

TERMS AND CONDITIONS OF SALE AND PRIVACY STATEMENT

1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods or Services from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller and where appropriate in the context of section 9 shall mean "Services" where a service has been supplied;
- 1.5 "Seller" means Bristol City Council of The Council House, College Green, Bristol, BS1 5TR
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 30 days.

4 PRICE AND PAYMENT

- 4.1 The Price of the Goods shall be that stipulated on the Seller's Website. The Price is inclusive of VAT. The Price includes delivery charges.
- 4.2 The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.
- 4.3 After the order is received the Seller shall confirm by email the details, description and price for the Goods together with information on the right to cancel if the Buyer is a Consumer.
- 4.4 Payment of the Price plus VAT and delivery charges must be made in full before dispatch of the Goods.

5 RIGHTS OF SELLER

- 5.1 The Seller reserves the right to adjust the price and specification of any item on the Website at its discretion.
- 5.2 The Seller reserves the right to withdraw any goods from the Website at any time.
- 5.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

6 AGE OF CONSENT

- 6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.
- 6.2 If the Seller discovers that the Buyer is not legally entitled to order certain

Goods, the Seller shall be entitled to cancel the order immediately, without notice.

7 WARRANTY

The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

8 DELIVERY

8.1 Goods supplied within the UK will normally be delivered within 30 working days of acceptance of order.

8.2 Goods supplied outside the UK will normally be delivered within 30 working days of acceptance of order.

8.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.

8.4 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

8.5 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

8.6 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

9 CANCELLATION AND RETURN

9.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller by e-mail to the address in the contact details provided on the web site within 7 working days of delivery, if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

9.2 Where a claim of defect or damage is made the Goods shall be returned by the Buyer to the Seller. The Buyer shall be entitled to a full refund (including delivery costs) plus any return postal charges if the Goods are in fact defective.

9.3 Goods must be returned by the Buyer at the Buyer's expense and should be adequately insured during the return journey. The Buyer will receive a refund of all monies paid for the Goods (including delivery charges, if any) except for return postal charges within 30 days of cancellation. If the Buyer fails to return the Goods following cancellation, the Seller shall be entitled to deduct the cost of recovering the Goods from the Buyer.

9.4 Goods to be returned must clearly show the order number obtained from the Seller on the package.

9.5 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

10 LIMITATION OF LIABILITY

10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

11 WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

12 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations

if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

14 CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time. but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

15 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

PRIVACY STATEMENT

Privacy Notice

This policy explains how the information we collect about you is used and your rights in relation to that information.

Personal information collected from you in order to register an event is required by law. The main legislation which governs the collection of registration information is the Births and Deaths Registration Act 1953, the Marriage Act 1949 and the Civil Partnership Act 2004. You may be legally obliged by these acts, and other pieces of legislation, to provide certain pieces of information. If you fail to provide information you are required to give us you may, amongst other things, be liable to a fine, or we may not be able to provide the service you are applying for, such as a marriage or a civil partnership.

Personal information may also be collected from you if you are make an application to this office, for example for a certificate or to correct information contained in a register entry.

The information you provide will be held and processed by registration officers for this registration district.

The superintendent registrar is a data controller for birth, marriage and death registrations and can be contacted at Register.Office@bristol.gov.uk

Post:

Superintendent Registrar
Bristol Register Office
Old Council House
Corn Street
Bristol

BS1 1JG

The local authority is a data controller for civil partnership registrations and can be contacted at Register.Office@bristol.gov.uk

Post:
Superintendent Registrar
Bristol Register Office
Old Council House
Corn Street
Bristol
BS1 1JG

The Registrar General for England and Wales is a joint data controller for birth, marriage, death and civil partnership registrations and can be contacted at the General Register Office, Trafalgar Road, Southport, PR8 2HH.

The Data Protection Officer .Email: data.protection@bristol.gov.uk

Post:
Senior Data Protection Officer
Bristol City Council
ICT Commissioning and Information Governance
P O Box 3176
BRISTOL
BS3 9FS

A copy of any register entry will be provided by this office in accordance with the law to any applicant, provided they supply enough information to identify the entry concerned and pay the appropriate fee. The copy may only be issued in the form of a paper certified copy (a "certificate"). An application for a certificate may also be made to the General Register Office.

Indexes for events registered at this office are publicly available in order to help members of the public identify the registration record they might need. Indexes are available paper format.

A copy of the information collected by a registration officer will also be sent to the Registrar General for England and Wales so that a central record of all registrations can be maintained.

Registration information held at this office may be shared with other organisations in the course of carrying out our functions, or to enable others to perform theirs.

We will only share information where there is a lawful basis to do so for the following reasons:

1. Statistical or research purposes

2. Administrative purposes by official bodies e.g. ensuring their records are up-to-date in order to provide services to the public
3. Fraud prevention or detection, immigration and passport purposes

Further information on data held by the registration service and a full list of the organisations with whom registration data is shared, the purpose and the lawful basis for sharing the data can be found at [Annex A - List of processing activities at the Register Office can be found at this link). Alternatively, staff at this office will be able to provide the information.

You have the right to request access to the personal information we hold about you, to be informed about the collection and use of your personal information, for incorrect information to be corrected (where the law permits) and to request us to restrict the processing of your personal information. In certain circumstances you have the right to object to the processing of your personal information. Your information will not be subjected to automated decision-making.

Registration information is retained indefinitely as required by law. Appointment information is retained for one year and certificate application information is retained for 2 years.

If you have any questions or concerns about the collection, use or disclosure of your personal information please contact Register.Office@bristol.gov.uk

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You have the right to complain to the Information Commissioner's Office about the way we are handling your personal information. Details on how you can do this can be found at <https://ico.org.uk/>