

# Terms and Conditions

## 1. Scopes

These Terms and Conditions apply to all products supplied by Book, Bean and Ice cream ('the Products').

## 2. Acceptance of Order

No contract will subsist between us for the sale by us to you of any Product unless we accept your order. That acceptance will occur when we despatch the goods to you, notwithstanding any prior communications between us. We reserve the right to require a written order form from you before accepting your order.

## 3. Pricing and Taxes

All prices are subject to change without prior notice. However, we endeavour to regularly update all publicly available sources of price information to ensure that you have accurate information available to you when you order.

All prices, where relevant, include VAT at the current rate. Prices also include delivery charges, unless otherwise stated

The description and price of goods will be confirmed in our despatch note and/or invoice.

## 4. Payment

Payment is required before goods are despatched.

## 5. Delivery

Products are delivered using second class post, unless otherwise stated. We aim to despatch within 3 working days of receiving your order, but we cannot guarantee the availability of any Product and some Products may therefore take longer to despatch. All costs and delivery details will be provided in the despatch note and/or invoice.

## 6. Refunds

We will refund the price that you paid for any Product which is unsuitable for your needs if it is returned to us in its original condition within 28 days from the date of invoice. The refund will be made to you on our receipt of the Product in its original condition.

If the Product is returned because we sent it to you in error or because it is faulty, we will also refund any delivery charge which you have paid to us and any reasonable delivery cost

incurred by you in returning the Product to us. In any other situation you will be responsible for the delivery costs of returning the Product to us. For your own protection, we recommend that you use a recorded-delivery service when returning any Product to us, so that you have proof of return. Please note that we will not refund any priority, express or courier element of any delivery charge.

## **7. Right to Cancel**

By law, you have the right to cancel your purchase within seven working days of the day after the date on which you receive the Product.

On receipt of the Product in its original condition we will refund to you the price that you paid for the Product. Please note our policy on refunding delivery charges, as set out in paragraph 6 above.

## **8. Reliance on our Products**

The contents of any of our Products do not constitute advice and should not be relied on in taking, or refraining from taking, any decision or action. Our Products should not be used as a substitute for taking legal advice from a suitably qualified lawyer.

To the extent permitted by law, we shall not be liable for any loss or damage (direct, indirect or consequential) arising out of or in connection with any use of, or inability to use, all or any of our Products or any decision or action taken, or refrained from being taken, as a result of the use of any of our Products.

## **9. Data Protection**

We may use personal information which we hold about you to provide our products and services to you, for credit control and market research purposes and to inform you about our products and services, legal developments and training sessions or events which we believe may be of interest to you.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area in countries which do not have data protection laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

Except in the situations listed above or as required by law or other regulation, we will not pass, disclose, rent or sell your personal information to any third party without your prior written consent.

If you do not wish to receive information from us, please write to the Elaine Silverwood, Book, Bean and Ice Cream, 61 Poulton Street, Kirkham, Preston PR4 2AJ marking the envelope 'Data Protection' or email [elaine@silverwoodevents.co.uk](mailto:elaine@silverwoodevents.co.uk).

You have the right, by written request and on payment of a small fee, to a copy of any

personal data (as defined in the Data Protection Act 1998) which we hold about you..

## **10. Changes**

We reserve the right to amend these Terms and Conditions from time to time.

## **11. Governing Law and Jurisdiction**

Contracts for the supply of Products between us will be concluded in the English language, shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.