

TERMS AND CONDITIONS

1. Name of supplier

Jenny Blade trading as Fleggybobs ('we' or 'us' in these terms and conditions) shall be supplying the goods to you.

2. What is to be provided to you by us

We and you have agreed that we will supply to you the goods described on the Customer Order Form.

3. Price (and VAT)

The price for the items is as stated on the Customer Order Form (inclusive of VAT). If you are making payment by cheque then payment should be from a UK bank, with the cheque being made out to us and crossed 'A/C payee only'.

4. When payment is to be made

You will need to make payment at the time you place your order. Please note that we will not be able to deliver the items until we have received payment (and this means that where you have paid by cheque or by credit or debit card, the funds have reached our bank account).

5. Delivery

If we agree to deliver the items the cost of delivery will be as stated on the Customer Order Form.

6. When delivery will be made

Our aim is to deliver the goods or to notify you that the goods are available for collection (as applicable) within 30 days of acceptance of your order. It will not always be possible to do this, and we and you agree that we cannot guarantee we will deliver or notify you that the goods are available for collection within 30 days.

7. Cancellation rights

- 7.1. You can cancel this contract within 7 days of your receiving the items. The 7 day period starts on the day after you receive the items.
- 7.2. If you wish to return the items you must send them to us. You must pay the cost of returning the items to us. Alternatively we can collect the items from you, but you will have to pay the cost of us collecting the goods.
- 7.3. To cancel the contract you will need to send a letter to us. You can send the letter by post, email or facsimile or by personal delivery. Contact details for where to send the letter are set out overleaf. If you cancel the contract orally, you will need to confirm the oral cancellation in writing and send it to us by one of the means just specified.
- 7.4. You cannot cancel this contract where you unseal or break the seal of any items which are audio products (eg compact disks) video products (eg VHS videos or DVDs) or computer software.

8. Contact details

If you have any complaints about the goods or any aspect of the way we have dealt with your order please contact us by writing to the address on the order form.

9. Alternative goods or services

From time to time it may not be possible to supply the items that you have ordered. If this occurs we may provide substitute items of an equivalent quality and price to those we are unable to provide. If you choose to cancel the contract we will be responsible for the cost of returning the substitute goods.

10. Guarantee

We provide the following guarantee for the items that you have ordered from us: we guarantee that the product will be free from any defects for 12 months from the date of purchase. If the product has a defect within this period you can choose whether to have it replaced or repaired subject to the following sentence. If the defect is minor in our reasonable opinion and you selected to have the product replaced we reserve the right to repair the item instead of replacing it. Your statutory rights are not affected by this guarantee.

11. Ownership of goods

We shall own the goods until we have received payment in full from you even though the goods may have been already delivered to you. Where you have paid by cheque or credit or debit card, 'payment in full' means that the funds have reached our bank account.

12. Limitation of liability

- 12.1. If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of the delivery of the goods in question.
- 12.2. If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the goods.
- 12.3. If you notify a problem to us under this condition our only obligation will be, at your option:
 - (a) to make good any shortage or non-delivery
 - (b) to replace or repair any goods that are damaged or defective or
 - (c) to refund to you the amount paid by you for the goods in question in whatever way we choose.

Except as precluded by law we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 12.3(c) above.

- 12.4. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.
- 12.5. Notwithstanding the terms above nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

13. General

- 13.1. These terms and conditions set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any salesperson agent employee director or other representative on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Except for fraud or fraudulent misrepresentation we shall have no liability for any such representation being untrue or misleading.
- 13.2. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.
- 13.3. We may assign or otherwise deal with the benefit and burden of this contract without your consent.
- 13.4. The validity construction and performance of this contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which you and we submit.