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The Curtain House, Arran

www.arrancurtainhouse.com

Terms of Sale

17th December 2009

Terms of Sale

(1) Introduction

Please read these Terms of Sale carefully.

You will be asked to expressly agree to these Terms of Sale before you place an order for products from our website.

(2) Interpretation

In these Terms of Sale, "we" means The Curtain House, Arran (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer for products (and "your" will be construed accordingly).

(3) Order process

The advertising of products on our website constitutes an "invitation to treat"; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase products from us, you will need to take the following steps: (i) you must add the products you wish to purchase to your shopping basket, and then proceed to the checkout; (ii) if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; (iii) once you are logged in, you must select your preferred method of delivery and confirm your order and your consent to these Terms of Sale; (iv) you will be transferred to the PayPal website, and PayPal will handle your payment; (v) we will then send you an initial order acknowledgement by email; and (vi) once we have checked whether we are able to meet your order, we will either send you an update by email stating that your order has been despatched (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.

We will not file a copy of these Terms of Sale specifically in relation to your order. We may update the version of these Terms of Sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these Terms of Sale for your records.

The only language in which we provide these Terms of Sale is English.

Before you place your order, you will have the opportunity of identifying whether you have made any input errors by reviewing the contents of your shopping basket before proceeding to the checkout and again before finally confirming your order and making payment. You may correct those input errors at either stage before placing your order by amending the contents of your basket and by using the appropriate "edit" button respectively.

(4) The products

The products are as described on our site, <http://www.arrancurtainhouse.com>

(5) Price and payment

Prices for products are quoted on our website. The website contains a large number of products and it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of our sale procedures so that a product's correct price will be stated when you pay for the product.

In addition to the price of the products, you may have to pay a delivery charge, which will be as stated when you pay for the product.

Payment must be made upon the submission of your order. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

The prices on the website include all value added taxes (where applicable).

Payment for all products must be made by PayPal or any method detailed on the website from time to time.

Prices for products are liable to change at any time, but changes will not affect contracts which have come into force.

(6) Your warranties

You warrant to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these Terms of Sale;
- (b) the information provided in your order is accurate and complete;
- (c) you will be able to accept delivery of the products; and
- (d) you are resident in the United Kingdom.

(7) Delivery policy

We will arrange for the products to be delivered to the address for delivery indicated in your order.

We will use reasonable endeavours to despatch the products on or shortly after the date we send you a despatch notification email. However, we cannot guarantee delivery by any specific date. We do however guarantee that unless there are exceptional circumstances all deliveries of products will be despatched within 30 days of the later of receipt of payment and the date of our despatch notification email.

We will only deliver products within the United Kingdom.

(8) Risk and ownership

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you upon the later of:

- (a) delivery of the products; and
- (b) receipt by us of full payment of all sums due in respect of the products (including delivery charges).

We will be entitled to recover payment for the products even where ownership has not passed to you.

(9) "Cooling off" period

You may cancel a contract to purchase a product or products at any time within 7 working days after the day you received the relevant products or products (subject to the limitations set out below).

You will not have any such right insofar as a contract relates to: (i) the supply of any products which constitute audio or video recordings or computer software which have been unsealed by you; (ii) the supply of products the price of which is dependent upon fluctuations in financial markets which we cannot control; (iii) the supply of newspapers, periodicals or magazines; (iv) the supply of goods made to your specifications or clearly personalised; or (v) the supply of goods which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly.

If you cancel a contract on this basis, you must inform us in writing and return the products to us immediately, in the same condition in which you received them. Products returned by you in accordance with this Section will be refunded in full (including the cost of sending the products to you). However, you will be responsible for paying the cost of returning the product to us.

If you cancel a contract on this basis and you do not return the products to us, we may recover the products and charge you for the costs we incur in doing so. Similarly, if you return the products at our expense, we may pass that expense on to you.

(10) Statutory rights

Nothing in these Terms of Sale affects your statutory rights (including your right to receive a refund in respect of any defective product we sell to you).

(11) Refunds

If you cancel a contract and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your valid notice of cancellation.

(12) Limitations and exclusions of liability

Nothing in the Terms of Sale will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit or exclude any liability of a party under Section 12, 13, 14 or 15 of the Sale of Goods Act 1979 or Part I of the Consumer Protection Act 1987; (d) limit any liability of a party in any way that is not permitted under applicable law; or (e) exclude any liability of a party that may not be excluded under applicable law. Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the Terms of Sale.

The limitations and exclusions of liability set out in this Section and elsewhere in the Terms of Sale: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the Terms of Sale or in relation to the subject matter of the Terms of Sale, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of any event or series of events beyond our reasonable control.

We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

(13) General terms

Images of products on our website are for illustrative purposes; actual products may differ from such images.

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our Privacy Policy; use of our website will be subject to our website Terms of Use. Both policies are available on our website.

Contracts under these Terms of Sale may only be varied by an instrument in writing signed by both you and us. We may revise these Terms of Sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these Terms of Sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these Terms of Sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these Terms of Sale.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these Terms of Sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these Terms of Sale, at any time – providing such action does not serve to reduce the guarantees benefiting you under these Terms of Sale.

Each contract under these Terms of Sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under

such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section 12: these Terms of Sale contain the entire agreement and understanding of the parties in relation to the purchase of products from our website, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website; and each party acknowledges that no representations not expressly contained in these Terms of Sale have been made by or on behalf of the other party in relation to the purchase of products from our website.

These Terms of Sale will be governed by and construed in accordance with English law, and the courts of England and Wales will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these Terms of Sale.

(14) About us

Our full name is The Curtain House, Arran

Our principal trading address is:

The Curtain House, Arran
Hunterston Shop Unit
Lamlash
Isle of Arran
KA27 8JN

wherein The Proprietor, Ms Janelle Paton trades as a Sole Trader.

Our email address is sales@arrancurtainhouse.com. Our telephone number is 01770 600723.