

## **Terms & Conditions of Sale of Goods by John Turner**

### **1. Definitions**

In this document the following words shall have the following meanings:

1. "Buyer" means an individual aged 18yrs or more who is purchasing for themselves or on behalf of an organisation that they represent.
2. "Goods" means the articles to be supplied to the Buyer by the Seller;
3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
4. "Seller" means John Turner

### **II. General**

1. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
2. 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.

### **III. Price and Payment**

1. The price shall be the price displayed on the Tobacco Collectibles website plus the stated charges for packaging and posting to the buyers address as calculated and displayed at the checkout page.
2. Payment shall be made via Paypal or by Bank Transfer to the Sellers account.

### **IV. Description**

1. Any description given or applied to the Goods is given in good faith and by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that they have inspected the online images of the Goods and ascertained the condition to be acceptable and that they are not relying upon the description when entering into the contract.
2. A condition report is offered as an indication of any issues visible to the naked eye and does not apply to any contents which are sold as found. All products are sold as vintage collectibles and any tobacco contents are not fit for smoking. The condition report does not form part of any contract

between Tobacco Collectibles and the buyer.

#### V. Delivery

1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
2. Delivery will be made by the Royal Mail using the Small Parcel 48 Tracked delivery service.
3. The Seller will send an advisory "Order dispatched" email to the Buyer on the day of dispatch.
4. If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, the Goods may be returned to the Seller by the Royal Mail.
5. In this event goods being returned to sender, the order will be automatically cancelled, and the Buyer will be credited with the amount paid for the goods LESS the cost of postage & packaging which will not be returned. The goods will be made available for sale on the Tobacco Collectibles website and may be re-purchased if still required.
6. Any claims for non-delivery, damages, shortages or over deliveries should be reported to the Seller within 7 days of date of dispatch. Where parcels are delivered damaged, please provide photographic images of the damaged parcel.

#### VI. RISK

Risk in the Goods shall pass to the Buyer upon dispatch of the goods. Proof of posting to the Buyers address will be provided upon request.

#### TITLE

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

#### VII. RETURN OF GOODS

1. All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required by the Buyer, unless otherwise agreed, in which case the following terms apply.
2. Any returns must be authorised in writing by the Seller before any credit will be given.
3. Where the Seller agrees to accept the return of goods that are not damaged the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way.
4. Credit of amounts due or paid in will only be given for goods that are in saleable condition.

#### VIII. LIMITATION OF LIABILITY

1. The Seller shall not be liable for any loss or damage suffered by the Buyer in relation to the delivery or non-delivery of parcels containing tobacco products.

#### IX. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

#### X. 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. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

#### XI. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

#### XII. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

#### XIII. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

#### XIV. SEVERABILITY

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.

#### XV. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and the

parties hereby submit to the exclusive jurisdiction of the English courts.

## **Privacy Policy**

My Privacy Policy tells you what will happen to any personal data that you provide to me as a result of using this website.

### Personal Data You Provide

Your privacy is important to me. By providing personal information such as your name and e-mail address via the forms on this website, you agree to me contacting you with regard to the information provided.

### How I Use Your Personal Data

The data you provide via this website is used to:

- Communicate with you, for example: I use contact details such as email address or phone number when responding to enquiries made via online forms
- Your details are used exclusively for the purpose of completing the transaction with you. Your name, address or email address will never be shared with any third party.
- You will not be subscribed to any mailing list for the purposes of sending Newsletters or other communications

How Long is your Personal Data kept.

Personal data may be stored for a period of up to 90 days after which time it is removed

### Questions or Complaints

In the first instance I hope you will contact me directly with any questions or complaints (contact details are displayed prominently on this website). However, legal rights regarding privacy are the remit of the Information Commissioner's Office (ICO) and you will find more information about how to complain here: <https://ico.org.uk/concerns/>

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