



JANE AUSTEN'S
HOUSE

Jane Austen's House – Gift Shop terms and conditions

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Returns & Delivery Policy and Return Form – please see separate links

Our terms

- 1. **These terms**
- 1.1 **What these terms cover.** These are the terms and conditions on which we supply goods to you. The Returns and Deliveries Policy also forms part of these terms and conditions.
- 1.2 **Why you should read them.** 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 [or require any changes] please contact us to discuss on enquiries@janeaustens.house.

2. Information about us and how to contact us

Who we are. We are JAHM Trading Company Limited ("JAHM") a company registered in England and Wales. Our company registration number is 10875950 and our registered office is at our address Jane Austen's House Museum, Winchester Road, Chawton, Alton, Hampshire, GU34 1SD (a wholly owned subsidiary of Jane Austen's House Museum Charitable Incorporated Organisation, a charity registered in England and Wales with number 1156458). Throughout these terms and conditions, we will refer to JAHM as Jane Austen's House.

Our registered VAT number is 283380300.

2.1 How to contact us. You can contact us by writing to us at enquiries@janeaustens.house

2.2 How we may contact you. If we have to contact you, we will generally do so by email but may also do so by telephone or by writing to you at the postal address you provided to us in your order.

2.3 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. 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 cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will refund 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 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We sell according to the law of England and Wales. If you are purchasing from outside this UK we cannot be responsible for ensuring that our products comply with the laws and regulations of the country from which you are ordering. You should be aware that there may be implications in relation to taxes or other costs for which you will be responsible. There will also be costs relating to delivery. Please also refer to our Returns and Deliveries Policy for further details. Our Returns and Delivery Policy form part of this contract.

4. Our products

4.1 Products may vary slightly from their pictures. 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 especially if your product is handmade. Please also refer to our Returns and Deliveries Policy for further details

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

4.3 Making sure your measurements are accurate. 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. Please also refer to our Returns and Deliveries Policy for further details

4.4

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 as a result 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 8- Your rights to end the contract).

6. Our rights to make changes

We may make minor changes to the product to implement minor technical adjustments and improvements, for example to address a safety concern. These changes will not affect your use of the product

7. Providing the products

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website and in our Returns and Deliveries Policy for further details

7.2 When we will provide the products. We will endeavour to despatch your order within 3-5 days and in any event within 30 days after the day on which we accept your order OR we will contact you with an estimated delivery date OR to agree a delivery date- In certain

cases, and where expressly identified on our website certain products will be despatched within a different time scale. This will always be made clear on our website and those despatch times will apply.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you by email as soon as possible and will 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 Collection by you. If you have asked to collect the products from our premises, you can collect them from us at any time by prior arrangement during our working hours as identified on our website from time to time. You should be aware that our opening hours vary according to season and it is your responsibility to ensure that we are open when you wish to collect your product.

7.5 Failure to collect or re-arrange delivery. 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 we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

7.6 Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. If we fail to deliver within 30 days or within the period advised to you, you may treat the contract as at an end straight away. This clause does not apply to deliveries outside England and Wales, please refer to our Returns and Delivery Policy for details of deliveries to the rest of the world as we cannot be held responsible for delayed delivery times within your country of residence.

7.7 Setting a new deadline for delivery. 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 7.6, you can give us a new date for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new date.

7.8 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 7.6 or clause 7.7, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us, ensuring that you have adequately insured the return of the product,

the product remains your responsibility until receipt by us. We will pay the costs of postage or collection. Please email us as provided for in our Returns and Deliveries

7.9 When you become responsible for the product. A product will be your responsibility from the time we deliver the product to the address you gave us or you or you collect it from us.

7.10 When you own the product. You own a product once we have received payment in full.

7.11 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, names to be inserted on a product. If so, this will have been stated in the description of the products on our website. We will contact you in writing 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 10.2 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. It is your responsibility to ensure that you give us the correct address for delivery

8. Your rights to end the contract

8.1 You can always end your contract with us. 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:

- (a) 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 11;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
- (c) If you have just changed your mind about the product, see** clause 8.3 and 8.4. You may be able to get a refund if you are within the cooling-off period, but you will have to pay the costs of return of any product;

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see Error! Bookmark not defined.Error! Reference source not found.);**

- (b) 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;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) 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 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.6). This clause only applies to deliveries within England and Wales, we cannot in any way be held responsible for delayed delivery in the rest of the world.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).

For most products bought online you have a legal right to change your mind within 14 days (the cooling-off period) and receive a refund. However, under our goodwill promise we are pleased to extend this to **30 days**. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. Where your products are split into several deliveries over different days you have until 30 days after the day you (or someone you nominate) receive the last delivery to change your mind about the products.

8.4 Our goodwill promise. Please note, these terms reflect the goodwill promise offered by JAHM Trading Company Limited of Winchester Road, Chawton, Alton, Hants GU34 1SD to its customers, which is more generous than your legal rights under the Consumer Contracts Regulations as set out below. This goodwill promise does not affect your legal rights in relation to faulty or misdescribed products (see clause 11.2):

Right under the Consumer Contracts Regulations 2013	How our goodwill promise is more generous
14 day period to change your mind.	30 day period to change your mind.

8.5 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) Earrings
- (b) Vouchers
- (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (d) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and

- (e) any products which become mixed inseparably with other items after their delivery.

8.6 How long do I have to change my mind? You have 30 days after the day you (or someone you nominate) receives the products

9. How to end the contract with us (including if you have changed your mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by following the procedures as set out in our Returns and Deliveries Policy

9.2 Returning products after ending the contract. 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 exceptional circumstances we may not require the product to be returned, please refer to our Returns and delivery Policy. You must either return the goods in person to where you bought them or post them back to us at Jane Austen's House, Chawton, Hants GU34 1SD Please email us at enquiries@janeaustens.house and follow the procedures as set out in our Returns and Deliveries Policy. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract. If you post them back to us, please ensure that you have adequately insured the return of the product, the product remains your responsibility until receipt by us

9.2 When we will pay the costs of return. We will pay the costs of return, being the same as our costs for standard delivery:

- (a) if the products are faulty or misdescribed;
- (b) 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 as a result of something we have done wrong; or

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return. Please also refer to our Returns and Delivery Policy.

9.3 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.4 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) 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.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For certain high value products, we recommend that you adequately insure the product as you remain responsible for the product until it has been received by us.

9.5 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then If we have not offered to collect the product, your refund will be made within 14 days from the day on which we receive the product back from you. For information about how to return a product to us, see clause 9.2 and refer to our Returns and Delivery Policy. Please remember that it can take some time for your bank or credit card company to process and post the refund to you.

10. Our rights to end the contract

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

- (a) 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;
- (b) 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, for example, name to be inserted on a product

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 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 .

11. If there is a problem with the product

11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can write to us at enquiries@janeaustens.house or Jane Austen's House, Chawton, Hants GU34 1SD. Alternatively, please speak to one of our staff in-store. Please also refer to our Returns and Delivery Policy.

11.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3 and 8.4

11.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or post them back to us. We will pay the costs of our standard postage or the direct cost to us of collection. Please email us at enquiries@janeaustens.house and look at the Returns and Delivery Policy. If the product is rejected due to being damaged you may not have to return it to us, a photograph may suffice. Contact us at enquiries@janeaustens.house so that we may advise you on the best way forward.

12. Price and payment

12.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong? 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 products provided to you.

When you must pay and how you must pay. We accept payment with most credit and debit cards, save for American Express and Diners Club. Payment will be taken when you place the order. You must pay for the products before we dispatch them.

We can charge interest if you pay late. 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 National Westminster Bank from time to time. This interest shall accrue on a daily basis 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.

12.4 What to do if you think your order confirmation is wrong. If you think an order confirmation is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly notified sums from the original due date.

13. Our responsibility for loss or damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us. 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, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

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

13.3 We are not liable for business losses. We only supply the products for domestic and private use. 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.

13.4

14. How we may use your personal information

14.1 **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy (please see separate link)

15. Other important terms

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our goodwill promise)**

~~15.3~~ **Nobody else has any rights under this contract (except someone you pass your goodwill promise on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms

15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the law of England and Wales and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

15.7 **Complaints.** If you would like to complain about our products or delivery to you please email us at enquiries@janaustens.house and we will respond to you as soon as possible. In all cases, please be sure to quote your reference number (found on your confirmation email) to us in all communications. We will use our best endeavours to resolve any complaint you may have.

15.8 If you are not happy with how we have handled any complaint, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform at <http://ec.europa.eu/odr>.