

# TERMS AND CONDITIONS

## 1. INTRODUCTION

Please read these terms and conditions carefully before using this Website operated by The Art of Fishing whose place of business is at Bijou House, Harlyn Road, St Merryn, Padstow, Cornwall, PL28 8NS. By accessing or using our Website, you agree to be legally bound by these terms and conditions as they may be modified and posted on our Website from time to time.

If you have any other queries on how to use this site, please phone 01841521807 (Lines open Monday to Saturday from 09:00 - 17:00). You can also email us with a brief outline of your problem.

Details of procedures, products, services, prices, payment and delivery are displayed on our Website. If you choose to place an order, you will be given clear instructions on how to navigate our simple online order process and you will be required to provide us with your accurate personal details.

Please:

1. Read through these terms and conditions carefully before using this Website.
2. Print a copy for future reference.
3. Read our privacy policy section regarding your personal information.

If you have a comment, concern or complaint about a product or service you have purchased from us, please contact us via email at [info@artoffishing.co.uk](mailto:info@artoffishing.co.uk) or by post at Bijou House, Harlyn Road, St Merryn, Padstow, Cornwall, PL28 8NS.

## 2. GENERAL

We reserve the right to change any services, product prices, product specifications and availability at any time. All prices and descriptions supersede all previous publications. All product descriptions are approximate. Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.

This Website, any content contained herein and any contract brought into being as a result of usage of this Website are governed by and construed in accordance with law of the jurisdiction specified in the clause below and the parties to any such contract agree to submit to the exclusive jurisdiction of the courts as specified. All contracts are concluded in English. These terms and conditions do not affect your statutory rights.

### **3.DEFINITIONS**

'Conditions' means these terms and conditions.

'We/us/our' means The Art of Fishing

'Website' means the Website located at [www.artoffishing.co.uk](http://www.artoffishing.co.uk) or any subsequent URL which may replace it or sit alongside it.

'United Kingdom' means England, Wales, Scotland, Northern Ireland and the Channel Islands.

'You/your' means a user of the Website.

'Working days' mean Monday to Friday (excluding public holidays in the United Kingdom).

### **4.ORDER PROCESS**

Orders will only be accepted from persons over the age of 18. Orders may be accepted from persons resident outside the United Kingdom.

All orders are subject to acceptance and availability. If any goods ordered are not available, you will be notified by email and you will have the option either to wait until the item is available from stock or to cancel your order. It is your responsibility to provide us with a valid email address so that we can contact you if necessary. Any orders placed by you will be treated as an offer to purchase the goods or services from us and we have the right to reject such offers at any time prior to acceptance.

You shall be responsible for ensuring the accuracy of the details provided on the order form and we will not accept an order unless all details requested on the order form have been entered correctly.

You acknowledge that any automated acknowledgment of your order that you may receive from us shall not amount to our acceptance of your offer to purchase goods or services advertised on the Website.

The conclusion of a contract between you and us will take place when we accept your order by (i) debiting your credit or debit card, or (ii) despatching goods to you/making goods available for download by you or commencing the services, whichever is the earlier.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

Each item or service purchased is sold subject to additional specific terms and conditions relating to that item or service including, without limitation, terms and conditions concerning estimated delivery times and any warranties. Please ensure that you read such additional terms.

We are entitled to refuse any order placed by you and will not be required to provide an explanation.

## **5.DELIVERY**

Goods will be delivered to you, the buyer, at the address provided by you on the order form.

We can deliver to an address other than the billing address, but please note that extra documentation may be needed to comply with such orders.

You will become the owner of goods you have ordered when they have been paid for and delivered to you.

Any dates quoted for delivery of goods are approximate only and we shall not be liable for any delay in delivery of goods however caused. If, however, we are unable to deliver your goods by the date quoted for delivery, you, the buyer, shall be entitled to cancel the order at any time before delivery takes place.

## **6.PAYMENT**

All prices are inclusive of VAT (where applicable) at the current rates and are correct at the time of entering the information onto the system. Prices quoted are for delivery (in the case of goods) and for performance (in the case of services) in the United Kingdom unless otherwise specified. Prices are in Pounds Sterling unless otherwise specified.

We reserve the right, by giving notice to you, the buyer, at any time before delivery or performance to increase the price of goods or services to reflect any increase in the cost to us, which is due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture).

In the unlikely event of there being such an increase in the price of goods or services you, the buyer, shall be entitled to cancel the order at any time before delivery or performance.

In the unlikely event that the price or description of an item or service has been incorrectly advertised, we will contact you by email, telephone or post to ask whether you wish to proceed with your order with the correct price or description. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the order. Unless we have already despatched or commenced performance of your order, we will not be obliged to supply products or provide services at the incorrect price or based on an incorrect description.

Payment can be made by any major credit or debit card or through an electronic payment account as explained on the order form.

Payment will be debited and cleared from your account before the despatch of your goods or provision of the service to you.

By placing an order, you, the buyer, consent to payment being charged to your debit/credit card account or electronic payment account as provided on the order form.

Title to the goods will pass to you, the buyer, on delivery of the goods.

We will issue you with an electronic receipt to your email address once the goods have been despatched.

When you pay for your order by credit or debit card, we carry out checks or 'authorisations' with the card issuer for security reasons. Should any problems occur with the authorisation of your card, we will contact you with further details.

## **7.ELIGIBILITY**

To be eligible to purchase goods or services on this Website and lawfully enter into and form contracts on this Website, you must:

- if an individual, be 18 years of age or over; and
- register your real name, address, phone number, email address and any other details requested.

If you are under 18, please ask an adult to contract on your behalf. By offering to purchase goods and services, you represent to us that you are 18 years of age or over and authorise us to transmit information (included updated information) to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

## **8.RETURNS, CANCELLATIONS AND SUBSTITUTIONS**

### **8.1.RETURNS**

If you are not happy with your purchase for any reason, you can return it to us and we will refund you with the amount you paid for that item.

All we ask is that you inform us by email or post and return the product within 10 working days from the day after receipt. You must then return the product to us at your expense in unused condition and in the original undamaged packaging (or packaging of the same quality) for a full refund less carriage charges. We recommend using an insured delivery service.

Returns must be made within 10 working days of delivery.

You should allow up to 21 days from receipt by us of your returned goods for your refund to be processed. We will normally refund you using the same payment method that you used to purchase the goods. Postage and packaging charges will not be refunded. This does not affect your statutory rights.

### **8.2.CANCELLATION**

Please note that you are entitled to cancel any contract completed with us within 7 working days of receipt of the goods or services.

If you do cancel a contract, then you must notify us in writing by sending an email to [info@artoffishing.co.uk](mailto:info@artoffishing.co.uk) or a letter to Bijou House, Harlyn Road, St Merryn, Padstow, Cornwall, PL28 8NS. You must retain possession of any goods and ensure that such goods are kept in the same condition as they were when they were delivered until such time as the goods are delivered back to us by you.

You also have the right to cancel your order prior to despatch or performance within 7 days of placing it.

### **8.3.DAMAGED OR FAULTY GOODS**

We employ professional carriers. Nevertheless, you must examine goods on arrival. We will refund the full purchase price including postage and packing of an item which is delivered in a damaged or faulty condition or which develops a fault within 3 months from delivery (other than due to normal wear and tear, failure to follow instructions or misuse).

Alternatively, at your option, we will replace the item with the same or a similar product (subject to stock availability).

If a product is damaged or faulty, please contact us at once and no later than 7 working days of receipt, or of the fault developing, and we will arrange a refund or replacement as you request.

Sometimes the product specifications from the manufacturer may change, in which case, if you request a replacement, we will do our best to offer you a substitute of the same or better quality at the same price. If you are not happy with the replacement, you can return it in accordance with our returns policy as outlined above under paragraph 8.1.

Please allow 30 days from receipt by us of your item for your refund to be processed or replacement item despatched.

We reserve the right to refuse to issue a refund/replacement item and to recover the cost of the returns delivery from you in the event that the item is found to have suffered damage after delivery or has been misused or used other than in accordance with the instructions or if the problem is due to normal wear and tear. This does not affect your statutory rights.

## **9.INTELLECTUAL PROPERTY**

The content of the Website is protected by copyright, trade marks, database and other intellectual property rights and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

You may retrieve and display the content of the Website on a computer screen, store such

content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

You further acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

No licence is granted to you in these Conditions to use any trade mark of [www.artoffishing.co.uk](http://www.artoffishing.co.uk) or its affiliated companies.

Goods and services sold by us may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

## **10.WEBSITE**

We attempt to ensure that the information available on the Website at any time is accurate. However, we will not be held liable for any errors or omissions. We use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of these.

Products, services, prices and offers are only valid at the time they are published on our Website. All images should be used only as a guide or representation of the item.

All drawings, descriptive matter and specifications of goods and services on the Website are for the sole purpose of giving an approximate description of the goods and services.

We may also change, suspend or discontinue any aspect of the Website, including the availability of any features, information, database or content or restrict access to parts or all of the Website without notice or liability.

We reserve the right to:

10.1.modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed.

You may not use the Website for any of the following purposes:

10.2.disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;

transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise;

breaches any relevant laws, regulations or code of practice;  
gaining unauthorised access to other computer systems;  
interfering with any other person's use or enjoyment of the Website;  
breaching any laws concerning the use of public telecommunications networks;  
interfering or disrupting networks or websites connected to the Website; and  
making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

We reserve the right to refuse to post material on the Website or to remove material already posted on the Website.

## **11. LIABILITY AND INDEMNITY**

Notwithstanding any other provision in the Conditions, nothing in these Conditions will affect or limit your statutory rights; or will exclude or limit our liability for death or personal injury resulting from our negligence.

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the Internet.

We will use reasonable endeavours to verify the accuracy of any information on the Website but make no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Website.

We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you, the buyer, for any loss, costs or expenses arising directly or indirectly from any delays in doing so and we will not be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to these Conditions, if the delay or failure was due to any cause beyond our reasonable control.

We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for:

11.1.any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

any loss of goodwill or reputation; or

any special or indirect losses suffered or incurred arising out of or in connection with the provision of any matter under the Conditions.

You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your Personal Information with your authority.

This clause does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

## **12.FORCE MAJEURE**

We shall have no liability for delays or failures in delivery or performance resulting from force majeure, including but not limited to, war, demands or requests of Government authorities, strikes, shortages of labour, fuel, power, raw materials, late or defective performance or non-performance by suppliers, transportation disruptions, inability to ship or other causes, beyond our reasonable control.

## **13.REGISTRATION**

You warrant that:

13.1. the personal information which you are required to provide when you register is true, accurate, current and complete in all respects;

you are not impersonating any other person or entity and

you will notify us immediately of any changes to your personal information by emailing or telephoning our customer service representatives.

## **14.PRIVACY POLICY**

In order to monitor and improve customer service, we sometimes record telephone calls.

You can find full details of our Privacy Policy on the Website.

## **15.THIRD PARTY RIGHTS**

Except for our affiliates, directors, employees or representatives, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## **16.EXTERNAL LINKS**

To provide increased value to our users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for:

16.1.the privacy practices of such websites;

the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources; or

the use which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

## **17.OVERSEAS ORDERS**

We can ship overseas subject to extra shipping or postage costs, as well as any additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will have an opportunity to cancel your order in case these costs are not satisfactory.

## **18.GOVERNING LAW AND JURISDICTION**

The Website is controlled and operated in the United Kingdom.

The Conditions will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.