

# **TERMS AND CONDITIONS – ONLINESHOP – AS AT AUGUST 2020**

**Please note:** This page (together with our Privacy Policy (available [here](#)) and website [www.bawdseyradar.org.uk](http://www.bawdseyradar.org.uk) Terms and Conditions (available [here](#)), Privacy and Cookies (available [here](#)) tells you information about us (as defined below) and the legal terms and conditions ("Terms and Conditions – Onlineshop") on which we sell the products, listed on the Site (as defined below) to you.

These *Terms and Conditions – Onlineshop* will apply to any contract between us for the sale of Products to you ("Contract"). Please read them carefully and make sure that you understand them before ordering any Products from us. Please note that before placing an order for Products ("Order") you will be asked to agree to these Terms of Purchase. If you refuse to accept these Terms and Conditions – Onlineshop, you will not be able to order any Products from the Site.

We may amend these *Terms and Conditions – Onlineshop* from time to time. Every time you wish to order Products, please check these Terms and Conditions – Onlineshop to ensure you understand the legal terms and conditions which will apply at that time. You should print a copy of these Terms and Conditions – Onlineshop or save them to your computer for future reference.

## **1. INFORMATION ABOUT US**

The website available at [www.bawdseyradar.org.uk](http://www.bawdseyradar.org.uk) ("the Site") is owned by Bawdsey Radar Trust Ltd (referred to in these *Terms and Conditions – Onlineshop* as "our", "us" or "we"), a company registered in England and Wales under company number 06474550 and a charity registered in England and Wales with charity number 1125600 with our registered office and main trading address at THE TRANSMITTER BLOCK, Ferry Road, Bawdsey, Suffolk. IP12 3BA.

### **CONTACTING US**

- (a) If you wish to contact us, including because you have any complaints, you can contact us writing to us at the address above, by telephoning our Customer Services team at 07821 162879 or by emailing us at [shop@bawdseyradar.org.uk](mailto:shop@bawdseyradar.org.uk)
- (b) If we have to contact you or give you notice in writing, we will do so by telephone, email or by post to the address you provide to us in your Order (as defined below).
- (c) To contact us to cancel a Contract, please see clause 10.

## **2. USE OF THE SITE**

Your use of the Site is governed by our Terms and Conditions on [www.bawdseyradar.org.uk](http://www.bawdseyradar.org.uk) (available [here](#)). Please read these carefully as they include important terms which apply to you and which you are deemed to accept by using the Site.

## **3. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our *Privacy Policy - Onlineshop* (available [here](#)). Please read it carefully as it includes important terms which apply to you.

## **4. SPECIFICATIONS OF PRODUCTS**

- 4.1 Specifications of our Products which appear on the Site are intended only to give a general description and indication of the Products. Actual colours, sizes, weights, capacities and other specifications of Products indicated on the Site may vary from the specifications of the actual Products.

## **5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 5.1 Our shopping pages will guide you through the steps you need to take to place an Order with us. Our order process allows you to check and amend any errors before submitting your Order to us. Please read and check the details carefully at each stage of the order process.

When you order through the Website you will still need to provide us with certain personal information in order for us to process your order. Please see our **Privacy Policy – Onlineshop (available [here](#))** to see how your personal information will be used and stored.

- 5.2 To place an order from the website, you email [shop@bawdseyradar.org.uk](mailto:shop@bawdseyradar.org.uk) giving the items required
- 5.3 After receiving payment, we will confirm our acceptance of an Order by sending you an email "**Order Confirmation**". The Contract between us will only be formed when we send you the Order Confirmation.
- 5.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our Site (see clause 8.4(b)), we will inform you of this by email and we will not process your Order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

## 6. OUR RIGHT TO MAKE CHANGES

- 6.1 We may change the Product:
- (a) to reflect changes in relevant laws and regulatory requirements; and
  - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.
- 6.2 In addition, if we informed you in the description of the Product on the Site, we may make those changes to the product, but if we do so we will notify you, and you may then contact us to end the contract before the changes take effect and receive a refund for any such Products paid for but not received:

## 7. DELIVERY

- 7.1 We will contact you with an estimated delivery date, which will normally be 10 days but within 30 days of the date of the Order Confirmation (the date on which we email you to confirm our acceptance of your Order). Occasionally, our delivery to you may be affected by an Event Outside Our Control, see clause 12 for our responsibilities when this happens.
- 7.2 Delivery of an Order of goods shall be completed when the Products are delivered to the address you gave us, and the Products will be your responsibility from that time. You own the Products once we have received payment in full, including all applicable delivery charges.
- 7.3 If we miss the 30day delivery deadline for any Products, then you may cancel your Order straight away if any of the following apply:
- (a) we have refused to deliver the Products.
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your Order that delivery within the delivery deadline was essential.
- 7.4 If you do not wish to cancel your Order straight away, or do not have the right to do so under clause 7.3, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.
- 7.5 If you do choose to cancel your Order for late delivery under clause 7.3 or clause 7.4, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us, and we will pay the costs of this. After you cancel your Order, we will refund any sums you have paid to us for the cancelled Products and their delivery.

- 7.6 We only deliver to UK addresses

## 8. PRICE OF PRODUCTS AND DELIVERY CHARGES

- 8.1 The prices of the Products will be as quoted on the Site at the time you submit your Order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However, please see clause 8.4 for what happens if we discover an error in the price of Product(s) you ordered.
- 8.2 Prices for our Products may change from time to time, but changes will not affect any Order you have already placed.
- 8.3 The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process before you confirm your Order. To check relevant delivery charges, please refer to our **Carriage and Delivery – Onlineshop** page (available [here](#)).
- 8.4 It is always possible that, despite our efforts, some of the Products on the Site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- (a) where the Product's correct price is less than the price stated on our Site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and
  - (b) if the Product's correct price is higher than the price stated on the Site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your Order. We will not process your Order until we have your instructions. If we are unable to contact you using the contact details you provided during the Order process, we will treat the Order as cancelled and notify you in writing.

## 9. HOW TO PAY

- 9.1 You can only pay for Products using a "Payment Link". On receipt of your order we will add the P&P to the cost of the items and we will send you a "Payment Link" either by text or email mailing an order, depending on the information provided.
- 9.2 Payment for the Products and all applicable delivery charges is in advance and in pounds sterling.

## 10. YOUR RIGHT TO CANCEL A CONTRACT

- 10.1 As a consumer, you have a legal right to cancel a Contract (and receive a refund) if you change your mind or decide for any other reason that you do not want to receive or keep a Product. Please note, this cancellation right does not apply in the case any Products which are unsealed after their delivery.
- 10.2 Your legal right to cancel a Contract starts from the date of the Order Confirmation (the date on which we email you to confirm our acceptance of your Order), which is when the Contract between us is formed. Your deadline for cancelling the Contract is the date 14 days after the day on which you receive the Product or, if the Products are delivered in instalments, 14 days after the day on which you receive the last instalment of the Products ordered.
- 10.3 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form at the end of this document. If you use this method, we will email you to confirm we have received your cancellation.
- 10.4 If you cancel your Contract, we will:
- (a) refund you the price you paid for the Products. Products to be returned must clearly show the Order number of the original purchase on the package. Please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop,
  - (b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer, and
  - (c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

- (i) if you have received the Product: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see clause 10.6;
- (ii) if you have not received the Product: 14 days after you inform us of your decision to cancel the Contract.

**10.5 We will refund you on the credit card or debit card used by you to pay.**

10.6 If a Product has been delivered to you before you decide to cancel your Contract:

- (a) then you must return it to us (to the returns address set out in clause 10.9) without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract; and
- (b) unless the Product is faulty or not as described (in this case, see clause 10.7), you will be responsible for the cost of returning the Products to us.

10.7 If you have returned the Products to us under this clause 10 because your Order was wrong, or if the Products are faulty, damaged or not as described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable delivery costs you incur in returning the item to us.

10.8 As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 10 or anything else in these Terms of Purchase. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

10.9 Our address for returns is the Bawdsey Radar Transmitter Block, Ferry Road, Bawdsey, Suffolk. IP12 3BA

## **11. OUR LIABILITY TO YOU**

11.1 If we fail to comply with these Terms and Conditions – Onlineshop, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions – Onlineshop or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

11.2 We only supply the Products for domestic and private use. You agree not to use the Products for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

## **12. EVENTS OUTSIDE OUR CONTROL**

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or threat or preparation for war, fire, explosion, storm, flood, earthquake,

subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.

- 12.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 12.3 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel such a Contract, please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

### 13. OTHER IMPORTANT TERMS

- 13.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these **Terms and Conditions – Onlineshop**. We will always notify you in writing, email or by posting on this webpage if this happens.
- 13.2 You may only transfer your rights or your obligations under these **Terms and Conditions – Onlineshop** to another person if we agree to this in advance in writing.
- 13.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.4 Each of the paragraphs of these **Terms and Conditions – Onlineshop** operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 13.5 If we fail to insist that you perform any of your obligations under these **Terms and Conditions – Onlineshop**, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.6 These **Terms and Conditions – Onlineshop** are governed by English law and are available only in English. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any dispute or claim arising under these **Terms and Conditions – Onlineshop**.

# CANCELLATION FORM

To **Bawdsey Radar Trust, The Transmitter Block, Ferry Road, Bawdsey, Suffolk. IP12 3BA.**

Email to *shop@bawdseyradar.org.uk*

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods

Reason for Cancellation:

Product Description:

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

[\*] Delete as appropriate

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# RETURNS FORM

If you are unhappy with your item, please let us know. You have 30 days to return an item with a valid receipt. If 30 days have gone by since your purchase, we cannot offer you a refund. To be eligible for a refund, goods must be returned in a re-saleable condition. That means your item must be unused and in the same condition that you received it. To complete your refund, we require a receipt or proof of purchase. Please do not send your purchase back to the manufacturer.

Send to **Bawdsey Radar Trust, The Transmitter Block, Ferry Road, Bawdsey, Suffolk. IP12 3BA.**

Email to *shop@bawdseyradar.org.uk*

I/We [\*] wish to Return the following goods

Reason for Return:

Product Description:

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

[\*] Delete as appropriate