

**TERMS AND CONDITIONS OF SALE
(CONTRACT)**

1. CONTRACTUAL AGREEMENT

1.1. These terms and conditions will be referred to as 'the contract' or 'this contract'.

1.2. In this contract, 'we', 'our', and 'us' means:

SAFEGUARDING EVERY DAY LTD (a company)

with the company registration number: *14467696*

and with the registered address of:

*34 Farnborough Avenue
South Croydon
CR2 8HD*

1.3. The other party to the contract shall be referred to as 'you' or 'your' and shall mean any person purchasing goods and services as a consumer in accordance with the contract.

1.4. This contract does not apply if you are purchasing goods and services from us in the course of business.

1.5. This contract sets out our terms and condition of sale which you are bound by in connection with any goods and services which you purchase from us at:

SAFEGUARDING EVERY DAY LTD

(Sale Location)

1.6. If you buy goods and services from the Sale Location, you agree to be bound by this contract.

1.7. The contract confirms your legal rights and responsibilities and our legal rights and responsibilities.

1.8. We may need to amend terms or add terms to this contract, for example where we are required to do so by legal or regulatory requirements. We will notify you should this be the case.

1.9. Please read the contract carefully and ensure that you understand it, before making your purchase.

1.10. If you have any questions about the contents of this contract or goods and services to which the contract relates, you can contact us via telephone on:

1.11. You can also contact us via email on: safeguardingeveryday@gmail.com

1.12. If you wish to make a complaint, you should:
safeguardingeveryday@gmail.com

2. YOUR KEY RIGHTS

2.1. Please see below a summary of your legal rights as a consumer. These rights should be read in conjunction with the terms and conditions below.

Goods bought in a shop

The Consumer Rights Act 2015 requires that goods must be:

- (a). as described
- (b). fit for purpose; and
- (c). of satisfactory quality.

During the expected lifespan of your product, you:

- (a). are entitled to a full refund for a period of up to 30 days, if your goods are faulty;
- (b). are entitled to a full refund for a period of 6 months, if your goods cannot be repaired or replaced (in most cases); and
- (c). may be entitled to some money back for a period of up to 6 years, if your goods do not last a reasonable length of time.

You don't have a statutory right to a refund or replacement because you change your mind. Our full returns policy can be located: **AT THE BOTTOM OF THE CHECKOUT PAGE BEFORE COMPLETING PAYMENT**

Services paid for in a shop

The Consumer Rights Act 2015 states in relation to the standard of services that:

- (a). services must be carried out with reasonable care and skill; and
- (b). you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill; and
- (c). where a service is not carried out with reasonable care and skill and we can't fix it, you can ask for some money back.

The Consumer Rights Act 2015 states in relation to the price and timeframe for services that:

(a). you must be asked to pay a reasonable price for services, where a price hasn't been agreed in advance; and

(b). services must be carried out within a reasonable timeframe where a time hasn't been agreed in advance.

2.2. We are also required by law, under *the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*, to provide you with information, which will be specific to your purchase. We will typically provide this to you in-store before you make your purchase. This information be treated as though it forms part of this contract.

3. ORDERS

3.1. We may sometimes provide you with a written or verbal quotation in respect of goods and services. Any such quotation does not constitute a legal offer to supply the goods and will not create a contractual sale agreement between us.

3.2. You offer to buy goods and services from us when you **place your order**. An order must be placed by you in-store by: ORDER VIA WEBSITE OR EMAIL (IF TRAINING REQUESTS)

3.3. Upon receipt of your order, we will **acknowledge** this at the Sales Location by sending an acknowledgement email to you.

3.4. We will **accept** your order in writing at the Sales Location by sending an acknowledgement email to you.

3.5. Once we accept your order:

3.5.1. An order number will be provided to you; and

3.5.2. the contract will come into existence; and

3.5.3. we will arrange for the performance of the services and for the goods delivered to you.

4. CANCELLATION

4.1. There are certain circumstances where we may not be able to accept your order. For example this would include, but is not limited to, the following situations:

4.1.1. your payment method has been declined; or

4.1.2. we no longer have the product in stock; or

4.1.3. we are unable to perform the services for reasons beyond our control;

4.1.4. we are unable to sell the goods and/or perform the services because of a relevant legal or regulatory requirement.

5. DELIVERY

5.1. There will be circumstances where we agree to deliver goods to you.

5.2. Information about delivery, including the services which may be used and costs, will be made available to you in-store before placing your order.

5.3. You will specify any relevant delivery choice when you place your order and you will also specify a delivery address.

5.4. Once we accept your order, we will provide the relevant delivery information, including tracking details (where applicable) via the method specified in **clause 3.4**.

5.5. If we cannot deliver your goods within 30 days of the date we accepted your order in accordance with **clause 3.4**, we shall notify you and you shall have the following options available to you:

5.5.1. you may cancel your order (thereby terminating the contract) and receive a full refund; or

5.5.2. you may provide your written agreement to continue with the order and may agree to receive the goods as soon as they can be delivered.

6. PERFORMANCE OF SERVICES

6.1. We will ordinarily agree upon a time period within which we will perform services before you place your order.

6.2. If no time for the performance of any services has been agreed upon between us, we will be required to carry out the services within a reasonable time.

6.3. If we cannot perform the services within 30 days of the date we accepted your order in accordance with **clause 3.4**, we shall notify you and you shall have the following options available to you:

6.3.1. you may cancel your order (thereby terminating the contract) and receive a full refund; or

6.3.2. you may provide your written agreement to continue with the order and may agree to receive the services to be performed as soon as possible.

7. TRANSFER OF RISK

7.1. You assume the full risk in and responsibility for goods once they are delivered to the address specified in your order.

8. PAYMENT

8.1. The price of your order (or otherwise the manner in which the cost shall be calculated), will be provided to you before you place your order.

8.2. Prices shall always be provided to you inclusive of VAT.

8.3. We accept the following payment methods:

1. credit or debit cards
2. PayPal

8.4. You must pay in full for your order when you place it. We will take payment from you at the time of placing your order.

8.5. If for any reason your payment is not processed, you must ensure that payment is made as soon as is reasonably practicable and in any event by no later than 30 days from the date of your order being accepted.

8.6. If you fail to make payment, we may charge interest on any sums due after the due date at the rate of 4% above the base rate of the Bank of England (as fixed at the due date).

8.7. If the contract is ended (howsoever caused), your obligation to pay all money owed in accordance with the contract shall survive termination.

9. FAULTY GOODS AND SERVICES

9.1. The law imposes specific obligations on us and provides specific rights to you as the consumer in relation to goods and services (see **section 2**).

9.2. The goods shall not fall short of the standards required by law, but please take note that, in certain circumstances, there may be subtle and minor differences between the goods you receive and those seen in-store or advertised to you. Examples of such circumstances include:

9.2.1. Where the packaging of the goods has been updated in a manner which does not impact the form and function of the goods;

9.2.2. where goods vary from pictures of them which are shown to you in-store as we cannot guarantee that printed pictures can always accurately reflect the true colour of goods;

9.2.3. where there are marginal differences in any weights and measurements of up to a reasonable tolerance of 5%.

9.3. If you believe that the good and/or services you receive from us are below the standard you are entitled to expect then you can raise this with us in the first instance by: EMAIL

9.4. If, having followed the above procedure, you still believe that you have been unable to obtain a satisfactory resolution, you are entitled to raise a formal complaint with us in accordance with the procedure outlined in **section 1**.

10. LIMITATION OF LIABILITY

10.1. We are not legally responsible for:

10.1.1. business losses or losses to non-consumers; and

10.1.2. losses which do not arise from our breach of the contract; and

10.1.3. losses which could not have been reasonably foreseen by us at the date of our entering into the contract with you.

10.2. Nothing in this section will limit our liability or legal responsibility in a manner which cannot be excluded by law.

11. YOUR PERSONAL INFORMATION

11.1. In order to provide goods and/or services to you, we will need to process your personal information.

11.2. We will only process your personal information in accordance with our privacy policy which can be located at: <https://www.safeguardingeveryday.org/general-4>

12. GOVERNING LAW AND JURISDICTION

12.1. The laws of England and Wales apply to this contract. If you are a resident elsewhere you may be entitled to the benefit of consumer protections from that jurisdiction.

12.2. Any disputes shall be subject to the non-exclusive jurisdiction of England and Wales. You can choose whether to bring a claim in England and Wales or, if you live in another part of the United Kingdom, you may bring a claim in the country in which you live.

13. THIRD PARTY RIGHTS

13.1. No one other than a party to this contract has any right to enforce a term of this contract or bring proceedings in relation to it.

13.2. If a person lawfully acquires the goods from you, you may transfer our guarantee to that person.

14. SIGNATURES

14.1. Our signature

SIGNED:

CATHERINE BENNETT (FOUNDER AND DIRECTOR)

FOR AND ON BEHALF OF SAFEGUARDING EVERY DAY LTD (A COMPANY)

DATED _____(DAY) _____ (MONTH) _____ (YEAR)

14.2. Your signature

SIGNED:

NAME (PRINT):

DATED _____(DAY) _____ (MONTH) _____ (YEAR)