

The Whitby Cobbler

Terms & Conditions of Purchase

1. Introduction

1.1 These terms and conditions relate to goods which you offer to purchase from the whitby cobbler online store ("our/this website"). Please read these terms and conditions, which govern your use of this website and our supply to you of any goods which you offer to purchase through our on-line facilities. We will be unable to process any offer to purchase goods until you have done so. If there is anything you do not understand, please feel free to e-mail us at whitbycobbler@gmail.com or phone us on 01947 821119.

1.2 By making an offer to purchase, you agree to be bound by the whole provisions of the Agreement (as defined in clause 3.1 below) between you and us. If you do not accept these provisions you should not place an order. Your attention is drawn in particular to clauses 5 (limitation of liability) and 6 (indemnity).

1.3 You must be 16 years or older to register for the Service. By submitting an order, you confirm to us that you are at least 16 years of age.

1.4 These terms and conditions may be changed at any time by us and we are not under any obligation to notify you of such changes.

2. Definitions

In these terms and conditions:-

"Commencement Date" means the date when our agreement with you is concluded (see clause 3.3);

"Confirmation Form" means the form that is shown on screen after you have placed an order, confirming details of the Goods which you have offered to purchase and which we have agreed to supply to you;

"Consumer" means an individual whose use of the Service is for personal purposes only, and not for use in connection with any trade, business or profession;

"Order Form" means the form completed by you online and showing details of the goods which you have offered to purchase from us;

"Goods" means the goods to be provided by us to you, as described in the Order Form and Confirmation Form and on the pages of our website relevant to those goods. (In the event of a discrepancy between the description of the Goods on the website and that on the Order Form Confirmation Form, the description on the Order Form or Confirmation Form shall be conclusive);

"you/yours" refers to you, the person offering to purchase goods from us.

3. Your Agreement with Us

3.1 These terms and conditions, together with the Order Form, Confirmation Form, Privacy Policy, constitute the entire agreement between you and us relating to the provision of the Goods ("the Agreement"), and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us in relation to this, and all past courses of dealing or industry custom. No oral explanation or oral information given by any party (including any information given via our customer service departments) shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions, and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in these terms and conditions.

3.2 Nothing on our website is intended or shall be interpreted to mean that we are making a legal offer to you to provide the Goods; we are inviting you to make a legal offer to us to purchase the Goods. It is entirely at our discretion to accept or reject the offer to purchase.

3.3 The Agreement is concluded only when we have accepted your order by sending you a Confirmation Form (with the date of conclusion of the Agreement being the date shown on that Confirmation Form).

4. General

4.1 Payment can be made using any of the methods listed on this web site and will be debited when we have accepted your offer to purchase.

4.2 All prices are quoted in UK pounds Sterling and include VAT where applicable.

4.3 Our acceptance of your offer to purchase Goods is subject to their availability. Our acknowledgement of order acceptance via web or e-mail is not a guarantee of delivery. We will inform you if we are unable to deliver the Goods which you have offered to purchase and a full refund will be given.

4.4 Every effort has been made to ensure the descriptions and price of goods are correct. We will inform you as soon as possible in the event of an error in pricing or description coming to our attention. Where we notify you of such an error, you will have the option of either (i) confirming your offer to purchase subject to the corrected description or price, or (ii) retracting your offer to purchase and receiving a full refund if the Goods have been paid for.

5. Delivery Details

5.1 Delivery - UK

5.1.1 All deliveries are subject to stock availability and authorisation of your payment.

5.1.2 We shall endeavour to deliver the Goods you have offered to purchase within 5 working days after we receive your offer. If there are any delays we

will notify you of such delay as soon as possible.

5.1.3 We can either deliver your order to the billing address for the card you use to pay for your order, or you can specify an alternative address such as a workplace, university or friend/family address at the checkout. The alternative delivery address must be in the UK (i.e. has a Royal Mail postcode).

5.1.4 UK Standard Delivery is FREE on orders over £5.00

5.1.5 We are unfortunately unable to specify the time at which the goods will be delivered to you.

Returns Policy

If you're unhappy with the goods for any reason, please return your item to us. We're happy to offer a refund or exchange on unused items returned within 31 days. If the item is faulty we're happy to offer a refund or exchange where available.

Package the shoes carefully in their original box & a secure outer wrapper where possible, and send them back clearly addressed to:

Whitby Cobbler: Returns

33 Baxtergate

Town Centre

Whitby

YO21 1BN

We recommend you use some form of registered post in case you need to track your parcel. We will email you to let you know that your return has been processed within 3 working days of receiving it through the post.

Any problems, don't hesitate to call us on 01947 821119

Security & Data Protection

1 Data Protection

1.1 We are committed to protecting your privacy and the security of any information given to us in order for us to process your order.

2 Our Data Protection Policy

2.1 We will not gather or hold personal information about you unless you have given your express permission for us to do so. By placing an order, you will consent to the use of such personal information.

2.2 Any personal information held or processed will be kept up-to-date and will be destroyed as soon as the reason for its collection or processing has lapsed.

2.3 No personal data about customers will be passed to any third party, except to offer you the opportunity to purchase from us, to fulfil the delivery of the

goods to you, and as is necessary to process credit or debit card payments.

2.4 Your privacy and confidence will be respected at all times.

3 What Information is collected about you and how is it used?

3.1 When you place an order we need to collect your name, address, e-mail and telephone number as well as details of the method by which you intend to pay for the Goods. This information allows us to process your offer to purchase Goods and delivery of those Goods to you. We use your e-mail address to send you notification of the status of the order. We will contact you by e-mail or by telephone if any problems occur regarding delivery of the Goods to you.

3.2 This information may be provided to third party service providers for the purpose of processing your offer to purchase the goods.

3.3 We may use your e-mail address to provide you with information on products, services, promotions and special offers where you have indicated that this is acceptable by checking the box on the 'Delivery details page'.

3.4 If you supply your email address without placing an order, we may pass your email to a third party organisation in order to offer you the opportunity to purchase from us. Your email address will not be used for any other purpose and will not be held on file by ourselves or any third parties after the reason for collecting it has lapsed.

4 Third parties

4.1 We will not sell or pass your details to third party organisations except to offer you the opportunity to purchase from us, to fulfil the delivery of the goods to you and for the purpose of processing your offer to purchase the goods.

5 Consent

5.1 By making an offer to purchase Goods you consent to the information you provide to us being processed for any of the above purposes.