



Client Terms and Conditions

These are the standard terms of Client Business of CLUTTERBUCK crafts ('CC') of 45 Flixborough rd, Burton Stather, Scunthorpe, North Lincolnshire, DN15 9HB and all work undertaken by CLUTTERBUCK crafts shall be on these terms unless specifically varied in writing and agreed to by both parties prior to the event. An event consists of the sale of Goods or Service relating to floristry, ceramics/pottery, wood craft and food/drink including delivery of workshops/tuition

1. **VALIDITY** – By ordering Goods or Services from “CC” the Customer accept these terms and conditions. The terms and conditions are subject to change at any time, and it is the Customer’s responsibility to check them regularly before ordering Goods or Services in case there are any changes.
2. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by “CC”
3. Nothing in these Terms and Conditions shall affect the Customer’s statutory rights as a Consumer.
4. **ORDERS** – All orders are subject to acceptance and Goods or Service availability. Prices are correct at the time of order; however, “CC” reserve the right to change prices without prior notice.
5. **ACKNOWLEDGEMENT OF ORDER** – When the Customer has placed their order they will be sent an email confirming the order. It will state what the Goods or Services are, the cost and delivery together with invoice details. “CC” will not consider itself bound by a contract with the Customer until it has issued this email confirmation. “CC” may choose not to accept an order for any reason
6. These Terms and Conditions shall apply to all contracts for the sale of Goods and Services by “CC” to the customer and shall prevail over any other documentation or communication from the customer
7. Acceptance of delivery of the Goods or Service shall be deemed conclusive evidence of the Customer’s acceptance of these Terms and Conditions.
8. **PRICE AND PAYMENT** - The price of the Goods or Service shall be that stipulated in “CC’s” current List Price/on “CC’s” website/as contained in “CC’s” Quotation (as applicable) at the date of order or as agreed between the parties. The price is inclusive of VAT and exclusive of any delivery charges.
9. Payment of the total purchase price (including VAT and any delivery charges) must be made in full before delivery of the Goods or Service. Payment will be accepted via BACS transfer, cheque or cash – no card payments are available
10. **DELIVERY** - Delivery of the Goods shall be made by “CC” notifying the Customer that the Goods are available for collection at “CC’s” premises or for delivery to such place and on such terms as agreed between “CC” and the Customer at the time the order is placed. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
11. “CC” shall use its reasonable endeavours to meet any date stated for delivery. In any event, time of delivery shall not be of the essence and “CC” shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.
12. In the event that “CC” are unable to supply all or part of the Customer order (the product or any substitute product to the Customer at all), “CC” shall notify the Customer as soon as possible and reimburse payment in full no later than 7 days after the intended delivery/collection date.
13. Title and risk in the Goods shall pass to the Customer upon delivery of the Goods.

14. **WARRANTY** – “CC” warrants that the Goods will at the time of delivery correspond to the description given by “CC”.
15. **CANCELLATION AND RETURNS** - The Customer shall inspect the Goods immediately upon receipt and shall notify “CC” within 5 days of delivery if the Goods are damaged or do not comply with any of the Contract.
16. Where a claim of defect or damage is made then it shall be the responsibility of “CC” to collect faulty Goods, and the Customer shall be entitled to replacement Goods or a full refund (including delivery costs, if applicable). Where returned Goods are found to be damaged due to the Customer’s fault the Customer will be liable for the cost of remedying such damage.
17. If a customer would like to make a complaint to “CC” then they should contact the office by phone, email or written post. The Customer will be contacted within 48 hours of the complaint being lodged, but the complaints procedure may take up to 2 weeks. A full and detailed copy of our complaints procedure is available on request.
18. **LIMITATION OF LIABILITY** - Nothing in these Terms and Conditions shall exclude or limit the liability of “CC” for death or personal injury, however “CC” shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Goods or Service.
19. “CC” shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
20. **FORCE MAJEURE** - Neither party shall 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, pandemic, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.
21. **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.
22. **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.
23. **PRODUCTS** – Some food items may contain allergens and some flower and plant products may be harmful or poisonous (lilies in particular can be toxic to cats). If the Customer requires further information before submitting an order then they should visit the “CC” website for Allergy and Product information. Certain flower and plant products may be delivered in bud to ensure longer life.
24. All products are subject to availability. In the event of any supply difficulties, “CC” reserve the right to substitute with a product of equivalent value and/or quality without notice. Where possible “CC” may contact the Customer to agree a suitable substitution.