

## **BUSINESS TO CONSUMER - ONLINE TERMS AND CONDITIONS BETWEEN A BUSINESS AND CONSUMER FOR THE SALE OF GOODS**

These terms and conditions form the basis on which you can visit us, our booking app or website. Please read them carefully as they contain important information.

### **General terms and conditions**

This site is owned and operated by Partners Team Development of 20 Hunter Crescent, Troon, Scotland KA10 7AH. If you have any comments or complaints on or about our products, you can contact us at [allan@partnersteamdevelopment.com](mailto:allan@partnersteamdevelopment.com) or ++ 44 (0) 776 416 8989

### **1. The contract between us**

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

### **2. Acknowledgement of your order**

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

### **3. Ownership of rights**

All rights, including copyright, of our products are owned by or licensed to Partners Team Development. Any use of these products, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission.

### **4. Accuracy of content**

We have taken care in the preparation of the content of our products, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

### **5. Availability**

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

### **6. Ordering errors**

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

### **7. Price**

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

### **8. Payment terms**

We will take payment upon receipt of your order from your credit or debit card. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

### **9. Risk and ownership**

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

## **10. Cancellation rights**

**10.1** Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

**10.2** Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us by any other clear statement.

**10.3** You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order), newspapers or magazines or if you have taken any audio or video recording or computer software out of the sealed package in which it was delivered to you.

**10.4** If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

**10.5** Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card within 14 calendar days.

**10.6** We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using or wearing the goods prior to cancellation)

## **11. Cancellation by us**

**11.1** We reserve the right not to process your order if:

**11.1.1** We have insufficient stock to deliver the goods you have ordered;

**11.1.2** We do not deliver to your area; or

**11.1.3** One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

**11.2** If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

## **12. If there is a problem with the goods**

**12.1** If you have any questions or complaints about the goods please contact us. You can do so at ++ 44 (0) 776 416 8989 or at [allan@partnersteamdevelopment.com](mailto:allan@partnersteamdevelopment.com)

**12.2** We are under a legal duty to supply goods that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

**12.3** If you wish to exercise your legal rights to reject goods which do not conform with the Act you must either return them in person to where you bought them, post them back to us, or (if they are not suitable for posting) or allow us to collect them from you. We will pay the cost of postage or collection.

## **13. Liability**

**13.1** Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than re-arrange delivery (in accordance with clause 11), we will provide you with a full refund.

**13.2** We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

**13.3** Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

**13.4** You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

**13.5** Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Act) relating to faulty and/or misdescribed goods.

#### **14. Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at (insert postal address) and all notices from us to you will be displayed on our website from time to time.

#### **15. Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

#### **16. Law, jurisdiction, and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with Scots law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of Scotland. All contracts are concluded in English.

#### **17. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

#### **18. Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

#### **19. Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

#### **20. Other important terms**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may submit the dispute for online resolution to the European Commission Online Dispute Resolution platform.

### **PRIVACY STATEMENT**

We, Partners Team Development are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

Data Protection Act 1998 ('the Act')

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

Use and collection of personal information

In general, you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

#### **We may use information that you provide:**

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

If you do not want us to use data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

We may disclose your personal information to third parties:

- In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.

- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.

## **Cookies**

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website and these types of cookies collect the information in an anonymous form.

Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, telephone, or post. Our phone number is ++ 44 (0) 776 416 8989 or you can e-mail us on [allan@partnersteamdevelopment.com](mailto:allan@partnersteamdevelopment.com)

## **Security**

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

## **Your rights**

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by checking certain boxes on the forms we use to collect your data.

## **General**

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to 20 Hunter Crescent, Troon, Scotland KA10 7AH.

## **8 CANCELLATION FORM**

To: Partners Team Development, 20 Hunter Crescent, Troon, Scotland KA10 7AH.

I/We\* hereby give you notice that I/We\* cancel my/our\* contract for the sale of the following goods\*/for the supply of the following service\*:

Ordered on\*/Received on\*: .....

Name of consumer(s): .....

Address of consumer(s): .....

.....

Signature of consumer(s): ..... (only if this form is notified on paper)

Date: .....