

SPAEDA RETURN'S POLICY

Who are we?

We are the Somerset Partnership Arts Education Agency (SPAEDA), a registered charity number: 1083241. Our address is Spaeda Arts Education, Hestercombe Gardens, Cheddon Fitzpaine, Somerset TA2 8LQ ("we/us/our")



1. Definitions and Interpretation

In this policy, unless the context otherwise requires, the below expressions have the following meanings:

"Consumer" is as defined in the Consumer Rights Act 2015

"Contract" means the contract for the purchase and sale of the Products

"Customer" means you, who is placing an Order with us

"Goods" means the products purchased

"Order" means your order for the Good or Services

"Website" means www.spaeda.org.uk

The Return's Policy governs the sale of all services and Goods by us and will form the basis of the contract between you and us.

If you wish to place an order with us, our website will guide you through the ordering process.

If placing an order online, before submitting your order, you will be given the opportunity to review and amend it. Please ensure that you have checked your order and that you have read this policy carefully before submitting it and making payment. If you are unsure about any part of this policy, please ask us for clarification.

No part of our website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that we may, at our sole discretion, accept.

We then send an order confirmation to you by email; this is NOT contractual acceptance of our ability to provide this product, it is an acknowledgement that we have received your offer, and should the Goods be available as detailed on our website then you have entered into a legally binding agreement to purchase the products.

If we, for any reason, do not accept or cannot fulfil your order, any payment we have taken will be refunded to you as soon as possible (in any event, within 14 days).

Once your order has been accepted, it is your responsibility to notify us of any incorrectly entered order details during checkout.

2. Description and Specification of Goods

We have made every reasonable effort to ensure that the Goods conform to the photographs and descriptions provided in our sales and marketing literature and on our website. We cannot, however, guarantee that all photographs and descriptions will be precisely accurate.

We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements, without notice.

3. Price and Payment

The price of our services and Goods will be as outlined on our website. Our prices may change at any time, but these changes will not affect orders that we have already accepted.

All services and Goods are priced in pounds sterling (£GBP) and exclude delivery charges where applicable, which will be applied at checkout before you complete your order.

We have made every reasonable effort to ensure that our prices, as shown in our current sales and marketing literature and on our website are correct. If we find, or are made aware of, any typographical, clerical, or other accidental errors or omissions in our sales and marketing literature or on our Website, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

If there is an obvious pricing error on our website, we will be under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you an order confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your order.

Delivery charges are not included in the price of the Goods on our website. Delivery options and any related charges will be presented to you as part of the order process, where applicable. Payment for the services or Goods and any related delivery charges must always be made at the time of order and you will be prompted to pay during the order process.

SPAEDA is not currently VAT registered. Should this change in the future then prices will include VAT, where applicable.

Payment for the services and Goods shall be made by you at the time of order. All payments must be paid either via PayPal, either using your card through the PayPal checkout or through a PayPal account, or via Stripe using a debit / credit card.

If it is not possible to obtain payment using the payment details you have provided, your order will be withheld until full payment is received by us.

SCHOOLS ONLY can select an “offline payment” and request an invoice to pay for services or Goods. Only staff with the purchasing authority to authorise the raising of an invoice should

make this booking as we will deem this action to be a guarantee of forward payment. In this instance we will still accept the services and Goods as paid for at the time of booking to enable access to your purchase. An invoice will be sent to the email you have supplied at the time of booking. Failure to make full payment may be breach of contract and SPAEADA may reserve the right to cancel order and seek the return of any Goods supplied. Please note, we prefer that all payments are made online or via bank transfer. Please contact Spaeda if you need to pay via cheque.

4. Delivery

If applicable, all Goods purchased through our website will normally be despatched within 5 working day after the date of our delivery confirmation unless otherwise agreed or specified during the order process (subject to delays caused by events outside of our control – see clause 9 below).

Should your order not arrive by the estimated delivery date, you should contact us in writing as soon as possible so we can investigate.

It is your responsibility to provide us with full and correct delivery address details. If your package is returned to us due to an incorrect or incomplete address, you will be charged the full delivery cost to re-deliver your order to a corrected address

If no one is available at your delivery address to receive the Goods and the Goods cannot be left in a safe place nominated by you, the courier will leave a delivery note explaining how to rearrange delivery or where to collect the Goods.

If you do not collect the Goods or rearrange delivery within the time frame stipulated, we will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery or collection, we will treat the contract as cancelled and recover the Goods. If this happens, you will be refunded the purchase price of the Goods themselves, but not the cost of delivery. We may also bill you for any reasonable additional cost that we incur in recovering the Goods.

In the unlikely event that we fail to deliver the Goods within 30 calendar days of our order confirmation, you may treat the contract as being at an end immediately if:

We have refused to deliver your Goods; or
Considering all relevant circumstances, delivery within that time period was essential; or
You told us when ordering the Goods that delivery within that time period was essential.

If you do not wish to cancel under this clause or none of those circumstances apply, you may specify a new (reasonable) delivery date. If we fail to meet the new deadline, you may then treat the contract as being at an end.

Any sums that you have already paid for cancelled Goods and their delivery will be refunded to you within 14 days. Please note that if any cancelled Goods are delivered to you, you must

return them to us or arrange with us for their collection. In either case, we will bear the cost of returning the cancelled Goods.

Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your order and you (or someone identified by you) have taken physical possession of the Goods.

The responsibility (sometimes referred to as the “risk”) for the Goods remains with us until delivery is complete, at which point it will pass to you. You own the Goods only once we have received payment in full of all sums due (including any applicable delivery charges).

5. Faulty, Damaged or Incorrect Goods

By law, we must provide Goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information we have provided, (unless we have made you aware of any differences). If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Goods, please contact us as soon as reasonably possible to inform us of the fault, damage, or error, take a photograph of the Goods and send to finance@spaeda.org.uk and arrange for the following remedy/remedies:

Beginning on the day that you receive the Goods (and ownership of them) you have a 30-calendar day right to reject the Goods and to receive a full refund if they do not conform as stated above. In this case you must return the Goods as you found them, and we will reimburse delivery costs should we agree to be at fault.

If you do not wish to reject the Goods, or if the 30-calendar day rejection period has expired, you may request a replacement. We will bear any associated costs and will provide the replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a replacement is impossible or otherwise disproportionate, we may instead offer you a full refund. If you request a replacement during the 30-calendar day rejection period, that period will be suspended while we provide the replacement and will resume on the day that you receive the replacement Goods. If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.

If, after replacement, the Goods still do not conform (or if we have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.

Please note that you will not be eligible to claim under this clause if we informed you of the fault(s), damage or other problems with the Goods before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage.

To return Goods to us for any reason under this clause, please contact us to arrange for the return. We will be fully responsible for the costs of returning Goods under this clause and will reimburse you where appropriate.

Refunds under this clause will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund.

All refunds issued under this clause will include all delivery costs paid by you when the Goods were originally purchased and will be made using the same payment method that you used when ordering the Goods, unless you specifically request that we make a refund using a different method.

6. Cancellations

Business-to-Business transactions have no right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Individuals have a legal right to a “cooling-off” period within which you can cancel the contract for any reason. This period begins once your order is complete and we have sent you your order confirmation, i.e., when the contract between you and us is formed. You may also cancel for any reason before we send the order confirmation. A consumer can withdraw from the contract, or cancel within the cancellation period, by informing us in writing that they wish to do so.

If you have ordered the supply of Digital Content (i.e., not a tangible medium) the 14-day cancellation period begins the day after the day on which the contract was made.

If you want to download the digital content within 14 days of buying it, you must agree to waive your cancellation rights.

If you don't wish to waive your cancellation rights, the 14-day cooling-off period still applies, but you won't be able to download your digital content until this period has ended.

If you have ordered Goods and they are being delivered to you in a single instalment (whether single or multiple items), the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the Goods.

If the Goods are being delivered in separate instalments on separate days, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of Goods.

If you wish to exercise your right to cancel under this clause, you must inform us of your decision within the cooling-off period. You may do so in any way you wish. Cancellation by email is effective from the date on which you send us your message. Please note that the cooling-off period lasts for 14 whole calendar days. If, for example, you send us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and

accepted. If you would prefer to contact us directly to cancel, please use the contact form available on our website.

Please note that you may lose your legal right to cancel under this clause if:

The Goods are not sealed in the same box that it was delivered in with the same internal protection

The Goods were made to order and are bespoke to you

Please ensure that you return Goods to us no more than 14 calendar days after the day on which you informed us of your wish to cancel under this clause.

You may return Goods to us by post or another suitable delivery service of your choice. Please contact us to obtain details of the returns address. Please note that you must bear the costs of returning Goods to us if cancelling under this clause. We will reimburse standard delivery charges in full as part of your refund. However, we cannot reimburse for premium delivery.

Refunds under this clause where applicable will be made using the same payment method that you used when ordering the Services.

7. Cancellations by Us

We may cancel the order for any reason at any time prior to the date of the commencement of the Services or before we despatch the Goods to you. If we cancel and you have made any payment to us, that/those sum(s) will be refunded to you. The refund will be our sole liability.

8. Our Liability

We will be responsible for any foreseeable loss or damage that you may suffer because of our breach of these Terms and Conditions or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.

Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer. More information on your rights as a Consumer can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.

9. Events Outside of Our Control (Force Majeure)

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include but are not limited to, failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

10. Communication, Complaints and Feedback

If you wish to contact us in writing, please use the contact form on our website or email info@Spaeda.org.uk

We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you wish to complain about any aspect of your dealings with us, please contact us in writing so we can investigate.

11. Third Party Rights

The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

12. Governing Law and Jurisdiction

These Terms and Conditions and the Contract between you and us will be governed by, interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
Consumer Rights Act 2015*