

# Burbage Community Arts Festival (Trading as Burbage Festival) Terms and Conditions

Please read these terms and conditions of sale carefully before placing your order.

## Definitions

- 'BUYER' means the person who accepts a quotation of the Seller for the sale of the Goods and/or the Services or whose order for the Goods and/or the Services is accepted by the Seller.
- 'GOODS' means any goods (including any services such as admission to events) which the Seller is to supply in accordance with these Conditions
- 'SUPPLIER' means Burbage Festival.
- 'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller
- 'CONTRACT' means the contract for the purchase and sale of the Goods and/or the Services.
- 'SERVICES' means any services which the seller is to provide in accordance with these conditions
- 'WRITING' includes email and comparable means of communication.

## Terms

- **Basis of the Sale**
  - No contract exists between you and the Supplier for the sale of any goods until the Supplier has received and accepted your order and the Supplier has received payment in full (in cleared funds). Once the Supplier does so, there is a binding legal contract between us.
  - By way of clarification, an acknowledgement of your order will be sent to you when you place your order, but acceptance of your offer to buy the goods will not take place until after your payment is taken and you receive your acceptance notification. It is at this point that a binding legal contract is created and any contract is subject to these Terms and Conditions.
  - The contract is subject to your right of cancellation (see below).
  - The Supplier may change these terms of sale without notice to you in relation to future sales.
- **Description of the goods**
  - The description and price of the goods you order will be as shown on the Supplier's website at the time you place your order.
  - The goods are subject to availability. If on receipt of your order the goods you have ordered are not available, the Supplier will inform you as soon as possible.
  - Every effort is made to ensure that prices shown on the Supplier's website are accurate at the time you place your order. If an error is found, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or cancelling your order. If the Supplier does not receive an order confirmation within 14 days of informing you of the error, the order will be cancelled automatically. If you cancel the order, or if the order is cancelled automatically due to the expiry of the 14 day period, the Supplier will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- **Prices**
  - Prices are displayed in UK Pounds (£)
  - The Supplier has used all reasonable endeavors to ensure that prices for the goods are accurately set out on the web site but reserves the right to change the prices without notice at any time. Prices charged will be those prevailing when an order is accepted. Payment
    - Payment for the goods and delivery charges can be made by any method shown on the Supplier's website at the time you place your order. Payment shall be due before the delivery date and time for payment shall be a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately.
    - There will be no delivery until cleared funds are received.
    - Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.
- **Delivery**
  - The goods you order will be delivered electronically to the email address you give when you place your order.
  - The delivery time for orders is normally instant, but will otherwise be within 24 hours of order placement.
  - If delivery cannot be made to your email address for reasons not under the Suppliers control the Supplier will inform you as soon as possible and refund or re-credit you for any sum that as been paid by you or debited from your credit card for delivery. If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations the Supplier shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods. On exercising your right to cancel you shall be required to return the goods to the Supplier. Should you fail to return the goods, the Supplier reserves the right to deduct any direct costs incurred by the Supplier in retrieving the goods as a result of such failure.
  - Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible.

- **Risk/Title**
  - The goods are at your risk from the time of delivery.
  - Ownership of the goods shall not pass to you until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:
    - The goods and all other sums which are or which become due to the Supplier from you on any account.
    - The Supplier shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from the Supplier.
  
- **Cancellation**
  - You have the right to cancel the contract at any time up to the end of 7 working days after you receive the goods (see below).
  - To exercise your right of cancellation, you must give written notice to the Supplier by hand, post, fax, or email, giving details of the goods ordered and (where appropriate) their delivery.
  - Once you have notified the Supplier that you are cancelling the contract, the Supplier will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods.
  - Your rights to return goods are protected under the EU Distance Selling Directive which can be found at [www.hmso.gov.uk/si/si2000/20002334.htm](http://www.hmso.gov.uk/si/si2000/20002334.htm)
  
- **Limitation of Liability**
  - Subject to the Terms and Conditions, if you are a consumer the Supplier shall not be liable to you for any loss or damage in circumstances where:
    - there is no breach of a legal duty owed to you by the Supplier or by its employees or agents;
    - such loss or damage is not a reasonably foreseeable result of any such breach;
    - any increase in loss or damage resulting from breach by you of any term of this contract.
  - Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.
  
- **Data Protection**
  - The Supplier will take all reasonable precautions to keep the details of your order and payment secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorized access to information supplied by you.
  
- **Images**
  - Product images are for illustrative purposes only and may differ from the actual product.
  
- **Jurisdiction**
  - These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.
  
- **Credit Card Security**
  - When the order is placed at our website, credit card numbers are encrypted using 128 bit encryption, using a third party payment service provider. We do not hold credit card numbers on our server or records.
  
- **Contact Details**
  - Contact the Burbage Festival team via the "contact us" page on the website: [www.bcaf.net/contact-8](http://www.bcaf.net/contact-8)
  
- **Privacy Policy**
  - Burbage Festival does not disclose buyers' information to third parties other than when order details are processed as part of the order fulfillment. In this case, the third party will not disclose any of the details to any other third party.
  - Cookies are used on this shopping site to keep track of the contents of your shopping cart, to store delivery addresses if the address book is used. They are also used after you have logged on as part of that process. You can turn off cookies within your browser by going to 'Tools | Internet Options | Privacy' and selecting to block cookies. If you turn off cookies, you will be unable to place orders or benefit from the other features that use cookies.
  - Data collected by this site is used to:
    - a. Take and fulfill customer orders
    - b. Administer and enhance the site and service
    - c. Occasional emails about upcoming events

