shown on the site.

While I try to make sure that:

- all weights, sizes and measurements set out on the site are as accurate as possible, there may be a small tolerance of up to 3% in such weights, sizes and measurements; and
- the colours of our products are displayed accurately on the site, the actual colours that you see on your computer, mobile phone or other device may vary depending on the monitor that you use.

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

- I will let you know if I intend to do this but this may not always be possible; and
- you can refuse to accept such substitutes, in which case I will offer you a refund or a replacement and let you know how long such an offer remains open for.

I may discontinue or modify products at any time without prior notice.

### **Faulty products**

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 suppliers of products, you can find out more from Citizens Advice on their website [www.citizensadvice.uk](http://www.citizensadvice.uk) or call them on 03454 04 05 06.

Nothing in this contract affects your legal rights under the Consumer Rights Act 2015. You may also have other rights under common law.

Please contact us using the contact details at the top of this page, if the products I supply are faulty and you wish to discuss with me the possibility of:

- me repairing the products;
- me replacing the products;
- a price reduction; or
- a refund.

### **End of the contract**

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

### **Limit on my responsibility to you**

Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, I am not legally responsible for:

- losses that:
  - were not foreseeable to us when the contract was formed; or
  - that were not caused by any breach on my part;
- business losses; and
- losses to non-consumers.

## **Entire Agreement**

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **Disputes**

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

If you are unhappy with:

- the products;
- my service to you; or
- any other matter;

please contact me as soon as possible.

If we cannot resolve a dispute using my internal complaint handling procedure, and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

The laws of England and Wales will apply to this contract.