

# Butty Mole Crafts

## Terms and Conditions

### 1. Overview

This agreement applies as between you, the User of this Website and Butty Mole Crafts, the owner(s) of this Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon sending an invoice of the order to a specified email address. These Terms and Conditions are effective as of 08/09/2020.

### 2. Age restriction

Persons under the age of 16 years should use this Website only with the supervision of an Adult. Personal information (including email addresses and names) used in either the website contact form or the order form must be provided by or with the permission of an Adult.

### 3. International Customers

Please be aware that United Kingdom consumer protection laws may not apply.

### 4. Intellectual Property

4.1 Subject to the exceptions in Clause 6 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Butty Mole Crafts, Our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.

4.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given our express written permission to do so.

### 5. Third Party Intellectual Property

5.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

5.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

### 6. Fair Use of Intellectual Property

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

## 7. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Butty Mole Crafts. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## 8. Use of Communications Facilities

8.1 When using the Contact form on the Website you should do so in accordance with the following rules.

8.1.1 You must not use obscene or vulgar language;

8.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

8.1.3 You must not submit Content that is intended to promote or incite violence;

8.1.4 It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;

8.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

8.1.6 You must not impersonate other people, particularly employees and representatives of Butty Mole Crafts or Our affiliates;

8.1.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".

8.2 You acknowledge that Butty Mole Crafts reserves the right to monitor any and all communications made to us or using our System.

8.3 You acknowledge that Butty Mole Crafts may retain copies of any and all communications made to us or using our Website.

8.4 You acknowledge that any information you send to us through our System may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

## 9. Goods, Pricing and Availability

9.1 Whilst every reasonable effort has been made to ensure that all graphical representations and descriptions of Goods available from us correspond to the actual Goods, We are not responsible for variations from such descriptions. This does not exclude Our liability for mistakes due to negligence on our part and refers only to minor variations of the correct Goods, not different Goods altogether. Please refer to Clause 15.1 for incorrect Goods.

9.2 Where appropriate, you may be required to select the required size, colour, design, quantity and other features of the Goods that you are purchasing.

9.3 We neither represent nor warrant that Goods will be available. Stock indications are not provided on the Website.

9.4 All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.

9.5 In the event that prices are changed during the period between an order being placed for Goods and us processing that order and taking payment, the price will remain the same as at the time of placing the order. If we suspect a price to be incorrect when receiving orders from a website, we reserve the right to modify the price on the invoice sent to the customer for the order. This means the total order price sent from the website may be different to what appears on an invoice.

## 10. Orders and Delivery

10.1 No part of this Website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by us sending to you an invoice for the order. Only once We have sent you an invoice will there be a binding contract between Butty Mole Crafts and you.

10.2 Order confirmations under sub-Clause 14.1 shall contain the following information: 11.2.1 Confirmation of the Goods ordered including any other relevant detail.

10.2.2 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;

10.3 If we, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will be refunded within 14 calendar days.

10.4 All Goods purchased by you will be delivered within 7-10 days from date payment received.

10.5 The risk in the Goods shall remain with Us until they come into your physical possession.

## 11. Returns Policy

Butty Mole Crafts aims to always provide high quality Goods that are fault free and undamaged. On occasion however, Goods may need to be returned. Returns are governed by these Terms and Conditions.

11.1 If you receive Goods which do not match those that you ordered, you should email us at: [info@buttymolecrafts.co.uk](mailto:info@buttymolecrafts.co.uk) within 3 calendar days of their arrival. You will be given the option to have the Goods replaced with those ordered or to be refunded through the payment method used by you when purchasing the Goods. Replacements will be issued upon our receipt of the returned Goods. We are fully responsible for paying shipment costs. Goods must be returned in their original condition with all packaging and documentation. The packaging does not need to be unopened. Refunds will be issued within 3 to 5 days and in any event no later than 30 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery cannot be refunded.

11.2 If Goods are damaged in transit and the damage is apparent on delivery, you should sign any applicable delivery note to the effect that the Goods have been damaged. To return the damaged Goods you should email us at: [info@buttymolecrafts.co.uk](mailto:info@buttymolecrafts.co.uk) within 3 calendar days of their arrival. We are fully

responsible for paying shipment costs. You will be given the option to have the Goods replaced or to be refunded through the payment method used by you when purchasing the Goods. Replacements will be issued upon our receipt of the returned Goods. Refunds will be issued no later than 30 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery and gift-wrapping cannot be refunded.

11.3 If any Goods you have purchased have faults when they are delivered to you, you should email us at: [info@buttymolecrafts.co.uk](mailto:info@buttymolecrafts.co.uk) within 3 calendar days of their arrival. . You will be given the option to have the Goods replaced or to be refunded through the payment method used by you when purchasing the Goods. We are fully responsible for paying shipment costs. Replacements will be issued upon Our receipt of the returned Goods. Refunds will be issued within 3 to 5 days and in any event no later than 30 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery and gift-wrapping cannot be refunded.

11.4 If you are a consumer based within the European Union, you have a statutory right to a "cooling off" period. This period begins once your order is complete and ends 14 calendar days after the Goods have been delivered to you. If the Goods are delivered to you in instalments, the 14 calendar day period begins on the day that you receive the final instalment. If you change your mind about the goods within this period, please inform Us within 14 calendar days of receipt. Goods must be returned to us within 14 calendar days of the day on which you inform Us that you wish to return the Goods. You are responsible for paying return shipment costs if Goods are returned for this reason. Refunds will be issued upon receipt of goods and in any event no later than 14 calendar days after you inform us that you wish to cancel under this provision and will include standard delivery charges. We regret that additional costs such as express delivery and gift-wrapping cannot be refunded. Additionally goods made to your specifications or that have been personalised cannot be refunded.

11.5 Butty Mole Crafts may not be able to accept returns under the cooling off period of the following types of Goods and/or taking into account the following circumstances:

11.5.1 Goods made to your specifications or that have been personalised e.g. embroidered cushions.

11.5.2 Goods which are sealed for health or hygiene reasons that have been unsealed after delivery.

11.5.3 Goods which are, after delivery, according to their nature, inseparably mixed with other items;

11.5.4 Any use or enjoyment that you may have already had out of the Goods beyond handling them to the extent necessary to establish the nature, characteristics and functioning of them (such as you would, for example, handle a display item in a shop). Please note that opening of packaging does not prevent you from returning Goods.

## 12. Privacy

12.1 Use of the Website is also governed by our Privacy Policy.

12.2 If you wish to opt-out of placing cookies onto your computer or device, please adjust your internet browser's settings to restrict cookies as detailed in your internet

browser's help menu. You may also wish to delete cookies which have already been placed. For instructions on how to do this, please consult your internet browser's help menu. However this will restrict the use of the site and you will not be able to place any orders.

### 13. How We Use Your Personal Information (Data Protection)

13.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

13.2 We may use your personal information to:

13.2.1 Provide Our Goods and services to you;

13.2.2 Process your payment for the Goods;

13.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.

13.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

13.4 We will not pass on your personal information to any other third parties, other than affiliates and payment gateways that require information to process the transaction) without first obtaining your express permission.

### 14. Disclaimers

14.1 We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our products or services.

14.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

14.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.

14.4 Whilst We use all reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

### 15. Changes to the Service and these Terms and Conditions

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If We are required to make any changes to these Terms and Conditions pertaining to the sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

### 16. Availability of the Website

16.1 The Website and any Service provided therein is provided "as is" and on an "as available" basis. We give no warranty that the Website or any Service will be free of defects and / or faults. To the maximum extent permitted by the law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

16.2 We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## 17. Limitation of Liability

17.1 To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk. This include use of the contact and ordering form. We accept no liability for financial loss as a result of lost information entered into the website. The website is secured using a TLS encryption protocol and we make every effort to ensure data is kept private and secure.

17.2 Nothing in these Terms and Conditions excludes or restricts

Butty Mole Crafts liability for death or personal injury resulting from any negligence or fraud on the part of Butty Mole Crafts.

17.3 Nothing in these Terms and Conditions excludes or restricts Butty Mole Crafts liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.

17.4 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## 18. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## 19. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## 20. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Butty Mole Crafts.

## 21. Communications

21.1 All notices / communications shall be given to us either by post to Our Premises (see address above) or by email to [info@buttymolecrafts.co.uk](mailto:info@buttymolecrafts.co.uk). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

## 22. Law and Jurisdiction

These terms and conditions are governed by and construed in accordance with the laws of United Kingdom and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.