

## **. Terms & Conditions**

If you want to buy product/s from little folk nursery rhymes using our website [www.littlefolknurseryrhymes.com](http://www.littlefolknurseryrhymes.com) ('our site') you can only do so by accepting these terms and conditions. By registering on our site, and placing an order, you are agreeing to be bound by these terms and conditions. We may change these terms and conditions from time to time by updating this posting.

### **1. Acceptance**

There will be no contract of any kind between you and little folk nursery rhymes ('us/we') unless and until we actually dispatch the product/s to you. Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch the product/s to you, even if your payment has been processed immediately. At any point up until then, we may decline to supply the product/s to you and give you a full refund of any amounts paid without giving any reason. At the moment that the product/s is/are dispatched (and not before), a contract will be made between you and us.

### **2. Postage & Packaging**

2.1 The price of postage & packaging shall be quoted on your order and shall be part of the total price quoted to you. We will post your purchased product/s to anywhere in the United Kingdom (including Northern Ireland, the Highlands, Scottish Islands, the Isle of Man and the Scilly Isles). Postage will be made to the address specified by you on the completed order form. We are happy to deliver outside of the UK, international postage & packaging will be calculated on receipt of individual direct application to buy from you as obviously prices will vary according to which country your purchased product/s are being sent.

2.2 Postage delivery will depend on your location and what time you place your order. If you place your order before 2pm, we'll process your order the same working day. If your order is placed after 2pm, your order will not be processed until the following working day. If your order is placed on a Friday afternoon or a weekend, your order will not be processed until the following Monday (being the next working day). Within the UK mainland, posting will normally take place the next working day after the date on which your order was received and processed. However, if you reside outside of the UK Mainland, such locations including but not limited to, Northern Ireland, the Highlands, Scottish Islands, the Isle of Man and the Scilly Isles, delivery via the postal system may take up to 3 working days. If we are unable to deliver to you within the applicable timescale, we will contact you and keep you updated. A working day is Monday to Friday, 9.00am to 5.00pm. International posting will be subject to usual postal services schedules.

2.3 We reserve the right to post in instalments to you. If we choose to do this, then you will only pay a single delivery charge.

2.4 Once the purchased product/s has/have been delivered in accordance with your original delivery instructions, it/they become/s your, or your designated recipient's, responsibility from the point of delivery.

2.5 If you have any queries regarding delivery please contact us at [catriona.bateman@outlook.com](mailto:catriona.bateman@outlook.com)

### **3. Price and Payment**

3.1 All prices are quoted in pounds sterling and exclude Value Added Tax, unless otherwise specified. Postage & Packaging charges are in addition to the price quoted for the product/s.

3.2 We currently accept payment for online orders via PayPal. Please be advised that you do not need a PayPal account to pay through this method. Authority for payment must be given by you at the time of order.

3.3 We do not store credit card details nor do we share financial details with any 3rd parties other than obviously our processor Paypal.

3.4 The prices payable for the product/s that you order are clearly set out on our site. If, by mistake, we have under-priced any product/s, we will not be liable to supply that/those product/s to you at the stated price, provided that we have notified you of the correct price before we dispatch the product/s concerned.

### **4. Cancellations**

4.1 If your order is placed on a weekend, or on a week day after 2pm, you may cancel your order, for any reason whatsoever, at any time up to 5pm on the same day as you placed your order on our site, as this will be prior to dispatching the product/s for delivery to you. If your order is placed on a weekday before 2pm, your order will go straight into our delivery system and will immediately be processed and prepared for dispatch. In such cases, if we receive notification of your wish to cancel your order on the same day, we will use all reasonable endeavours to ensure that your order is not dispatched for delivery, but cannot guarantee this. In the event that your order has already been dispatched, it will be your responsibility to follow the cancellation and returns procedure as set out in clauses 4.4 to 4.6 below in order to obtain a refund.

4.2 In order to cancel your order in accordance with clause 4.1 you must call us on 07940 478605 or notify us by email at [catriona.bateman@outlook.com](mailto:catriona.bateman@outlook.com)

4.3 Once we have been notified by you in accordance with clauses 4.1 and 4.2 we shall reimburse the price of the product/s to you via your original payment method within 48 hours from the time we receive notification of your cancellation.

4.4 If you wish to cancel your order after the expiry of the time periods outlined in clause 4.1, you may still cancel your order up to 14 working days after the day following the delivery to you of the product/s. To cancel under this clause, you must notify us on 07940 478605 or notify us by email at [catriona.bateman@outlook.com](mailto:catriona.bateman@outlook.com). In the event that your order has already been dispatched in whole, or in part, at the date on which we receive your cancellation notice, you must return the product/s to us in the same condition that you received them in, with any seals and shrink-wrap intact. We will then reimburse the price of the product/s, less our delivery and handling costs, to your PayPal account within 48 hours from the time we receive your returned order in satisfactory condition. Please note that we can only accept return of opened items if they are faulty.

4.5 The cost and safe return of the product/s are your responsibility. You are advised to obtain proof of postage, or similar proof of return, from the post office. We are not responsible for the loss of any items during return transit.

4.6 If you do not return the product/s to us within 7 days of the date of your cancellation notice, you will be deemed to have accepted the product/s. This does not affect your statutory rights.

## **5. Guarantee and Returns**

5.1 If some, or all, of the product/s are damaged when they are delivered to you, you should notify us within 3 working days of the delivery date on 07940 478605 or by e-mail at [catriona.bateman@outlook.com](mailto:catriona.bateman@outlook.com). You may choose either to return the whole order, or just the affected product/s for a refund or a replacement.

5.2 Nothing in these Terms and Conditions will reduce your statutory rights relating to faulty or mis-described goods. Further information about your rights are available from your Local Authority Trading Standards Department or Citizen's Advice Bureau.

## **6. Customer satisfaction**

If you are dissatisfied with our performance in any way, please contact us immediately on 07940 478605 or email us at [catriona.bateman@outlook.com](mailto:catriona.bateman@outlook.com). We aim to deal with all enquiries fairly, confidentially and quickly. We will acknowledge your contact within 24 hours. We try to resolve most issues immediately, but where this is not possible, we will keep you informed about progress until a satisfactory resolution has been achieved.

## **7. Warranties**

We warrant that our goods will be of satisfactory quality and fit for their general purpose when dispatched for delivery to you.

## **8. Limitation of Liability**

8.1 Nothing in these Terms and Conditions shall exclude our liability for personal injury or death caused by our negligence.

8.2 We will not be liable for any loss or damage caused by us, or our employees or agents, in circumstances where:

8.2.1 loss or damage was not foreseeable to both parties when the contract was formed;

8.2.2 loss or damage was not caused by any breach on our part.

8.3 Subject to clause 8.1 we will not be liable for loss or damage caused by your storage or handling of the product/s. In particular we will not be liable for damage caused once the product/s have been delivered to you or your designated recipient.

8.4 Our liability to you, in connection with any order that you place on our site, will not exceed the total price charged by us for that order.

## **9. Data Protection**

9.1 By providing your details on our site during registration and ordering, you are consenting to us maintaining, recording, holding and using your information to improve our service to you and inform you of promotions.

9.2 We will not pass your details to any third party, other than where we have to do so to get your product/s to you, (Paypal our processor agent).

## **10. General**

10.1 We shall not be liable for any delay in delivering your product/s if that delay or failure is caused by circumstances beyond our reasonable control including but not limited to, war, threat or preparation for war, riot, civil war or commotion, terrorist attack, nuclear, chemical or biological contamination, malicious damage, compliance with any law or governmental order, rule, regulation or direction, fire, flood, storm, extreme weather conditions and other natural disasters or Act of God, and failure of machinery, computers or utility providers.

10.2 The laws of England and Wales shall apply to these Terms and Conditions and the English Courts shall have non-exclusive jurisdiction.

10.3 Our contact details are as follows: little folk nursery rhymes, 6 Watlington Grove, Sydenham, London, UK. Telephone 07940 478605. E-mail [catriona.bateman@outlook.com](mailto:catriona.bateman@outlook.com)