

The Tidy Coo Terms and Conditions for Goods

1. DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods and/or Services from the Supplier;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Supplier and the Buyer for the sale and purchase of Goods and/or Services incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Supplier;
- 1.5 "Services" means the services that the Buyer agrees to buy from the Supplier;
- 1.6 "Supplier" means The Tidy Coo, Cowhill Farmhouse, Rothienorman, Inverurie, AB51 8UX.
- 1.7 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Supplier;
- 1.8 "Website" means www.thetidycoo.com.

2. CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods and/or Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 2.5 Any special conditions applying to the provision of the Services are set out in the Schedule to this agreement.
- 2.6 Any complaints should be addressed to the Supplier's address stated in clause 1.6.

3. ORDERING

- 3.1 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock this will be detailed clearly on the Website.
- 3.3 Where the Goods are available for Pre-Order, this will be detailed clearly on the Website and the Goods will be dispatched as soon as they are available.

4. PRICE AND PAYMENT

- 4.1 The price of the Goods and/or Services shall be that stipulated on the Website. The price is inclusive of VAT. Where applicable, the price excludes delivery charges.
- 4.2 The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.
- 4.3 After the order is received the Supplier shall confirm by email the details, description and price for the Goods and/or Services together with information on the right to cancel if the Buyer is a Consumer.
- 4.4 Payment of the price plus VAT and delivery charges, if applicable, must be made at the time of order.
- 4.5 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of any Service or further deliveries of Goods until payment has been received.

5. RIGHTS OF SUPPLIER

- 5.1 The Supplier reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Buyer places an order.
- 5.2 The Supplier reserves the right to withdraw any Goods and/or Services from the Website at any time.

5.3 The Supplier shall not be liable to anyone for withdrawing any Goods and/or Services from the Website or for refusing to process an order.

6. DELIVERY

6.1 Goods supplied within the UK will normally be delivered within 7 working days of acceptance of order.

6.2 Goods supplied outside the UK will normally be delivered within 15 working days of acceptance of order.

6.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.

6.4 The Supplier shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Supplier shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

6.5 Delivery of the Goods shall be made to the Buyer's address or alternative address as specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.6 Risk in the Goods shall pass to the Buyer upon delivery of the Goods, or where the Buyer fails to take delivery at the agreed time, at the time delivery was attempted.

6.7 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

7. CANCELLATION AND RETURN

7.1 The Buyer may cancel any order for Goods for any reason up to the point of dispatch and any payments made by the Buyer shall be refunded in full within 28 days. The Buyer may cancel any Contract for Services at any time before seven working days has passed from the day after the Contract was made and any payments made by the Buyer shall be refunded in full within 28 days. If, however, the Supplier starts to perform its side of the Contract with the agreement of the Buyer before the Buyer exercises this right to cancel, the right to cancel is lost.

7.2 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Supplier by email within 7 working days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

7.3 Where a claim of defect or damage is made, the Goods shall be returned by the Buyer to the Supplier within 28 days of delivery. The Buyer shall be entitled to a replacement or a full refund (including delivery costs) plus any return postal charges if the Goods are in fact defective.

7.4 If you are a Consumer you have the right, in addition to your other rights, to cancel the Contract for Goods and receive a refund by informing the Supplier by email within 7 working days of receipt of the Goods. The right to cancel does not apply to contracts for the supply of software, audio or visual recordings.

7.5 Goods must be returned by the Buyer at the Buyer's expense within 28 days of cancellation in the original packaging and should be adequately insured during the return journey. The Buyer will receive a refund of all monies paid for the Goods (including delivery charges, if any) except for return postal charges. If the Buyer fails to return the Goods following cancellation, the Supplier shall be entitled to deduct the cost of recovering the Goods from the Buyer.

7.6 Goods to be returned must clearly show the order number obtained from the Supplier on the package.

7.7 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

8. LIMITATION OF LIABILITY

Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and/or Services and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

9. WAIVER

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

10. FORCE MAJEURE

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, lockdowns, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations.

11. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

12. CHANGES TO TERMS AND CONDITIONS

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

13. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.