

Agreed Terms and Conditions For Aldeburgh Museum Shop Sales

December 2020

1. About us

1.1 Our details. Aldeburgh Museum Charitable Trust (**we and us**), whose principal address is at Moot Hall Aldeburgh IP15 5DS

1.2 Contacting us. To contact us telephone 01728 567767 or email aldeburghmuseumshop@gmail.com. How to give us formal notice of any matter under the Contract is set out in clause 15.2.

2. Our contract with you

2.1 Our contract. These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.

2.2 Entire agreement. The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 Language. These Terms and the Contract are made only in the English language.

2.4 Your copy. You should print a copy of these Terms for future reference.

3. Placing an order and its acceptance

3.1 Placing your order. Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.

3.2 Correcting input errors. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

3.3 Acknowledging receipt of your order. After you place an order, you will receive an order confirmation email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.

3.4 Accepting your order. We will confirm our acceptance to you by sending you an email [that confirms that the Goods have been dispatched] (**Dispatch Confirmation**). The Contract between you and us will only be formed when we send you the fulfilment Dispatch Confirmation.

3.5 If we cannot accept your order. Some of our products may come from third party suppliers and there may be times that we cannot fulfil an order or part of it. If we are unable to supply you with the all or part of the Goods ordered for any reason, we will inform you of this by email. If you have already paid for the Goods, we will refund the full amount or part refund the order that we cannot fulfil, including any delivery costs charged as soon as possible.

3.6 Payment. Payment is taken from your card once your order is placed and you have received your email confirmation.

4. Our goods

4.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Goods. The colour of your Goods may vary slightly from those images.

4.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site may slightly vary from the Goods advertised.

4.3 We use recycled materials for packaging where possible to reduce our environmental impact.

4.4 The packaging of your Goods may vary from that shown on images on our site.

4.5 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

5. Return and refund

5.1 You may cancel the Contract and receive a refund if you notify us. You can notify us by email at aldeburghmuseumshop@gmail.com. Please include your order number to help us to identify it. If you send us your cancellation notice by email, then your cancellation is effective from the date you send us the email.

5.2 However, this cancellation right does not apply in the case of:

(a) items that are made to your specifications or clearly personalised; perishables, eyewear, products where the seal is broken and jewellery. These items are non-refundable and cannot be exchanged unless faulty or damaged

(b) sealed audio or sealed video recordings or sealed computer software, once these Goods are unsealed after you receive them; or

(c) any Goods which become mixed inseparably with other items after their delivery.

5.3 If you have returned the Goods to us under this clause 5 because they are faulty or misdescribed, we will refund the price of the Goods and will refund you on the credit card or debit card used by you to pay.

5.4 If Goods have been delivered to you before you decide to cancel the Contract then you must return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send them back at your expense or return them to us at the museum at Aldeburgh Museum, Moot Hall Aldeburgh IP15 5DS.

5.5 If you want to return your order for any reason then we must receive this return within 28 days of receipt in original condition.

5.7 Exceptions items excluded from this clause 5 are items that are made to your specifications or clearly personalised; perishables, eyewear, products where the seal is broken and jewellery. These items are non-refundable and cannot be exchanged unless faulty or damaged.

5.9 Customised products e.g. custom prints cannot be refunded.

5.9 Faulty or damaged - we'll send out a replacement or offer an exchange/refund. Goods are classified as faulty if they are received damaged or when a manufacturing fault occurs within 6 months of purchase. Wear and tear doesn't count as faulty.

5.10 Once we have received the goods we will issue a refund or replacement(s) whichever you have requested. Refunds will only be issued within 14 days of receipt of the returned/cancelled order. Online orders are refunded using Stripe payments gateway.

5.11 Any refunds will be credited to the Debit or Credit Card used at the time of placing an Order.

5.12 The amount of refund that you receive may be affected by the exchange rates of currency and it is possible that you may receive less refund. Any discrepancy will be down to the currency conversion rates on your bank's end, which you should follow up with your bank. We do not accept liability for the shortfall in refund due to the exchange rate currency.

5.13 Return postage charges are non-refundable unless the order was faulty or incorrect.

5.14 We recommend that you ask your Post Office for proof of posting because you are responsible for the order until we have received this.

6. Delivery, transfer of risk and title

6.1 We aim to send orders within 5 working days but this is not always possible.

6.2 We will confirm the order has been sent for delivery by email once the items have been dispatched. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 14 (Events outside our control) for our responsibilities when this happens.

6.3 Delivery is complete once the Goods have been delivered at the address for delivery set out in your order or if applicable collected by you or a carrier organised by you to collect them from us and the Goods will be at your risk from that time.

6.4 We may send orders in multiple deliveries, if this occurs we will only charge one delivery cost.

6.5 We do not always use order tracking on goods.

6.6 You own the Goods once we have received payment in full, including of all applicable delivery charges.

6.7 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.

6.8 If you fail to take delivery within 10 days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

7. International delivery

7.1 If you order Goods from our site for delivery to an international destination your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

7.2 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

7.3 We are not responsible for local duty and/or taxes on goods delivered outside the UK.

7.4 You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.

7.5 International returns should be clearly labelled "returned goods".

8. Price of goods and delivery charges

8.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We use our best efforts to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 8.5 for what happens if we discover an error in the price of goods you ordered.

8.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.

8.3 The price of 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 your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

8.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process before you confirm your order.

8.5 It is always possible that, despite our best efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you in writing to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing by email. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

9. How to pay

9.1 Payment for the Goods and all applicable delivery charges is in advance on ordering.

10. Manufacturer's guarantee

10.1 Some of the Goods we sell to you might come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

11. Our warranty for the goods

11.1 We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

11.2 We provide a warranty that on delivery, the Goods shall:

- (a) subject to clause 4, conform in all material respects with their description; and
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

11.3 Subject to clause 11.4, if:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 11.2;
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) if we ask you to do so, you return the Goods to us, if faulty at our cost, we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

11.4 We will not be liable for breach of the warranty set out in clause 11.2 if:

- (a) you make any further use of the Goods after giving notice to us under clause 11.3;
- (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (c) you alter or repair the Goods without our written consent;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

11.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 11.2 to the extent set out in this clause 11.

11.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

11.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.

12. Our liability: your attention is particularly drawn to this clause

12.1 We only supply the Goods for your personal use and you agree not to use the Goods for any resale purposes.

12.2 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) any other liability that cannot be limited or excluded by law.

12.3 Subject to clause 12.2, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue; or
- (b) loss of business opportunity; or
- (c) loss of anticipated savings; or
- (d) loss of goodwill; or
- (e) any indirect or consequential loss.

12.4 Subject to clause 12.2, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 100% of the price of the Goods.

12.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

13. Termination

13.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you.

13.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. Events outside our control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

14.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

15. Communications between us

15.1 When we refer to "in writing" in these Terms, this includes email.

15.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.

15.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

15.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

15.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16. General

16.1 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity by posting on this webpage if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

16.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

16.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

16.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

16.6 Governing law and jurisdiction. This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.