

Website terms and conditions of sale

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

Right to cancel - goods

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

Right to cancel - digital content

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 provide you with 14 days to change your mind and cancel the purchase and get a full refund on your digital content. You do not have this right to cancel once a download has started provided you have been told this and have acknowledged this.

Your Consumer Rights - goods

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

- up to 30 days: if your goods are faulty, then you can get a refund;
- up to six months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases;
- up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

Your Consumer Rights - digital content

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement;
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some, or all of your money back;
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- *We, us or our*

means SIMPLY CROSS STITCH LTD

References to us in these Terms also includes any group companies which we may have from time to time.

- *Our site or our website*

refers to the site on which these terms and conditions are displayed, including, but not limited to the following websites:

www.simplycross-stitch.com

- *You or your*

means the person accessing or using our site to make purchases from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- e-mail: karen@simplycross-stitch.com, or
- telephone: +44 07799068421

Please note, calls will be answered at the following times:

Monday - Friday 0900 - 1700

We may record calls for quality and training purposes.

Who we are

We are a company registered in the United Kingdom with company registration number 12833887 and our registered office is at:

Tempsford Mill
Tempsford Road

BLUNHAM
MK44 3NU

The details of this contract will not be filed with any relevant authority by us.

Terms and Conditions of Sale

A. Introduction

1. These terms and conditions apply to any sale of goods or digital content on our site. If you buy goods or digital content on our site you agree to be legally bound by this contract and the terms and conditions contained herein.
2. This contract is only available in English. No other languages are available for this contract.
3. When buying any goods or digital content on our site you also agree to be bound by:
 - (a). our terms and conditions of use and any documents referred to therein;
 - (b). our SIMPLY CROSS STITCH MEMBERS terms and conditions and any documents referred to in them, if you are a member of such;
 - (c). extra terms which may add to, or replace some of, this contract. This may happen for the following reasons:

Legal changes require updates or circumstances beyond our control

We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply;
 - (d). specific terms which apply to certain goods or digital content. If you want to see these specific terms, please visit the relevant webpage for the goods or digital content.All these documents form part of this contract as though set out in full here.

B. Information we give you

1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

- (a). navigate to the following page: www.simplycross-stitch.com;
- (b). read the Confirmation email that will be sent to you when you have ordered goods or digital content (see clause below); or
- (c). contact us using the contact details at the top of this page.

2. The key information we give you by law forms part of this contract (as though it is set out in full here).

3. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

C. Ordering from us

1. Here we set out how a legally binding contract between you and us is made.

2. You place an order on our site by doing the following:

The user adds products to a basket and then clicks the basket to proceed to checkout. Finally, the user completes the process and clicks 'pay now' to confirm the order.

3. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

4. Before you place any order for digital content you must check that the hardware and software requirements of your computer or device mean that you can download the digital content. If required please contact us for assistance.

5. When you place your order at the end of the online checkout process (e.g. when you confirm payment), we will acknowledge it by Email. This acknowledgement does not, however, mean that your order has been accepted.

6. We may contact you to say that we do not accept your order. This is typically for the following reasons:

- (a). the goods or digital content are unavailable;
- (b). we cannot authorise your payment;
- (c). you are not allowed to buy the goods or digital content from us;
- (d). we are not allowed to sell the goods or digital content to you;
- (e). the number of goods or digital content you have ordered is too large; or

(f). there has been a mistake on the pricing or description of the goods or digital content.

7. We will only accept your order when we send you an Email to confirm this (Confirmation Email). At this point:

(a). a legally binding contract will be in place between you and us; and

(b). your order will be fulfilled and your content will be automatically downloaded.

8. If you are under the age of 18 you may buy any goods or digital content from our site. However, in some cases you may not be able to buy certain goods or digital content because you are too young. If so this will be set out on the relevant webpage for the goods or digital content concerned.

D Right to cancel this contract

1. You have the right to cancel this contract within 14 days without giving any reason.

2. The cancellation period will expire after 14 days from the day:

(a). on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of any goods, in the case of a sales contract;

(b). on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good purchased, in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately;

(c). on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece of any purchased goods, in the case of a contract relating to delivery of a good consisting of multiple lots or pieces;

(d). on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good purchased, in the case of a contract for regular delivery of goods during a defined period of time.

3. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To:

SIMPLY CROSS STITCH LTD

Tempsford Mill

Tempsford Road

BLUNHAM

MK44 3NU

karen@simplycross-stitch.com

I/We* hereby give notice that I/We* cancel my/our* contract of sale of the following goods */the supply of the following service *,

Ordered on */received on *,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

* Delete as appropriate

4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

E. No right to cancel this contract once downloading of any purchased digital content starts

When you buy the digital content:

(a). you have no right to cancel this contract once the downloading of it starts;

(b). you must read the following statement (which will be presented to you), agree to it, and tick the relevant box when buying the digital content: 'I hereby consent to immediate performance of this contract when clicking on the 'pay now' button and acknowledge that I will lose my right of withdrawal from the contract once the automatic download of the digital content has begun'.

F. Effects of cancellation

1. If you cancel this contract in accordance with these terms and conditions, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

2. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

3. We will make the reimbursement without undue delay, and not later than:

- (a). 14 days after the day we received back from you any goods supplied; or
- (b). (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
- (c). if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

4. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5. If you have received goods:

- (a). you shall, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us, send back the goods or hand them over to us
- (b). the deadline shall be met if you send back the goods before the period of 14 days has expired;
- (c). you will have to bear the direct cost of returning the goods;
- (d). you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

G. Download of digital content

1. Once you have paid for your order and received the Confirmation email the digital content will download automatically.

2. We may deliver your digital content in instalments. If you have any queries as to whether this is the case please consult the information provided at the time of purchase or contact us for further information.

3. If something happens which:

- (a). is outside of our control; and
- (b). affects you being able to download the digital content;

we will make the digital content available for download as soon as we can. If your computer or device blocks the automatic download of the digital content or the automatic download does not start, you may still have the right to cancel the contract.

H. Permission to use digital content

1. When you buy any digital content and download it, you will not own it. Instead we give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to this contract.

2. The digital content:

(a). is personal to you. You can use it wherever you want in the world but only if you comply with local laws;

(b). is non-exclusive to you. We may supply the same or similar digital content to other users;

(c). may be used only on 3 computers or devices;

(d). may not be:

I. copied by you except for a reasonable number of necessary back-ups;

II. changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);

III. combined or merged with, or used in, any other computer program; or

IV. distributed or sold by you to any third party;

(e). contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.

3. Except where you have permission to use the digital content under this clause, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.

I. Delivery of goods

1. The estimated date and time window for delivery of the goods is set out in the Confirmation Email.

2. If something happens which:

(a). is outside of our control; and

(b). affects the estimated date of delivery;

we will let you have a revised estimated date for delivery of the goods.

3. Delivery of the goods will take place when we deliver them to the address that you gave to us.

4. We may be unable to deliver the goods if we are unable to properly identify you. Please be prepared to provide a form of ID (passport or photocard driving licence) on delivery of goods.

5. Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

(a). let you know;

(b). cancel your order; and

(c). give you a refund.

6. If nobody is available to take delivery, please contact us using the contact details at the top of this page.

7. You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

8. We may deliver your goods in instalments. To check if your goods may be delivered in this way, click on the check the delivery details during the online checkout process.

J. Payment

1. We accept the following means of payment:

Visa, Mastercard

2. We will do all that we reasonably can to ensure that all of the information you give us when paying for goods or digital content is secure by using an encrypted and secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

3. Your credit card or debit card will only be charged when you confirm your order.

4. All payments by credit card or debit card need to be authorised by the relevant card issuer. From time to time we may also use extra security steps via Verified by

Visa, Mastercard®SecureCode™ or equivalent services.

5. If your payment is not received by us and you have already received any goods, you:

- (a). must pay for such goods within 30 days; or
- (b). must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.

6. If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

7. Nothing in this clause affects your legal rights to cancel the contract during any applicable 'cooling off' period detailed under the Clauses entitled 'Right to Cancel this Contract ' and 'Effects of Cancellation ' above.

8. The price of the goods or digital content:

- (a). is in pounds sterling (£)(GBP);
- (b). includes VAT at the applicable rate; and
- (c). does not include the cost of:
 - I. delivering the goods (delivery options and costs will be provided before you place your order); or
 - II. any carrier bags (which cost a minimum of 5p) each).

9. If you are a member of 'SIMPLY CROSS STITCH MEMBERS', and are completing a purchase which qualifies for the scheme, you will need to confirm the required information to qualify for any member benefits during the online checkout process. Please note that not all purchases may qualify for the scheme (please consult the SIMPLY CROSS STITCH MEMBERS terms and conditions for further information).

K. Nature of goods

1. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

- (a). are of satisfactory quality;

- (b). are fit for purpose;
- (c). match the description, sample or model; and
- (d). are installed properly (if we install any goods).

2. We must provide you with goods that comply with your legal rights.

3. The packaging of the goods may be different from that shown on our site.

4. While we try to make sure that:

(a). all weights, sizes and measurements set out on our site are as accurate as possible, there may be a small tolerance of up to 1% in such weights, sizes and measurements; and

(b). the colours of our goods are displayed accurately on our site, the actual colours that you see on your computer may vary depending on the monitor that you use.

5. Any goods sold:

(a). at discount prices;

(b). as remnants; or

(c). as substandard;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

6. If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:

(a). we will let you know if we intend to do this but this may not always be possible; and

(b). you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

L. Nature of digital content

1. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that the digital content:

- (a). is of satisfactory quality;
 - (b). is fit for purpose; and
 - (c). matches its description.
2. We must provide you with digital content that complies with your legal rights.
3. When we supply the digital content:
- (a). we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content;
 - (b). we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our website; and
 - (c). you acknowledge that there may be minor errors or bugs in it.

M. Faulty goods or digital content

1. Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:
- (a). contact us using the contact details at the top of this page; or
 - (b). visit the Citizens Advice website www.citizensadvice.uk.
2. Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
3. Please contact us using the contact details at the top of this page, if you want:
- (a). us to repair the goods or digital content;
 - (b). us to replace the goods or digital content;
 - (c). a price reduction; or
 - (d). to reject the goods or digital content and get a refund.
4. To avoid faults happening with any digital content, you must:
- (a). install any fixes, updates, upgrades, new releases and new versions that are made available to you as soon as reasonably possible after we tell you that they

are available to be downloaded;

(b). use it only on the recommended third party software and equipment set out in the guide to its use or on our website; and

(c). follow any other guidance given by us to you when undertaking the purchase, or contained within the Confirmation email.

N. End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

O. Limit on our responsibility

1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:

(a). losses that:

(I). were not foreseeable to you and us when the contract was formed; or

(II). that were not caused by any breach on our part;

(b). business losses; and

(c). losses to non-consumers.

P. Indemnity and insurance

1. You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under this contract.

2. You shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover your obligations under this contract. On request, you shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

Q. Limitation of liability

1. The extent of the parties' liability under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

2. Subject to the sub-clauses below (entitled 'Exceptions'), our total liability shall not exceed the sum of £100.

3. Subject to sub-clauses below (entitled 'Exceptions'), we shall not be liable for consequential, indirect or special losses.

4. Subject to sub-clauses below (entitled 'Exceptions'), we shall not be liable for any of the following (whether direct or indirect):

- (a). loss of profit;
- (b). loss or corruption of data;
- (c). loss of use;
- (d). loss of production;
- (e). loss of contract;
- (f). loss of opportunity;
- (g). loss of savings, discount or rebate (whether actual or anticipated); or
- (h). harm to reputation or loss of goodwill.

Exceptions

5. The limitations of liability set out above shall not apply in respect of any indemnities given by either party under this Contract.

6. Notwithstanding any other provision of this Contract, the liability of the parties shall not be limited in any way in respect of the following:

- (a). death or personal injury caused by negligence;
- (b). fraud or fraudulent misrepresentation;
- (c). any other losses which cannot be excluded or limited by applicable law;
- (d). any losses caused by wilful misconduct.

R. Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

S. Disputes

1. We will try to resolve any disputes with you quickly and efficiently.

2. If you are unhappy with:

(a). the goods or digital content;

(b). our service to you; or

(c). any other matter;

please contact us as soon as possible.

3. If you and we cannot resolve a dispute using our complaint handling procedure, we will:

(a). let you know that we cannot settle the dispute with you; and

(b). consider the need for Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaint.

4. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

5. The laws of England and Wales will apply to these Terms.