

## **The Victorian School**

### **Terms and Conditions of Trading**

Please read these terms carefully, and print and keep a copy of them for your reference.

#### **About Us**

This website is owned and operated by Stephen and Irene Clark trading as Paradox and Victorian School. Our address is Higher Marsh Farm, Dunster, Minehead TA24 6PH

If you need to contact us, please e-mail us at [admin@VictorianSchool.co.uk](mailto:admin@VictorianSchool.co.uk) or call us on 01643 822035.

Our VAT number is 728990386

#### **Making a contract with us**

When you place an order with us, you are making an offer to buy goods. We will send you an e-mail to confirm that we have received your order.

In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this.

We reserve the right to decline any order without giving any reason. If this happens we will make a full refund at the earliest opportunity.

We will notify you by email when we have accepted your order and we are ready to despatch the goods.

If the goods are not available, we will not supply you with substitute goods. We may contact you to suggest other goods that might meet your requirements, but if you choose to order those they will form a new and separate contract.

We will make a full refund of any goods that we cannot supply within a reasonable time. We will do our best to contact you to inform you of any delay.

#### **How to place order**

The instructions on how to place an order are given on our website. In the event that you make a mistake in your order you should contact us as soon as possible by email or telephone.

#### **Delivery**

The delivery charges are calculated when you place an order on our website and can be seen by going to the shopping cart page. If the goods fall outside of standard delivery, for example to countries overseas, then we will quote a price for delivery.

Goods are usually sent out by within 1-2 working days of receipt of order (and payment if applicable), and delivery will follow usually two to five working days after that. We do offer a fast delivery option, where we will send out goods the same working day or the next working day, depending on the time we receive the order, and that is sent by an overnight carrier. Customers are advised to discuss their options if they need very fast delivery. We will always do our best to meet deadlines.

If the goods are lost or damaged in transit, please let us know promptly.

### **Cancellation and returns**

This policy does not apply to the following goods, which are exempt from the right to cancel: goods which are sent out on hire. These are subject to separate hire conditions.

You can cancel your contract at any time up to 7 working days after the day of delivery. To do this, please e-mail us or write to us. If you do not contact us within 7 days you forfeit your right to cancellation. You must not return goods until you have sent us this notice and we have provided you with return instructions.

You do not have to give any reason for cancellation. However, a brief explanation will help us to improve the service we offer to customers in the future.

Goods that are returned should be sent back with the returns document that we supply, so that the item can be identified and your refund processed promptly.

**If you cancel, you must return the goods to us at your own expense.** You must ensure that the goods are packaged adequately to protect against damage.

If you fail to return the goods, we will collect them, and we will charge you the direct cost of collection. If you fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, we will charge you for the reduction in value.

This cancellation policy does not affect your legal rights — for example, if goods are faulty or misdescribed.

The rights of business customers does not include the automatic right to return goods.

### **Faulty goods**

If there is a problem with the goods, please contact us. We will deal with the matter in accordance with your legal rights.

### **Security**

All credit card information is processed on secure servers. We process payments through Barclays epdq and Paypal. You can check for secure pages by the padlock symbol and by the web address which begins https:\\

### **Data Privacy**

We do not share your data with anyone else except where it is essential in the processing of your order or if required to do so by UK Governing Law. Cookies are used on our site to enable the shopping function. From time to time we may send you email notification of new Special Offers. Whenever we do this you will have the opportunity to request to be removed from our mailing list.

### **Severability**

If it should be determined that any condition within this agreement is deemed unlawful this shall not affect the remaining conditions.

### **Website Terms and Conditions**

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

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Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

### **Terms & Conditions of Hire**

## **Booking/Hire Fees**

Full payment is required at the time of booking unless the supply is being made to a recognised school, institution or account holder.

Children under the age of 18 may not hire costumes without their parents' consent.

## **Hire Period**

The hire period is from the date of delivery until the return date shown on the hire contract.

If, for any reason, it is not possible to return the goods on the correct return date you should contact us immediately. We may be able to extend the period of hire for a small additional fee. Unauthorised extension to the hire period will result in penalties set out below.

Once the items have been delivered to the hirer they are the hirer's responsibility/risk until we receive them back.

Hires are usually sent out by overnight carrier and will be delivered the day before you require the goods, or earlier at our discretion. You must provide a delivery address at which you can accept delivery of the goods during the normal working day. They will normally have to be signed for.

## **Cancellations/Non-Collection**

Deposits and hire fees are not refundable on cancellation or non-collection. (At the management's discretion this term may be waived in extreme circumstances.)

## **Late Returns**

An item is deemed late if it is not despatched on or before the return date noted on the hire contract / booking form. You must use a method of carriage that gets the goods back to us in a reasonable time. We will advise on this if you are in doubt.

If we are responsible for the return, we will arrange collection on the due date or shortly afterwards. You will not be penalised if we are later arranging for the goods to be picked up. We must be able to gain access to pick up the goods during the working day.

Schools and similar institutions are reminded that you must still arrange the return on the due date even if the school is on holiday.

In exceptional circumstances, such as particularly bad weather, we may, at our own discretion, waive the fee.

Unauthorised late returns will be charged at the daily rate plus 20%. Please remember that if you are late returning goods we may have to disappoint another customer.

## **Packaging**

Most of our hire goods are sent out in professional quality flight cases. You must return the goods in these cases, and you must ensure they are secured for return. We usually supply instructions on how to secure the cases, but if in doubt please consult us. If you do not return the flight case we will charge you for a replacement case, and these can be very expensive.

Please remember that flight cases can be quite heavy and you may need assistance to move them. Very often the contents of the flight cases are packed in their own containers inside, so sometimes it is easier to unpack and remove the contents before moving the flight case for storage. Some flight cases are intended to be lifted by two people.

## **Deposit**

For hire by individuals a deposit is required, in addition to the hire fee, to cover costs in the event of loss or damage to hired items. We do not take a deposit when hiring to schools, institutions or account holders, but if the goods are returned damaged, or they are lost we will raise an invoice for the cost.

The deposit does not cover the full replacement cost of the items. We reserve the right to charge up to the full replacement cost of any item that is lost or damaged while in the possession of the hirer.

We will not charge for fair wear and tear.

Please note that you must ensure all parts of the item or costume are returned. If something does go astray, for example someone accidentally takes an item home, then you should contact us for advice.

## **Fitness For Purpose**

We make no representation as to the size, physical fit or historical or other accuracy of any item or accessory supplied on hire. The contract is purely in regard of the supply of the specified items for the agreed period. The customer must satisfy him/herself prior to the hiring as to the fitness or otherwise of any item for their intended purpose. Acceptance of the item(s) at the commencement of the hire period implies that the item is complete and undamaged unless any faults or defects are notified to us immediately on receipt.

Loss or damage not notified to us until the end of the hire period will be considered as having occurred within the hire period and the deposit in whole/or part will be forfeit.

We reserve the right to supply a suitable alternative in the event of loss or damage to the booked items occurring between the booking being made and the hire date. We will however notify to this effect as soon as possible.

### **Changes to these terms**

These terms were last changed on 12 March 2011. Previous versions of our standard terms and conditions can be viewed here. *(Note: No link as this is our first version)*

These terms apply to your order. We may change our terms and conditions at any time, so please do not assume that the same terms will apply to future orders.