



Terms and conditions

David the Bee and Friends registered address is PO Box 858, Richmond, Surrey TW9 4BJ. Should you have any query relating to the following Terms and Conditions, or if you have any comments or complaints in relation to our website you can contact us via email on info@davidthebee.com. Any mention of 'David the Bee', 'us', 'we' or 'our' within these Terms and Conditions is a reference to David the Bee and Friends. By using this website, you acknowledge and agree to be bound by these Terms and Conditions, which take effect immediately from your first use of the website.

1. The Contract Between Us

Your order will not be accepted by us until we receive full payment for the goods that you have ordered. Payment of your order represents an offer on your part to purchase the goods. In accepting this order we will send you an email to advise you your goods have been sent. This acceptance email brings into existence a legally binding agreement between us on the terms set out in these Terms and Conditions. Not other terms and conditions will apply to the contract between us and you unless we expressly agree otherwise in writing.

2. Copyright and Trademark

All rights, including copyright, throughout the contents of this website (including without limitation in all imagery, illustrations, pictures, photographs and written text) are owned by, or licensed to, David the Bee and Friends.

The use of any of this website and its content for anything other than personal, non commercial use (including copying, reproducing, distribution, storing or incorporation, whole or part, into any other piece of work) is prohibited without prior permission from David the Bee and Friends. You may not distribute, modify or repost any of this website for any purpose.

3. Damage to your Computer

We will endeavour to keep our website free from viruses or defects. However we are unable to guarantee that your use of this website, or any website accessed through it, will not cause damage to your computer. It is your responsibility to ensure the correct equipment is available to use our website. We will not be liable to any person for the loss or damage arising to computer equipment through use of this website, except in the case of negligence on our part.

4. Content Accuracy

David the Bee and Friends has taken every care to ensure that the descriptions and specifications of products and content on this website is accurate and up to date at the time of publishing. Orders will only be accepted if there are no errors in the pricing or description

of products, as advertised on this website. Colour representations of products cannot always be accurate due to variations caused by browser software or personal computer systems.

5. Availability of Goods

Any order made to David the Bee and Friends is subject to availability and acceptance. Stock availability will be displayed on the website as accurately as possible. However if we find the goods are unavailable from stock, we will advise you via email or telephone (if you have given us your contact details). Under these circumstances you will be given the option to await restock of the item, choose another item, or cancel your order.

6. Product Price

Our website sets out the prices payable for goods. All the prices shown are correct at the time of publishing, subject to paragraph 4. If we are unable to accept your order of specific goods at the price indicated, we will advise you via email or telephone (if you have given us your contact details). Under these circumstances we will offer to sell you the specific goods at another price and the offer period will be advised when we contact you.

7. Terms of Payment

Your account will be charged for payment upon receipt of your order, unless we are unable to deliver your goods within 30 days. We do not accept liability for late delivery if you have not provided us with the correct details. Should it not be possible to obtain full payment for the goods ordered, we may cancel our contract and/or suspend any further deliveries to you. This does not affect any other rights we may have.

8. Order Acknowledgement and Acceptance

We will send you an 'acknowledgement' email to confirm receipt of your order and outline the order details. An 'acceptance' email will be sent on dispatch of your goods. Please refer to paragraph 1.

9. Order Errors

Any errors that you make during your order can be corrected up until you click on the 'purchase' button at order completion.

10. Order Cancellations - By You

The Distance Selling Regulations outline your right to cancel your order within seven days of receipt of your goods. It is not necessary that you give a reason for cancelling your contract and there is no penalty for doing so. You must notify us of your cancellation and we will stop the processing of your order. If your order has already been delivered and is unopened you must return it to us (at your cost and risk) at our contact address unopened. If your order has been received and opened you

must repackage the goods and return them to us at your cost and risk. Goods should be returned to us unworn, unwashed and with all their labels attached. Return delivery and charges are made at your own cost and risk.

Once we have been notified of your order cancellation and received return of the goods in the condition they were delivered to you, the relevant payment will be re-credited to your account within 30 days of your order. We will not refund goods that are not returned to us. If delivery costs are unpaid, we have the right to deduct the direct costs of recovering the goods from the amount we re-credit you. However, if the goods delivered to you are faulty, we will re-credit the delivery costs incurred by you.

11. Order Cancellations - By Us

David the Bee and Friends reserves the right to cancel a contract if:

- (i) we do not have sufficient stock to fulfil the order;
- (ii) the price for the goods ordered was listed incorrectly;
- (iii) the postal address is out of our delivery area.

We will notify you by email if we find it necessary to cancel our contract and will re-credit the relevant funds to your account within a maximum of 30 days of your order.

12. Delivery

Delivery prices and details are outlined in the 'delivery' section of our website. Goods will be delivered to the address you specify when making your order. Accuracy of this address is therefore important. Once goods have been delivered we cannot accept liability for their loss or damage (unless it is by our own negligence). We will aim to deliver goods to you within the timescales laid out in the 'delivery' section of our website, but delivery times are not guaranteed. If delivery of goods is delayed, we will extend the delivery date and contact you to advice of the change.

Delivery prices will vary depending on the goods ordered and the delivery address; these are outlined in the 'delivery' section of our website. Delivery charges cannot be refunded unless goods are faulty.

13. Risk and Ownership

The risk of damage or loss of goods passes to you once you have received them. The goods only become yours once they have been successfully delivered and we have received full payment. The goods supplied are not for resale.

14. Liability

If you have not received the goods you have ordered after 30 days of ordering them, you must advise us in writing (at our contact address), within 60 days of the date you ordered them, [otherwise we will have no liability to you (unless this is not reasonably practicable)].

If you advise us of a problem under this condition, we will give you the option to:

- (i) have your order completed;
- (ii) take replacement of faulty goods;
- (iii) receive a refund for the relevant goods (in whichever way we choose).

Both parties will only be liable under this contract for losses which are a reasonably foreseeable consequence of the relevant breach of contract. Without prejudice to the generality of the foregoing, we exclude to the fullest extent permitted by law indirect or consequential losses.

It is your responsibility to observe and comply with all relevant regulations and legislation, including permits relating to customs and importation when purchasing goods from our website. The importation/exportation of goods from one country to the next may be prohibited under certain national laws. We accept no liability and make no representation in respect to the import/export of the goods you purchase from our website. You are responsible for any export or import taxes chargeable on the goods you purchase from our website.

Despite the foregoing, the content of these Terms and Conditions is not meant to limit any of your consumer rights under applicable local law, or other statutory rights which may not be excluded, nor to limit or exclude our liability to you for personal injury, or death, as a result of our negligence.

15. Notices

All notices from you, unless otherwise expressly stated in these Terms and Conditions, must be sent, in writing to us at our contact address (David the Bee and Friends Bramble Bank, 57 Dunbeth Avenue, Coatbridge, North Lanarkshire ML5 3JG). All notices from us to you will be either displayed on our website or emailed to you at the email address you have provided us with.

16. Law, Jurisdiction and Language

This website, its content, and any contract formed through use of this website is governed by, and construed, in accordance with English law. The parties involved in such a contract agree to submit to the exclusive jurisdiction of the English courts.

All contracts are concluded in English.

17. Invalidity

Should any element of these Terms and Conditions be unenforceable (as well as any provision where we exclude our liability to you) the enforceability of any other part of these Terms and Conditions will not be affected.

18. Changes to Legal Notices

We reserve the right to amend and change these Terms and Conditions. You are responsible for regularly reviewing the content of our Terms and Conditions to ensure timely notice of such changes.

19. Privacy

The use of this website is governed by a privacy policy (please see our Privacy Statement), by using this website you acknowledge and agree to be bound by its terms.

20. Third Party Rights

Nothing in any contract between us is intended to, nor shall it confer, any rights on a third party.

PRIVACY STATEMENT

David the Bee and Friends is committed to protecting the privacy of any person using our website. Any information provided by you to us will be treated confidentially. This statement is intended to set out how any personal information obtained from you will be used.

Note: If you are under the age of 18, you MUST obtain permission from your parent or guardian before applying, registering or providing any personal information to us.

1. Collection and Use of Personal Information

In general our website can be visited without the need to reveal any of your personal information. However, under certain circumstances (such as requesting information from us, making an order of goods or signing up for our newsletter) you will need to register with us and will be required to provide us with a certain amount of information (such as your contact details). This information will be stored and held on a computer, or otherwise.

The information you provide us with will be used to register you with our website and to administer it. We will also use your information for our own assessment and analysis (such as customer and product analysis and marketing purposes) which will enable us to develop, review and improve our services.

2. Cookies

A cookie is a piece of data that many websites use to send information to your browser, this information may then be stored by your system.

We may use cookies to help us provide you with, for example, customised information from our website. Cookies do not hold any confidential information about you (such as your banking details, home address or telephone numbers). We do not exchange cookies with any external data suppliers or third party websites. If you do not want your computer to accept cookies you should adjust your own browser settings accordingly.

3. Security

We will endeavour to take all reasonable steps to protect your personal information. However, we cannot be held responsible for the security of any data that you disclose online and will not be held accountable for any breach of security, unless this is due to negligence or willful default on our part.

4. Disclaimer

We cannot be held responsible for any information you disclose in the public community areas of the David the Bee and Friends website, or any website we provide links to. Such information can be viewed or collected by any third party and you should always be wary of publishing any personal details in public community areas.

We would also encourage you to read the privacy policies of any website you choose to link to through the David the Bee and Friends site, so that you may understand what information may be collected from you and for what purpose.

David the Bee and Friends cannot be held responsible for the policies of any third party website listed on our website, you access these websites at your own risk.