

These Terms and Conditions are the standard terms and conditions that apply to the sale of all Goods via our Website by us, Heritage Lincolnshire, a company registered in England and Wales under number 10014163, and whose registered office address is The Old School, Cameron Street, Heckington, Sleaford, Lincolnshire, NG34 9RW (“we/us/our”).

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Consumer” is as defined in the Consumer Rights Act 2015;

“Contract” means the contract for the purchase and sale of the Goods, as explained in clause 2;

“Customer” means you, the individual placing an Order with us;

“Goods” means the Goods which are to be supplied by us to you as specified in your Order (and confirmed in our Order Confirmation);

“Order” means your order for the Goods;

“Order Confirmation” means our acceptance and confirmation of your Order as described in clause 2; and

“Website” means www.heritagelincolnshire.org

1.2 Each reference in these Terms and Conditions to “writing” and “written” includes electronic communications such as e-mail.

## 2. The Contract

2.1 These Terms and Conditions govern the sale of all Goods by us and will form the basis of the Contract between you and us.

2.2 If you wish to place an Order with us you may do so via the Website or you may call, email or otherwise contact us.

2.3 Where you use the Website it will guide you through the ordering process. Before submitting your Order to us, you will be given the opportunity to review and amend it. Please ensure that you have checked your Order and that you have read these Terms and Conditions carefully before submitting it. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.4 No part of our Website constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending you an Order Confirmation by email. Only once we have sent you an Order Confirmation will there be a legally binding Contract between you and us.

2.5 Order Confirmations will be provided in writing and will contain confirmation of the Goods ordered with fully itemised pricing including, where appropriate, taxes, delivery and other charges, our identity and contact details, and the estimated delivery date for the Goods.

2.6 If, for any reason, we do not accept or cannot fulfil your Order, no payment will be taken under normal circumstances. If we have taken payment, any such sums will be refunded to you as soon as possible (and in any event, within 14 days).

2.7 Once your Order has been accepted as detailed in clause 2.4, we cannot accept any changes to it.

## 3. Description and Specification of Goods

3.1 We have made every reasonable effort to ensure that the Goods conform to the photographs and descriptions provided on our Website. However, please note that certain colours may look different when displayed on your computer, phone or tablet.

3.2 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements, without notice.

3.3 We do not represent or warrant that particular Goods will be available. If the Goods are not available, the provisions of clause 2.6 will apply.

## 4. Price and Payment

4.1 The price of the Goods will be that shown on our Website at the time of your Order or as otherwise quoted to you. Our prices may change at any time but these changes will not affect any Orders that we have already accepted.

4.2 We have made every reasonable effort to ensure that the prices on our Website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions on our Website, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

4.3 If there is an obvious pricing error on our Website, we will be under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your Order.

4.4 All prices include VAT, where applicable. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have already received payment in full from you.

4.5 Where applicable, delivery charges will be presented to you as part of the

Order process. Payment for the Goods and any related delivery charges must always be made at the time of Order and you will be prompted to pay during the Order process.

4.6 All payments made via the Website will go through a payment gateway provider, such as Stripe or PayPal. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider’s terms and conditions. A separate contractual relationship will be created between you and this third party and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

## 5. Tickets and Downloads

5.1 Clauses 6,7 and 8 do not apply to the sale of e-tickets, downloadables or leaflets.

5.2 E-tickets and leaflets ordered from our Website will be made available for immediate download once you have received your Order Confirmation. No delivery charge will be added for e-tickets or leaflets.

5.3 Where you are attending an event it is your responsibility to arrive on time. If you are late, we reserve the right to refuse entry. You are late or fail to attend the entire event for any reason, no refund or reduction in fees will be given;

5.4 Where you are attending an event you shall:

5.4.1 observe the regulations, including health and safety regulations, at any premises at which the event is being carried out. You will be responsible for your own personal belongings at all times;

5.4.2 conduct yourselves in a responsible manner. Should the behaviour of your party prove disruptive at any stage during the event, at our sole discretion, we shall be entitled to request the immediate removal of said person from that and any future events. No reimbursement or alternative will be offered.

## 6. Delivery

6.1 All Goods will be delivered within 30 calendar days after the date of our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of our control - see clause 10).

6.2 Goods shall be delivered by Royal Mail or courier as decided by us at the time of dispatch. Deliveries and where applicable redeliveries shall be arranged in accordance with that parties standard operating guidelines at the time. Should we incur additional costs due to your failure to receive the Goods, we reserve the right to charge these back to you.

6.3 In the unlikely event that we fail to deliver the Goods within 30 calendar days of our Order Confirmation (or as otherwise agreed under clause 5.2), you may treat the Contract as being at an end immediately if we have refused to deliver your Goods; or in light of all relevant circumstances, delivery within that time period was essential; or you told us when ordering the Goods that delivery within that time period was essential.

6.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods.

6.5 The responsibility (sometimes referred to as the “risk”) for the Goods remains with us until delivery is complete as defined in clause 5.6, at which point it will pass to you. You own the Goods only once we have received payment in full of all sums due (including any delivery charges).

## 7. Faulty, Damaged or Incorrect Goods

7.1 By law, we must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Goods, please contact us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for the following remedy/remedies:

7.1.1 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar day right to reject the Goods and to receive a full refund if they do not conform as stated above.

7.1.2 If you do not wish to reject the Goods, or if the 30 calendar day rejection period has expired, you may request a replacement. We will bear any associated costs and will provide the replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a replacement is impossible or otherwise disproportionate, we may instead offer you a full refund. If you request a replacement during the 30 calendar day rejection period, that period will be suspended while we provide the replacement and will resume on the day that you receive the replacement Goods. If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.

7.1.3 If, after replacement, the Goods still do not conform (or if we have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or reject them in exchange for a refund.

- 7.2 Please note that you will not be eligible to claim under this clause 6 if we informed you of the fault(s), damage or other problems with the Goods before you purchased them (and it is because of the same issue that you now wish to return them); if the Goods are perishable and are stated to have an expiry date sooner than this date; if the Goods are sealed for hygiene reasons and are not kept in accordance with instructions given. Please also note that you may not return Goods to us under this clause 6 merely because you have changed your mind – please refer to clause 7 for this.
- 7.3 To return Goods to us for any reason under this clause 6, please contact us to arrange for the return. We will be fully responsible for the costs of returning Goods under this clause 6 and will reimburse you where appropriate.
- 7.4 Refunds under this clause 6 will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund.
- 7.5 Any and all refunds issued under this clause 6 will include all delivery costs paid by you when the Goods were originally purchased and will be made using the same payment method that you used when ordering the Goods, unless you specifically request that we use a different method.
- 8. Cancelling and Returning Goods if You Change Your Mind**
- 8.1 If you are a Consumer as defined by the Consumer Rights Act 2015, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once your Order is complete and we have sent you your Order Confirmation, i.e. when the Contract between you and us is formed. You may also cancel before we send the Order Confirmation.
- 8.2 If the Goods are being delivered to you in a single instalment, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the Goods. If the Goods are being delivered in separate instalments on separate days, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of Goods.
- 8.3 If you wish to exercise your right to cancel under this clause 7, you must inform us of your decision within the cooling-off period. You may do so in any way you wish, but for your convenience, we offer a cancellation form on our Website. Cancellation by email or by post is effective from the date on which you send us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted.
- 8.4 Please note that you may lose your legal right to cancel under this clause 7 if the Goods are sealed for hygiene reasons and you have unsealed those Goods after receiving them or the Goods are likely to deteriorate quickly, e.g. flowers or food or if the best before date is close to the date purchased.
- 8.5 Please ensure that you return Goods to us no more than 14 calendar days after the day on which you informed us of your wish to cancel under this clause 7.
- 8.6 You may return Goods to us by post or another suitable delivery service of your choice. Please contact us to obtain details of the returns address. Please note that you must bear the costs of returning Goods to us if cancelling under this clause 7. We will reimburse standard delivery charges in full as part of your refund. However, we cannot reimburse for premium delivery.
- 8.7 Refunds under this clause 7 will be issued to you within 14 calendar days from:
- 8.7.1 the day on which we receive the Goods back; or
- 8.7.2 the day on which you inform us (with evidence) that you have sent the Goods back (if this is earlier than the day under clause 7.7.1);
- 8.7.3 if we have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform us that you wish to cancel the Contract.
- 8.8 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. more than would be permitted in a shop). If we issue a refund before we have received the Goods and have had a chance to inspect them, we may subsequently charge you an appropriate sum if we find that the Goods have been handled excessively.
- 8.9 Refunds under this clause 7 will be made using the same payment method that you used when ordering the Goods, unless you specifically request that we make a refund using a different method.
- 9. Cancellations by Us**
- 9.1 We may cancel your Order at any time before we dispatch the Goods to you, if the Goods are no longer in stock and we are unable to re-stock (if, for example, the Goods are discontinued); or if an event outside of our control occurs (please see clause 10 for events outside of our control).
- 9.2 If we cancel your Order and you have already paid for the Goods under clause 4, the payment will be refunded to you within 14 days. If we cancel your Order, the cancellation will be confirmed by us in writing.
- 10. Our Liability**
- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 10.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.
- 10.4 Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer. More information can be obtained from your local Citizens’ Advice Bureau or Trading Standards Office.
- 10.5 If you wish to complain about any aspect of your dealings with us, please contact us in writing so we can investigate.
- 11. Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, governmental action, other natural disaster, or any other event that is beyond our control.
- 12. How We Use Your Personal Information (Data Protection)**
- 12.1 We may use your personal information to provide our Goods to you, to process your payment for the Goods, and/or to inform you of new Goods available from us if you have opted to receive this information. You may request that we stop sending you this information at any time. We will not pass on your personal information to any third parties without first obtaining your express permission.
- 12.2 All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018, the UKGDPR and your rights under such legislation. For further information, please refer to our Privacy Policy, which is included on our Website.
- 13. Other Important Terms**
- 13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract) without our express written permission.
- 13.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.
- 13.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 14. Governing Law and Jurisdiction:** These Terms and Conditions and the Contract between you and us will be governed by, and construed in accordance with, the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.