

# TERMS AND CONDITIONS FOR THE SALE OF GOODS

Alex Hughes

These Terms set out our and your legal rights and obligations in relation to the Goods sold to you on this website. Please read them carefully and make sure you understand them before purchasing any Goods from us.

## Agreement

### Definitions and interpretation

1. In these Terms, the following definitions are used:

Contract	any agreement between the Seller and the Customer for the sale of the Goods;
Customer	you (the person who purchases the Goods from the Seller);
Order Confirmation	an email from the Seller to the Customer acknowledging that the order for the Goods has been accepted in accordance with these Terms;
Goods	the Goods that are being sold to the Customer on the Website;
Privacy Policy	the terms which set out how the Seller will deal with confidential and personal information received from the Customer via the Website;
Seller	the person or business who is selling the Goods known as Alex Hughes as identified in the clause below ( <b>Important Information about the Seller</b> );
Special Order Goods	Goods made to Specification as set out below;
Specification	any description or specification for the Goods, which is provided by the Customer and agreed in writing by the Seller;
Terms	the terms and conditions set out in this document, including any Website terms of use and the Privacy Policy and which apply to any Contract; and
Website	the Seller's website on which the Goods are advertised.

2. In these Terms, unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;
- b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of these Terms;
- c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. including is understood to mean including without limitation;
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and sub-headings do not form part of these Terms; and

g. "writing" or "written" in these Terms, will include e-mail unless otherwise stated.

### **Introduction**

3. Before placing an order, you will be asked to agree to these Terms. Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you refuse to accept these Terms, you will not be able to order any Goods from the Website.
4. These Terms and any Contract between the Seller and the Customer are only in the English language.

### **Use of the Website and personal information**

5. The use of the Website by the Customer is governed by the Terms, which apply to any Contract.
6. All personal information is retained and used strictly in accordance with the Privacy Policy.
7. The Seller may contact the Customer in connection with the Contract by using e-mail or other electronic communication methods and by pre-paid post and the Customer expressly agrees to this.

### **Important information about making a purchase**

8. When providing any information to the Seller, the Customer undertakes that all information provided via the Website is accurate, current and complete, and to notify the Seller of any changes which may mean that the information is inaccurate.
9. The Seller is authorised by the Customer to contact any third party agencies, including credit reference agencies, to verify the accuracy of information provided by the Customer where the Customer has failed to comply with a request for verification of information from the Seller.
10. A Customer may only purchase Goods from the Website if they are eligible to enter into a contract and are at least 18 years old.
11. The Seller accepts responsibility for statements and representations made by its duly authorised agents. It is the Customer's responsibility to check that they have identified and are referring to the correct version of the Terms which is current on the date upon which the order is placed via the Website.
12. Information and advice about a consumer's statutory rights in relation to Goods that are faulty or not as described, is available from a local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

### **How the order is processed**

13. The order process is set out on the Website. Each step allows the Customer to check and amend any errors before submitting the order. It is the Customer's responsibility to check that they have used the ordering process correctly.
14. After an order has been placed on the Website, the Customer will receive an e-mail acknowledging that the Seller has received the order (Order Confirmation). Once an order is placed, it becomes legally binding on the Customer. Submission of an order does not mean that the Seller has accepted the order for the Goods. If the Seller is unable to supply the Goods, for example because those Goods are not in stock or no longer available or because of an error in the price on the Website, the Seller will inform the Customer of this and will not process the order. If the Customer has already paid for the Goods, the Seller will refund the full amount as soon as possible.

15. It is the responsibility of the Customer to ensure that the Order Confirmation is complete and accurate correct and to inform the Seller immediately of any errors. The Seller is not responsible for any inaccuracies in the order placed by the Customer.

## **Delivery**

16. Timescales for delivery and delivery charges will vary depending on the availability of the Goods and the Customer's address. Estimated delivery timescales are set out on the Website. Whilst the Seller will use all reasonable endeavours to meet any delivery dates, all delivery dates are estimates and approximate only. The Seller cannot guarantee delivery dates and times and time shall not be of the essence for delivery of the Goods. It is the responsibility of the Customer to ensure that the Goods arrive prior to 24th December and other important dates.
17. Delivery will be completed when the Seller delivers the Goods to the address provided when the order was placed. The Goods will become the responsibility of the Customer from the completion of delivery.
18. The Seller may employ a reputable carrier to deliver the Goods. If the Customer is asked for a signature upon delivery, it is the responsibility of the Customer to examine the Goods before signing.
19. Occasionally, delivery to the Customer may be affected by circumstances beyond the control of the Seller. See the clause below (**Circumstances beyond the control of the Seller**) for the Seller's responsibilities when this happens.
20. The Customer does not own the Goods until the Seller has received payment in full.
21. If Goods from the Website are to be delivered outside the United Kingdom, the Customer will be responsible for:
  - a. ensuring that the address is in a country to which the Seller will carry out a delivery. The Customer must check on the Website for a list of the countries where delivery may take place; and
  - b. the payment of import duties and taxes which are applied when the delivery reaches that destination. The Seller has no control over these charges and cannot predict their amount. The Customer must contact their local customs office before placing an order; and
  - c. compliance with all applicable laws and regulations of the country for which the Goods are destined. The Seller will not be liable or responsible if the delivery is a breach of any local law or regulation.

## **Price and payment**

22. The price of the Goods will be as set out on the Website at the time that the Customer's order is placed. Prices for Goods may change from time to time, but changes will not affect any order that has been accepted by the Seller with an Order Confirmation.
23. The price of the Goods includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of the Order Confirmation and the date of delivery, the Customer must pay any increase, unless the Customer has already paid for the Goods before the change in the rate of VAT takes effect. The prices of Goods exclude delivery charges, details of which are shown on the Website from time to time under 'Delivery Charges' and which will be added to the total amount due for the Goods.
24. Payment for Goods and any delivery charges may be made by All major credit cards or debit cards. Payment must occur at the time that the Goods are ordered using the ordering procedure set out on the Website. Credit and debit cards will not be charged until the Goods are

dispatched.

### **The Goods**

25. All Goods shown on the Website are subject to availability. The Seller will inform the Customer by e-mail as soon as possible if the Goods ordered are not available and will not process the order if already made.
26. It is the Customer's responsibility to ensure that the order for Special Order Goods is based upon accurate information and the correct choice of Special Order Goods. Unfortunately, the Seller cannot accept the return of Special Order Goods, if the reason for the return is because the Customer has provided incorrect information or has made the wrong choice. However, this clause will not affect the Customer's statutory rights as a consumer in relation to Special Order Goods that are faulty or not as described.

### **Guarantees**

27. Where Goods provided by the Seller come with a manufacturer's guarantee, the details are set out in the manufacturer's guarantee provided with the Goods.
28. Any guarantee in this clause is in addition to the Customer's statutory rights in relation to the Goods that are faulty or not as described.

### **The Seller's liability**

29. If the Seller fails to comply with these Terms, the Seller is responsible for loss or damage suffered by the Customer that is a foreseeable result of the Seller's breach of the Terms or the Seller's negligence, but the Seller is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the breach or if the loss was contemplated by the parties at the time the order was accepted by the Seller.
  - a. If the Seller installs the Goods in the Customer's property, the Seller will make good any damage to the Customer's home, property, office, accommodation or other facilities caused by the Seller in the course of installation. However, the Seller is not responsible for the cost of repairing any pre-existing faults or damage to the Customer's property discovered in the course of installation.
  - b. The Seller supplies the Goods for domestic and private use. The Customer agrees not to use the Goods for any commercial, business or re-sale purpose, and the Seller has no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.
30. The Seller does not exclude or limit in any way its liability for:
  - a. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
31. fraud or fraudulent misrepresentation;
  - a. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - b. breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and defective Goods under the Consumer Protection Act 1987.

### **Circumstances beyond the control of the Seller**

32. The Seller will not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from any cause that is beyond its reasonable control. In these circumstances:
- a. the Seller will contact the Customer as soon as reasonably possible to notify the Customer. The Seller's obligations under these Terms will be suspended and the time for performance of the Seller's obligations will be extended for the duration of the circumstances beyond its control. Where necessary, the Seller will contact the Customer to arrange a new delivery date with the Customer after the circumstances beyond its control are over; and
  - b. if the Customer no longer wishes to buy the Goods, it may cancel the Contract under clause below (**Customer's cancellation rights and returns**).
  - c. If the circumstances beyond the Seller's control continue for longer than 6 weeks, the Seller will cancel the Contract and refund money paid by the Customer in advance.
  - d. In circumstances beyond the control of the Seller, where the customer has ordered Special Order Goods and where the work has begun, no refunds will be given, but neither will the Customer owe any outstanding amounts.

### **Customer's cancellation rights and returns**

33. The Customer may cancel a Contract or order in the following circumstances:
- a. in the event of circumstances beyond the Seller's control where it no longer wishes to buy the Goods in accordance with clause above (**Circumstances beyond the control of the Seller**); or
  - b. in accordance with the Consumer Protection (Distance Selling) Regulations 2000, during the period of seven working days starting from the day after the date that the Goods are received. Working days means that Saturdays, Sundays or public holidays are not included in this period.
34. The Customer cannot cancel the Contract (other than for reasons of product default or mis-description) in the case of:
35. Special Order Goods; or
36. newspapers, periodicals or magazines; or
37. perishable goods, such as food, drink or fresh flowers; or
38. software, DVDs or CDs which have a security seal which is opened or unsealed.
39. If the Customer decides not to keep the Goods or to cancel a Contract in the circumstances permitted under this clause then:
- a. the Customer must inform the Seller of this writing as set out in the clause below (**Important Information about the Seller**). The Seller may reply by email or by pre-paid letter to the Customer's address;
  - b. the Customer must return the Goods in their original packaging to the Seller's address for returns set out on the Seller's website or as set out in clause below (**Important information about the Seller**), as soon as reasonably practicable and at their own cost;
  - c. the Seller must use reasonable endeavours to ensure that the Goods reach the Seller without being damaged or lost. The Seller may claim compensation from the Customer for returned Goods which have been damaged whilst in the possession of the Customer;
  - d. the Customer must return the Goods in the same condition as they were sold;
  - e. the Seller will refund the price paid for the Goods and any applicable delivery charges paid for by the Customer.

40. In the unlikely event that the Goods are faulty, defective, wrongly delivered or mis-described the Customer must give the Seller notice of cancellation as set out above and:
  - a. as well as refunding the price paid for the Goods and any applicable delivery charges paid for by the Customer, the Seller will refund the Customer's costs of returning the Goods to the Seller's address for returns;
  - b. Goods need not be returned in the same condition as sold but the Customer must return the Goods in the best possible condition; and
  - c. Goods should be returned with the original packaging, if available but will be accepted without the original packaging provided that the Customer has taken all reasonable steps to ensure that the Goods reach the Seller without being further damaged or lost.
41. The right of cancellation and return of the Goods in this clause do not affect the statutory rights of a consumer in relation to Goods that are faulty or not as described.

### **Important information about the Seller**

42. The Seller operates the Website <http://caricatorium.com>. The Seller is a sole trader established in England and Wales with its address at 24 Marlborough Road, Smethwick, West Midlands, B66 4DW.
43. The Customer can contact the Seller by telephoning 07712888438 or by e-mailing at [alex.hughes@alexhughescartoons.co.uk](mailto:alex.hughes@alexhughescartoons.co.uk). For notice in writing (for example cancellation) required by these Terms the notice may be provided by e-mail, by hand, or by pre-paid post to Alex Hughes at Caricatorium c/o Alex Hughes Cartoons, 24 Marlborough Road, West Midlands, Smethwick, B66 4DW. The Seller will contact the Customer by e-mail, by hand, or by pre-paid post to the address in the Order.

### **How these Terms may be changed**

44. It may be necessary for the Seller to revise these Terms from time to time, including for the purposes of;
45. changes in how payments are accepted; or
46. changes in relevant laws and regulatory requirements which apply to the Goods.
47. Every time the Customer places an order via the Website for Goods, the Terms in force at that time will apply to the Contract between the Customer and the Seller.
48. Whenever any changes are made to these Terms in accordance with this clause, the Seller will keep the Customer informed by stating that these Terms have been amended and stating the relevant date of the changes on the Website.

### **Miscellaneous**

49. The Contract contains the whole agreement between the parties relating to its subject matter.
50. The Seller may transfer its rights and obligations under these Terms to another person or organisation, and will always notify the Customer in writing if this happens, but this will not affect the Customer's rights or the Seller's obligation under these Terms.
51. The Contract is between the Seller and the Customer. No other person shall have any rights to enforce any of its terms. The Customer has the right to enforce the manufacturer's guarantee.
52. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

53. These Terms will be governed by and interpreted according to English law. This means a Contract for the purchase of Goods through the Website and any dispute or claim arising out of or in connection with it or these Terms will be governed by English law. All disputes arising under them will be subject to the exclusive jurisdiction of the English courts.