# The Heritage Crafts Association

# **Terms and Conditions of Purchase**

The Heritage Crafts Association (HCA) is registered as a Charitable Incorporated Organisation (number 1159208) with the Charity Commission for England and Wales. As such its operation is subject to the laws governing the operation of charities in England and Wales. Information about charity law in England and Wales can be found on <u>the Charity Commission's website</u>.

- Customer service and data protection email: info@heritagecrafts.org.uk
- Administration address: 27 South Road, Oundle, Peterborough, PE8 4BU
- Registered address: Right Hand Police House, Lane Head Green, Edale, Hope Valley S33 7ZA, UK

# These Terms and Conditions apply to sales through the Heritage Crafts Association website, and by other means.

Although the HCA website uses encryption security software in areas where online payment details are accepted, the security of information and payments transmitted via the internet cannot be guaranteed. Any loss incurred or sustained by you when transmitting information by means of email or other internet links shall be borne solely and exclusively by you, and in no event shall any such loss in whole or in part be borne by the HCA or its agents.

When you place an order you will be sent, if appropriate, an acknowledgement email stating the order number, date of order, billing and shipping information (if appropriate), goods or services ordered, sub-total, shipping cost (if any) and grand total. Although the email will state the method of payment (for example, credit card) it will not include the card details you have supplied for security reasons.

Where payment is made by transfer direct to the HCA's bank account the amount received by the HCA for the purposes of these Terms and Conditions is the amount after the deduction of any charges made by the HCA's bank or any other bank.

Where payment is made by a cheque or other instrument in any currency other than British Pounds or which is drawn on a bank which is not a member of the United Kingdom's clearing system, the amount received by the HCA for the purposes of these Terms and Conditions is the amount after conversion to British Pounds and the deduction of any charges made by the HCA's bank or any other bank.

## Description of the goods and services

We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the website are correct at the time when the relevant information was entered onto the system. We reserve the right to refuse orders where product information has been mis-published, including prices and promotions.

## Availability

The supply of goods and services from this website and by other means is subject to availability, and it is not always possible for us to inform you at the time you place your

order whether the goods or services you want are still available for purchase. In the case of the goods and services being unavailable a refund will be given.

## Alteration of service or amendments to the Terms and Conditions

We reserve the right to make changes to our website, policies, and these Terms and Conditions of Purchase at any time. You will be subject to the policies and Terms and Conditions of Purchase in force at the time when you use the website or order goods from us, unless any change to those policies or these Terms and Conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these Terms and Conditions is deemed invalid, void, or for any reason unenforceable, that Term or Condition will be deemed severable and will not affect the validity and enforceability of any remaining Term or Condition. Contracts are concluded in English and are subject to the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### Membership

Membership of the HCA is subject to receipt by the HCA of the correct membership fee (see the Rules of the Association). Membership runs for 12 months (for example, if payment is received on 9 May 2015, membership will run to 8 May 2016). If a payment is received which is less or more than that due for 12 months then the Administrator may, at their absolute discretion, adjust the period of membership to reflect the amount paid.

#### **Events registration**

We are a small charity and the costs of running an event are considerable, no matter how many or how few people attend. If you need to cancel, please consider selling on/passing on your ticket to someone else before you ask for a refund. If you do this, please let us know the name of the person attending so that we can prepare a name badge for them (<u>info@heritagecrafts.org.uk</u>). Substitutions can be made at any time without charge.

If this is not possible, we shall consider issuing a refund if you apply for one up to 30 days before the date of the event. We are unable to refund tickets if, for any reason, you are unable to attend without giving notice, by reason of weather, strikes, illness, accident etc.

In the event of circumstances beyond its control, the HCA reserves the right to amend or cancel an event. In the event of the HCA cancelling an event, we reserve the right not to refund tickets for cancelled events. The HCA is not liable for any expense incurred by delegates as a result of cancellation. Please note that by submitting an event booking form you are entering into a contract with the HCA to pay according to our Terms above.

#### Cancellation of orders of goods

**Unwanted goods:** You can cancel your order for goods at any time prior to dispatch and we will refund the full Amount Received. You can cancel the order within 14 days of receipt of the goods for any reason and we will refund the full Amount Received. You must return the goods to us at your expense within 30 days.

**Damaged goods:** If the goods are damaged when they reach you and you tell us within 14 days of receipt we will refund the full Amount Received, unless you ask us to send a replacement (if we don't have a suitable replacement we will refund the full Amount Received). Please keep the goods and packaging until we contact you, as we may ask you to send us evidence of the damage or to return the goods and packaging, in which case we will cover the cost of return.

**Faulty goods:** If the goods are faulty please tell us within 14 days of discovering the fault. If you tell us about faulty goods within six months of receipt we will refund the full Amount Received unless you ask us to send a replacement (if we don't have a suitable replacement we will refund the full Amount Received). Please keep the goods until we contact you, as we may ask you to send us evidence of the fault or to return the goods, in which case we will cover the cost of return.

Date received is the last day of the delivery window estimated by the carrier. If the carrier estimates that it will take three to five working days, then the date received is taken as the fifth day.

If you wish to cancel your order or report damage or faults please email <u>info@heritagecrafts.org.uk</u>. If you do not have access to email please write to us at 27 South Road, Oundle, Peterborough, PE8 4BU.

## None of the above Terms and Conditions affect your statutory rights.

#### See also

Rules of the Heritage Crafts Association Terms and Conditions for Use of the Heritage Crafts Association Website Privacy and Cookie Policy

Reviewed: July 2016 Updated: July 2016 Reviewed: September 2016 Reviewed: September 2017 Updated: September 2017 Reviewed: January 2018 Updated: January 2018 - to take effect following AGM in March 2018

Date policy due for review: January 2019