# **Terms and Conditions**

By using our website, placing an order for goods and/or registering as a member of our website you confirm your agreement to our terms and conditions, including the Privacy Policy, as set out below:

Correspondence address & Customer Service

Wild Olive House, 4 Station Road, Dove Holes, Buxton SK17 8DH

## Conditions

- 1. An order for goods placed by you, the buyer through our websites shall be subject to these terms and conditions
- 2. All other terms and conditions express or implied are excluded to the fullest extent permitted by law.
- 3. Nothing in these terms and conditions affects the statutory rights of any consumer

### Orders

- 4. All orders for goods shall be deemed to be an offer by the buyer to purchase goods under these terms and conditions
- 5. The buyer is responsible for ensuring the accuracy of the details provided on the order form and we will not be obliged to accept an order unless all details requested on the order form have been entered correctly.
- 6. No order submitted by the buyer, shall be deemed to be have been accepted by us unless and until we confirm acceptance of the your order by e-mail (where applicable) or by telephone
- 7. We are entitled to refuse any order placed by you and will not be required to provide an explanation

#### Goods

- 8. The goods may differ slightly from the images shown
- 9. We reserve the right to substitute products of a similar description and standard if the requested goods are not available but will use reasonable endeavours to match your order exactly. A buyer receiving a substituted product, shall be entitled to return the goods for a full

refund within 10 working days from the date of delivery, should the substituted product not be acceptable.

## Price and Payment

- 10. The full price of the goods will be the price quoted on the website at the date the order is received and will include V.A.T. and delivery in the United Kingdom unless specified otherwise. Prices are in pounds sterling.
- 11. We reserve the right, by giving notice to the buyer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to us, which is due to any factor beyond our control.
- 12. In the event of there being such an increase in the price of the goods the buyer shall be entitled to cancel the order at any time before delivery

## Payment

- 13. When we provide any goods under these terms and conditions, payment will be charged to the credit card account provided on the website order form or to a third party account.
- 14. By placing an order the buyer agrees to payment being charged to the credit card account or electronic payment account as provided on the order form.
- 15. Title to the goods will pass to the buyer on payment in full of the price of the goods. Payment is required in advance
- 16. We will issue an electronic receipt to the email address provided on the form once the goods have been dispatched

#### Delivery

- 17. The goods will be delivered to the address provided on the order form and the risk in the goods shall pass to the buyer upon such delivery taking place
- 18. Any dates quoted for delivery of the goods are approximate only and we shall not be liable for any delay in delivery of the goods however caused. If however we are unable to deliver your goods by the date quoted for delivery the buyer will be entitled to cancel the order at any time before delivery takes place.
- 19. We are only able to guarantee delivery to in the United Kingdom at present.
- 20. We shall not be liable to the buyer for short delivery of the goods however caused but will provide the outstanding goods as soon as is reasonably practical. If however we have not delivered the outstanding goods within 7 working days from the first date of delivery the buyer will be entitled to cancel the order for the outstanding goods

## Return of goods

21. The buyer will inspect the goods as soon after delivery as is reasonably practicable and will notify us of any shortages, defects or any other complaint in respect of them within 7 working days from the date the goods were delivered.

SAVE IN RESPECT OF ANY SHORTAGES OR DEFECTS IF THE BUYER FAILS TO COMPLY WITH THIS CLAUSE WE WILL NOT BE HELD LEGALLY LIABLE IN RESPECT OF ANY OTHER COMPLAINT WHICH SHOULD HAVE BEEN BROUGHT TO OUR ATTENTION WITHIN THIS PERIOD

# **Purchasers Warranty**

22. The buyer warrants that all details provided on the order form for the purpose of purchasing the goods are correct, that the credit card used is with authority and there are sufficient funds or sufficient unused limit available to cover the cost of the goods

## Limitation of Liability

23. We will use reasonable endeavours to carry out our obligations in a reasonable time but will not be liable to the buyer for any loss, costs or expenses arising directly or indirectly from any delays and we will not be deemed to be in breach of this agreement by reason of any delay in performing or any failure to perform, any obligations in relation to this agreement, if the delay or failure was due to any cause beyond our reasonable control.

If prevented from carrying out our obligations we will notify you in writing. If we are still prevented 3 weeks from the date of such notice then either party may give notice cancelling the agreement. If the agreement is cancelled in this way we accept no liability to compensate you for any loss or damage caused by failure to perform

- 24. Except where the buyer is dealing as consumer (as defined in the Unfair Contract Terms Act 1977 section 12) we do not give any warranty, guarantee or indemnity as to quality, fitness for purpose or otherwise of the goods.
- 25. Except for death or personal injury caused by our negligence, we will not be liable to the buyer for any loss of profit, any indirect special or consequential loss, damage, costs, expenses or other claims arising out of or in connection with the supply of goods other than as a result of a breach of an obligation arising under the Sale of Goods Act 1979 (as amended) and the Supply of Goods and Services Act 1973.

## **Intellectual Property**

- 26. The copyright in material contained in this website and any trademarks and brands included in that material belongs to the Wild Olive Soap Company or its licensors.
- 27. You may download or copy the content and other down-loadable items displayed on the website subject to the condition that the material may only be used for personal non-

commercial purposes. Copying or storing the contents of the website for other than personal use is expressly prohibited.

#### Website

- 28. We will attempt to ensure that the information available on the website at any time is accurate. However, we will not be held liable for any errors or omissions. We will use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of these.
- 29. All drawings, descriptive matter and specifications of the goods on the website are for the sole purpose of giving an approximate description of the goods.
- 30. We may also change, suspend or discontinue any aspect of the website, including the availability of any features, information, database or content or restrict access to part or all of the website without notice or liability.

#### General

- 1. We may from time to time change, add or remove portions of these terms and conditions but if so it will post a notice of any such changes on the website.
- 32. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this agreement and the remainder of the provision in question will not be affected.
- 33. English law will apply to this agreement, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
- 34. The headings in this agreement are for convenience only and will not affect their interpretation.

## Queries and Complaints

- 35. We aim to respond to e-mail, faxed and written queries within 48hrs. Our customer services can answer telephone queries Monday to Friday in office hours.
- 36. In respect of complaints, we will consider the nature of the complaint and will contact you within 21 days of the complaint giving you the result of the enquiries and what we proposes should be done.

## **Multiple Currencies**

37. We accept only the currency of the United Kingdom (Pound sterling).

# **Overseas Orders**

38. We are able to ship to international addresses, although certain restrictions may apply. Standard charges of £10 will apply per order, although we reserve the right to change this if deemed necessary. You may be subject to additional import duties or taxes. The Wild Olive Soap Company cannot be responsible for any such charges.  $^{\prime}$