

BUSINESS TO CONSUMER – ONLINE TERMS AND CONDITIONS BETWEEN FOR THE SALE OF GOODS, SERVICES AND DIGITAL SERVICES

1. **These terms**

- 1.1 These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. **Information about us and how to contact us**

- 2.1 I am Meg Muir a sole trader established in England and Wales.
- 2.2 You can contact me by writing to me at info@megmuir.co.uk
- 2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. Other communication channels could be by Facebook, Instagram or Linked in depending on how you contact me.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails if I am provided with this information.
- 2.5 Our store is hosted by Wix.com. They provide us with the online e-commerce platform that allows us to sell our products and services to you. All payments options use advanced SSL encryption to keep transactions secure Meg Muir Artist is charged as the seller for this service by WIX.
- 2.6 On purchasing our services, in our terms you agree not to reproduce, duplicate, copy, sell, re-sell or exploit any portion of the service, products for your own personal gain.
- 2.7 If you place multiple orders to go to different addresses or requires separate packaging, in this instance we ask you to contact us as this will be subject to additional charges.

3. **Our contract with you**

- 3.1 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 As I am a sole trader and small there will not be an order number, each product is named. (I.e.: oven gloves with poppies) It will help us if you can tell us the correct name of the product should you wish to query anything.
- 3.4 OPTIONAL CLAUSE: [Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK, currently. If you are outside the UK and wish to make a purchase, you will need to contact me directly so that we can find out the correct postal fees and methods to arrange for the product to be posted to you in these circumstances.

4. **Our products**

- 4.1 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Every care is taken when putting product information, descriptions, and images online but will not be held responsible for any mistakes or omissions to any information given. In some cases, slight variations may be because of different fabrics used and colours can differ in this instance.
- 4.2 If we are making the product to measurements, you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us. Always seek advice before ordering curtain fabric so that we can guide you. If you are unsure of measurements, we can film the process so that we can ensure that every effort is made for accuracy.
- 4.3 As we are a small business our suppliers (Fabric printers, kitchen splash back & curtain makers) from time to time prioritise bigger orders than ourselves, this is normal business practice and as a result we can experience delays in our delivery timescales. These are out of our control, in all cases when printing fabrics we will do our level best to support you, however we do ask for your understanding and patience. We will always keep you updated and always informed. When your order is processed and printed is in not possible to refund unless faulty as this work is called 'print on demand' service.
- 4.4 Due to the nature of many of the items sold being handmade or ordered in relatively small quantities from UK suppliers shipping times can vary. If you are ordering bespoke services, all expectations on delivery will be fully discussed and on-going updates will be received. Please double check your measurements, as a small business your errors cannot be ours, we are too small to carry that burden.

5. **Your rights to make changes**

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary because of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 0). However, if this change is a print on demand service, it will in some cases not be possible to make changes. So please make sure you measure correctly and follow the guidelines and do not order anything until you are sure of the commitment.

6. **Our rights to make changes**

- 6.1 We may change the product to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- 6.2 In addition, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. **Providing the products**

- 7.1 The costs of delivery will be as displayed to you on our website, if there are multiple items this will be calculated, and any additional costs will be notified to you before posting. In all cases our postage is tracked and signed for, we will hold all tickets should there be any problems. Expensive items will need to be insured correctly to protect you and our business. An example of this would be the cost of replacement for an item, re-painting or re-making, delivery etc.
- 7.2 During the order process we will let you know when we will provide the products to you.
- 7.2.1 If the products are goods, we will deliver them to you as soon as reasonably possible. We will contact you with an estimated delivery date.
- 7.2.2 We will begin the services on the date agreed with you during the order process.
- 7.2.3 Please be aware that we currently offer a standard postage option of where we aim to deliver within 5 – 7 working days as set out by Royal Mail second class tracked.
- 7.2.4 Delivery Address – please check this is full and accurate including house names, landmarks you use if this is often complicated for you. Any errors are not the responsibility of Meg Muir Artist. If returned due to incorrect details the customer is responsible to repay for re-delivery.
- 7.2.5 The customer is responsible for collecting from a sorting office if a delivery has been attempted but missed, any returns to us due to no collection will result in the customer paying for redelivery.
- 7.2.6 In the event of strikes, weather conditions or any reason out our control we cannot be held responsible for late delivery or loss of package caused by a third party contracted to make delivery, or by you or because of some unforeseen circumstances. In the event where you do not receive your package, an investigation will be conducted with the carrier and may take several days to complete on receipt of your claim. During this period of investigation, no reimbursement or re-delivery will take place. Once resolved you will be informed of a re-delivery date or replacement if lost by the third party or refunded. If the original order is lost and was a bespoke order this can be replaced but will take time.
- 7.2.7 We do not take responsibility for the items left in a particular safe place on delivery, this is at the customer's own risk.
- 7.3 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will

not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

- 7.4 If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of [10.00 am – 4.00 pm] on weekdays (excluding public holidays) Weekend pickups are available on request.
- 7.5 As we use the Post Office for our deliveries, they will be responsible for your delivery and will notify you accordingly if a delivery was attempted etc. Please note we use Royal Mail, and we offer 2nd class tracked standard delivery unless requested by you for a speedier service, in this instance you will be subject to increased charges. We can provide all tracking numbers to you on request.
- 7.6 If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, it is likely the goods will return to us eventually, this can be a protracted process out of our controls. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 0 will apply.
- 7.7 You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods, then you may treat the contract as at an end straight away if any of the following apply:
- 7.8.1 We have refused to deliver the goods.
- 7.8.2 Delivery within the delivery deadline was essential (taking into account all the relevant circumstances);
or
- 7.8.3 You told us before we accepted your order that delivery within the delivery deadline was essential. If delivery dates are tight or there is a strike or existential problems out of our control, we will make every effort to inform you and ask for your patience and reasonable timeframes to support your order. It is unlikely I will be pressured by tight timelines as a sole trader.
- 7.9 If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 0, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.10 If you do choose to treat the contract as at an end for late delivery under clause 0 or clause 0, you can cancel your order for any of the goods or reject goods that have been delivered. If the goods have been delivered to you, you must either return them by post or deliver them back to us in person. We will pay the costs of postage. Please email us at info@megmuir.co.uk for advice on the best process to use. Refunds cannot be issued until any goods have been received and checked to ensure they are in the perfect condition of initial delivery.
- 7.11 A product which is goods will be your responsibility from the time we deliver the product to the address you gave us, or you collect it from us.
- 7.12 You own a product which is goods once we have received payment in full.
- 7.13 We may need certain information from you so that we can supply the products to you. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 0 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a

result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

7.14 We may have to suspend the supply of a product to:

7.14.1 Deal with technical problems or make minor technical changes.

7.14.2 Update the product to reflect changes in relevant laws and regulatory requirements.

7.14.3 Make changes to the product as requested by you or notified by us to you (see clause 0).

7.15 We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency. If we must suspend the product for longer than 3 months you may contact us to end the contract for a product and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.16 If you do not pay us for the products when you are supposed to (see clause 0) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. As well as suspending the products we can also charge you interest on your overdue payments (see clause 0).

8. **Your rights to end the contract**

8.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 0;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 0;

8.1.3 If you have just changed your mind about the product, see clause 0. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions, and you will have to pay the costs of return of any goods.

8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.

8.2 If you are ending a contract for a reason set out at (1) to (5) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

8.2.1 We have told you about an upcoming change to the product or these terms which you do not agree to (see clause 0)

8.2.2 We have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed.

8.2.3 There is a risk that supply of the products may be significantly delayed because of events outside our control.

- 8.2.4 We have suspended supply of the products for technical reasons or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months.
- 8.2.5 You have a legal right to end the contract because of something we have done wrong.
- 8.3 For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 You do not have a right to change your mind in respect of:
- 8.4.1 Items made to your specifications, or which are clearly personalised or printed on demand, ie curtain fabric to your own personal specifications. Also, any print on demand clothing.
- 8.4.2 Services, once these have been completed, even if the cancellation period is still running.
- 8.4.3 As we provide unique bespoke services, we do not carry stock and therefore any services, goods or print on demand services cannot be cancelled if the process has been put into motion.
- 8.4.4 If bespoke work has started, we cannot accept a cancellation in this instance during this period.
- 8.4.5 In very difficult circumstances we will always try to be fair and look at each case individually.
- 8.5 How long you have depended on what you have ordered and how it is delivered.
- 8.5.1 If you have bought services, you have 14 days after the day we contact you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind, a deposit will be maintained if services have begun. Again, print on demand is not refundable.
- 8.5.2 If you have bought goods, you have 14 days after the day you (or someone you nominate) receives the goods, unless:
- 8.5.2.1 Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you receive the last delivery to change your mind about the goods.
- 8.5.2.2 Your goods are for regular delivery over a set period, you have until 14 days after the day you receive the first delivery of the goods.
- 8.6 Even if we are not at fault and you do not have a right to change your mind (see clause 0), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for products not provided but we may deduct from that refund
9. **How to end the contract with us (including if you have changed your mind)**

- 9.1 To end the contract with us, please let us know by doing one of the following:
- 9.1.1 Email us at megmuir@btinternet.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.2 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us in the same packaging and in the same unused condition. You must either return the goods in person or post them back to us at Meg Muir Artist, 50 Park Lane, Barlow, Near Selby, North Yorkshire, YO8 8EW. If you are exercising your right to change your mind you must send off the goods within 7 days of telling us you wish to end the contract. Refund will not include your postage on receipt of returned goods. We also require the item to be paid for as a tracked item when returned. All goods remain the customers responsibility until we receive them.
- 9.3 We cannot afford to offer refunds of postage on 'change of mind', this is only available on faulty goods.
- 9.3.1 If the products are faulty or misdescribed.
- 9.3.2 If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so because of something we have done wrong; or
- 9.3.3 If you are exercising your right to change your mind within the cooling off period, you must return the goods at your own expense due to the nature of working with a small artisan business.
- In all other circumstances, you must pay the costs of return with traceable postage and relevant paperwork to be provided to us.
- 9.3.4 You have up to 48 hours on receiving your goods to apply for a refund for a damaged or faulty item.
- 9.3.5 If your order is damaged during delivery, please contact us with photographic evidence. We will either re-send the same products again or refund you the full amount. If an item has been hand painted as a bespoke order, please accept this will take time if you require a replacement. However, if an item is a one off and cannot be replaced a full refund will be given or an alternative product may be available.
- 9.4 If you are responsible for the costs of return, we can & will charge you any additional unexpected costs as the direct result of any postage problems caused by the customer.
- 9.5 We will refund you the price you paid for the products including delivery costs, by bank transfer or Paypal.
- 9.6 If you are exercising your right to change your mind:
- 9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before, we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you

choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option. All goods returned must be insured at the appropriate amount to cover any losses we may incur as a result of mis-directed mail.

9.6.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then:

9.7.1 Once goods have been received and are in the same as new condition (Less postage as per .

9.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. **Our rights to end the contract**

10.1 We may end the contract for a product at any time by writing to you if:

10.1.1 You do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due.

10.1.2 You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products.

10.1.3 You do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 If we end the contract in the situations set out in clause 0 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. This will not apply to print on demand services or bespoke work.

10.3 We may write to you to let you know that we are going to stop providing the product. We will let you know at least 2 weeks in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. **If there is a problem with the product**

11.1 If you have any questions or complaints about the product, please contact us. You can write to us at 50 Park Lane, Barlow, Near Selby, North Yorkshire, YO8 8EW or email us on info@megmuir.co.uk

11.2 If you wish to exercise your legal rights to reject products you must either return them in person or post them back to us. We will pay the costs of postage as agreed in our correspondence. Please email us at info@megmuir.co for a refund of agreed postage costs. Please note this event is highly unlikely to happen. We would not send you faulty goods. If goods are coming direct from our suppliers, we cannot control this and would need to see photographic evidence of any problems. All goods must be received back at our address before a refund is made.

12. **Price and payment**

12.1 The price of the product will be the price set out in the Order or our acceptance of it. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 0 for what happens if we discover an error in the price of the product you order.

12.2 Meg Muir Artist is not registered for VAT now as this is a small artisan business offering limited stock of bespoke and unique items.

12.3 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 We accept payment with debit & credit cards as listed on the WIX site. When you must pay depends on what product you are buying:

12.4.1 For goods, you must pay for the products before we dispatch them.

12.4.2 For services, you must make an advance payment of 50% of the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them, prior to delivery all final payments need to be settled before postage of goods is sent. All invoices must be paid within 5 days of receipt or immediately if products are to be posted immediately to you.

12.5 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of The Bank of England. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.6 If you think an invoice is wrong please contact us promptly to let us know.

13. **Our responsibility for loss or damage suffered by you**

13.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.

13.3 We use only UK business for our supplies and printed products all comply with British Trading Standards, in the unlikely event there are issues we will provide our list of suppliers with you.

13.4 We only supply the products for domestic and private use unless agreed by us the re-sale of our products. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. (Exception – If we are supplying fabrics for you to use in a commercial premises.

14. **How we may use your personal information**

14.1 We will only use your personal information as set out in our privacy policy.

14.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

15. Intellectual Ownership

15.01 All the website, social media content, illustrations, artworks, designs, texts, names images and videos excluding manufacturer supplied descriptions are the property of Meg Muir Artist. Any partial or total reproduction of this content, along with any commercial re-selling of any products or designs (online or offline) by any means and on any support, is subject to prior and express authorisation by Meg Muir Artist. Everything is protected by international law concerning intellectual property, ownership, and copyright.

15.02 Meg Muir Artist will not under any circumstances be held responsible for any user violating rights held by a third party through his activities on this site.

PRIVACY STATEMENT

I/We, Meg Muir Artist are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

Data Protection Act 1998 ('the Act')

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

Use and collection of personal information.

In general, you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

We may use information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

We do not share our data with any third parties unless you request this in your order as a gift. We may share details of our products, designs, sales with you as part of our marketing.

We may disclose your personal information to third parties:

- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.

Cookies

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website, and these types of cookies collect the information in an anonymous form. The website is managed by WIX who may have their own cookie policies.

Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, at info@megmuir.co.uk

Security

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

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by checking certain boxes on the forms we use to collect your data.

General

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to: info@megmuir.co.uk

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