# <u>Terms and Conditions - Bucklow Trafford Riding Club</u> <u>Online Shop</u>

### 1. Introduction

- 1.1 In these terms and conditions, the words 'the Club', 'we' or 'us' means Bucklow Trafford Riding Club. The words 'the Buyer', 'you' or 'your' means any person (including any organisation or business) using the Online Store to buy products or services.
- 1.2 These terms and conditions apply to your use of the Bucklow Trafford Riding Club Online Store and they form a legally binding contract between you and us.
- 1.3 We may change these terms and conditions from time to time. Every time you order products or services from us, the terms and conditions in force at the time of your order will apply to the contract between you and us.
- 1.4 A link to these terms and conditions will be included in your order acknowledgement and we recommend that you download or print these terms and conditions at the time that you buy from us so that you can keep a copy of them for your records.

## 2. Privacy

2.1 Our privacy policy provides details about the type of personal information we collect from you and how we use this information, as well as how we keep it secure and your rights in relation to your personal information. You are asked to read our privacy policy, which forms part of these terms and conditions, and sets out how your personal information is handled. https://www.reaseheath.ac.uk/alumni/mydetails/privacy-policy/

## 3. Buying goods and/or services from the Online Store

- 3.1 Our Online Store is directed to people residing in the United Kingdom. We do not represent that content available on or through our Online Store is appropriate for use or available in other locations.
- 3.2 When you place an order through the Online Store you are offering to buy the product or service from us and we will send you an acknowledgement of your order. Please note that this does not mean we have accepted your order. We accept your order when we confirm dispatch of the product or availability of the service to you and this is when the contract between us is made. Until then, we can decline to provide the product or service, although we will always try to make sure this does not happen. We might not be able to provide the product or service to you for a number of reasons, including for example:
  - We have identified an error in the information, including the price
  - The product ordered is unavailable from stock or the service is no longer available
  - We have not been able to obtain authorisation of your payment
  - If we suspect any fraudulent activity on the order

If we are not able to provide the product or service, we will let you know as soon as possible and refund the price you paid.

3.3 Every care has been taken to ensure that the descriptions and specifications on the Online Store are correct. However, whilst the reproduction is a close representation, a slight variation in the actual products or services can occur.

#### 4. Price

4.1 We will display the price of the products or services on our website. We make every effort to ensure that information is accurate, but if we identify an error in pricing, availability or description of items displayed on the Online Store, we will let you know as soon as possible after you have ordered and if you no longer wish to make a purchase, we will refund the price that you have paid.

## 5. Payment

- 5.1 All payments made through this website must be made in Pounds Sterling. Any currency conversion costs or other charges incurred in making the payment or in processing a refund will be your responsibility and you cannot deduct these from the price payable to us.
- 5.2 We will only be able to provide the products or services to you once full payment in advance has been received.

## 6. Collection and Delivery

- 6.1 When you order items of clothing, these will be available for collection by you from the following Show. Alternative arrangements may be made from time to time and we will let you know if this affects your order.
- **6.2** Delivery of products to your home or any other address will not be available.

#### 7. Uncollected or undeliverable items

7.1 If you do not collect your item of clothing from the collection point, we will send you a reminder using the contact details that you provided to us. We will store an uncollected item for the next 3 shows or the end of the season from the date that we first let you know it was available for collection. We will then try to sell your product and a part refund will be made to you less any expenses incurred. We will make the refund using the same payment method as you used to make the payment to us.

## 8. Your legal right as a consumer to cancel and receive a refund

- **8.1** If you are using the Online Store as a consumer rather than as part of your business, you have the right to return the products you ordered and receive a full refund within a limited time. You must tell us in a clear statement (e.g. letter or email) within 14 days of receiving the product that you want to cancel the order. You may use the cancellation form at the end of these terms and conditions, but you do not have to. You do not have to tell us why you want to cancel, but we may ask you, as your feedback is very important to us.
- 8.2 If you cancel your order, you must return the product to us and we will refund the price you paid within 14 days of us receiving the product back from you. We will make the refund using the same payment method as you used to make the payment to us.
- 8.3 Your right to cancel and receive a refund does not apply to bespoke clothing or other bespoke items, unless these items are faulty.
- 8.4 If you have purchased a service to begin within the cancellation period, you must pay for that service if it has been provided or for part of that service if a part has been provided and part payment is possible.
- 8.5 Your legal right as a consumer to cancel the contract within a limited time and receive a refund does not limit or affect any other legal rights that you may have.

## 9. Availability of the Online Store

- 9.1 We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons.
- 9.2 We do not guarantee that our website will be free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

## 10. Events outside our control

10.1 We will not be liable if we fail to carry out or delay in carrying out any of our responsibilities in these terms and conditions as a result of events outside our control. These could be events such as fire, explosion, flood, extreme weather or other natural disaster, power cut, transport, utility or college system interruption, riot, civil commotion or terrorist threat or attack, or strike or industrial action.

#### 11. Our liability

- 11.1 Our Online Store is for the sale of club clothing. Whilst we will always try and resolve problems that you may experience with any of our products, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

## 12. Getting in touch

- 12.1 We operate this Online Store. We are Bucklow Trafford Riding Club, a riding Club. Our address is Bucklow Trafford Riding Club
- **12.2** We appreciate your feedback and you can provide feedback via the feedback button on the store website. We do our best to make sure that there are no problems with our products, but occasionally things can go wrong. In the event of you having a complaint, problem or query with any aspect of our service or the products we offer, you can

email <u>bucklowtraffordridingclub@gmail.com</u>. We take all complaints extremely seriously and we will try to rectify any problem quickly and effectively.

#### 13. Other important terms

- 14.1 These terms and conditions set out the contract between you and us. They do not apply to anyone else and they do not give any other person or other third party any benefit or right to enforce any of these terms and conditions.
- 14.2 If either of us chooses not to enforce any of these terms and conditions at any time or only partly enforces them, we do not waive our right to do so and we will still be able to choose to enforce our rights under any of these terms and conditions, at any time.
- 14.3 If any part of these terms and conditions are judged unlawful or unenforceable by a court, that part will be taken out of these terms and conditions without changing the rest of the terms and conditions and the remaining terms and conditions will be valid and enforceable.
- 14.4 These terms and conditions are the entire agreement between us and replace all previous agreements, correspondence or understandings about your use of the Online Store.
- 14.5 English law governs these terms and conditions and your use of our website and we both agree to the non-exclusive jurisdiction of the English court.