

Terms & Conditions of Sale

Legal information relating to the sale of goods on the soulfiredceramics.co.uk website.

TERMS AND CONDITIONS OF SALE OF GOODS

Introduction

This page (together with the documents expressly referred to on it) tells you information about us and contains the legal terms and conditions on which we sell Products to you.

On this page the words "**we**" "**us**" and "**our**" refer to Soul Fired Ceramics.

We strongly recommend that you read these Terms carefully, as they will form part of the Contract between us. Please make sure that you understand them, before ordering any Products. Our relationship is subject to these Terms and they impose certain responsibilities upon you and they exclude and limit our liability to you in the event of loss or damage. Please note that by ordering any Products, you agree to be bound by these Terms and the other documents expressly referred to in them.

You should print and keep a copy of these Terms for future reference. Please tick the relevant box on the order page to indicate your agreement to these Terms. Please understand that if you do not accept these Terms then you will not be able to order Products.

Please note that, from time to time we may amend these Terms, as set out in clause 16. Every time you submit an order to us, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are in the English language only.

1. Definitions

1.1. When the following words with capital letters are used in these Terms and the Introduction, this is what they mean:

Contract means the individual legally binding contract formed between you and us when you place an order which we accept according to the provisions of clause 6 below;

Confirmation Email the email we send to you after you have submitted an order to us, as explained in clause 6.5 below;

Dispatch Confirmation the email we send to you confirming that the Products you have ordered have been dispatched to you, as explained in clause 6.6 below;

Event Outside Our Control is defined in clause 15 below;

Products means the products listed on our website (at soulfiredceramics.co.uk) from time to time;

Site the website that operates at www.soulfiredceramics.co.uk

Terms the terms and conditions on which we supply Products to you.

2. Information about us

2.1. We are Soul Fired Ceramics.

2.2. Should you wish to contact us about these Terms, please do so using the following contact information:

- 2.2.1. Email: dawn@soulfiredceramics.co.uk
- 2.2.2. Telephone: +44 (0) 1980 863267;

2.3. To cancel a Contract in accordance with your legal right to do so as set out in clause 11, you just need to let us know that you have decided to cancel. Please notify us by email to dawn@soulfiredceramics.co.uk and include details of your order to help us identify it. Your cancellation is effective from the date you send us the email.

3. Our Products

3.1. The images of the Products on the Site are for illustrative purposes only. Due to their hand-crafted nature our Products may vary slightly from those images. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Products.

3.2. All Products shown on the Site are subject to availability. We will inform you by email as soon as possible if the Product you have ordered is not available.

4. Use of the Site and these Terms

4.1. Your use of the Site is governed by the [Terms of Website Use](#). Please take the time to read these, as they include other important terms which apply to you.

4.3. These Terms and the Site's [Privacy Policy](#) form part of the Contract between you and us.

6. How a Contract is formed between you and us

6.1. You will find information on how to order Products on the website.

6.2. During the checkout process you will be asked to complete your payment details. Where requested you must complete the compulsory fields indicated. All credit/debit card transactions on the Site are processed using Stripe or PayPal, secure online payment gateways that encrypt your card details and cannot be accessed by us. You agree to abide by any terms and conditions imposed by Stripe or PayPal in connection with the processing of your payment for purchasing Products from us. You acknowledge and agree that we are not responsible for the acts and/or omissions of Stripe or PayPal.

6.3. Any personal information (meaning 'personal data' as defined in the Data Protection Act 1998) that we can access about you will only be used in accordance the Site's [Privacy Policy](#). Please take the time to read this, as it includes important terms which apply to you.

6.4. Our order process allows you to check and amend any errors in your order at each stage of the process. Please take the time to read and check your order at each page of the order process. The order summary shown to you before you submit your order will summarise your order including the total price of the Products you have ordered, delivery charges and any charges for additional services, such as gift wrapping, (if you have asked for them). Please also check the order summary carefully before submitting your order.

6.5. After you place an order, you will receive a Confirmation Email from us acknowledging that we have received your order. This does not mean that your order has been accepted, nor that a Contract between us has formed. Our acceptance of your order will only take place as described in clause 6.6.

6.6. We will confirm our acceptance to you by sending you an email, which will confirm that the Products have been dispatched to you at the address you included when you submitted your order (Dispatch Confirmation). The Contract between us will only be formed at the time when we send you the Dispatch Confirmation.

6.7. If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on the Site as referred to in clause 9.5, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

7. Delivery

7.1. All Products are delivered to you via a third-party delivery fulfilment provider.

7.2. Delivery charges and timescales will vary depending on the type of Product ordered and the delivery address. The cost of delivery will be set out in the order summary shown to you before you pay for your order. Please read the order summary carefully and ensure that you understand and agree to pay the cost of delivering your order to its destination. We will ensure that the Products you have ordered from us are delivered to you without undue delay and in any event not more than 30 days after the date of the Dispatch Confirmation. Details of estimated delivery times are given on the Site and prior to submitting your order to us. Please read clause 15 about what happens if there is an Event Outside Our Control, which results in a delay in delivery or failure to deliver the product. If there is an Event Outside Our Control, we will contact you to discuss what will happen next.

7.3. Depending on the number of Products you order from us and whether or not the Products you have ordered are available for delivery at the same time, we may split the Products you have ordered from us across a number of separate deliveries.

7.4. Delivery will be completed when the all Products you ordered from us are delivered to the address you gave us for delivery when you submitted your order to us.

7.5. The Products will be your responsibility from the completion of delivery. You should check all Products you receive against your order as soon as possible to make sure they reflect what you ordered and that they are not damaged or are not as described. If you discover that the Products do not reflect what you ordered, are damaged or are not as

described you must tell us as soon as reasonably possible after discovering this by email to the address shown in clause 18. You must also return the Products to us as soon as reasonably practicable.

7.6. If you are a consumer, if we miss the delivery deadline for any Product (see clause 7.2) then you may immediately cancel your entire Contract under which that Product was purchased if any of the following apply:

- 7.6.1. we have refused to deliver the Product;
- 7.6.2. delivery within the delivery deadline was essential (taking into account all the relevant circumstances at the time the Contract was entered into); or
- 7.6.3. you told us before we accepted your order that delivery within the delivery deadline was essential.

7.7. If you do not have the right to cancel your entire Contract under clause 7.6, you can give us a new deadline for delivery (which must be appropriate in the circumstances). If we fail to meet the new delivery deadline you set pursuant to this clause 7.7, then you can cancel your entire Contract.

7.8. You can cancel your Contract pursuant to clause 7.6 or clause 7.7 in respect of just some of the Products or all of them (including any Products that have already been delivered to you). If the Products have been delivered to you, you will have to return them to us.

7.9. If you do choose to cancel your Contract as a result of late delivery pursuant to clause 7.6 or clause 7.7, then we will reimburse you for all payments made to us under the Contract without undue delay after you have cancelled the entire Contract. If you choose to cancel your Contract as a result of late delivery pursuant to clause 7.6 or clause 7.7 in respect of just some of the Products, then we will only reimburse you for all payments made under the Contract in respect of those Products for which you cancel the Contract.

8. International delivery

8.1. We deliver to a number of countries outside the mainland United Kingdom. If you order Products from the Site for delivery to one of the International Delivery Destinations, delivery charges and timescales will vary depending on the weight of the order, the delivery location and the delivery method you select when you submit an order to us.

8.2. Please note that your order may also be subject to import duties and taxes which are applied when the delivery reaches its destination country. You will be responsible for payment of any such import duties and taxes. We have no control over these charges and we cannot predict their amount. Please contact your local customs office for further information before placing your order.

8.3. Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

9. Price of Products and delivery charges

9.1. The prices of the Products will be as quoted on the Site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information is entered onto the Site. However, if we discover an error in the price of any Products you ordered, please see clause 9.5 for what happens in this event.

9.2. Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation email. If the price of a Product you have ordered increased before we have issued a Dispatch Confirmation email, we will inform you of the new price and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

9.3. The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date on which we confirm your order via a Dispatch Confirmation email, we will inform you and we will give you the option of continuing to purchase the Product at a price which includes the extra VAT or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

9.4. The price of a Product does not include delivery charges, which you must also pay. Our delivery charges are as quoted on the Site from time to time and are dependant on the type of product ordered. Delivery charges will be displayed before you submit your order to us. Please take the time to read and check your order at each page of the order process.

9.5. The Site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on the Site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. We will also refund to you the price you paid in advance (if any) for any Product in respect of which an order is cancelled or treated as cancelled.

10. How to pay

10.1. You can only pay for Products using a debit card or credit card. All payments are subject to authorisation by your card issuer and we will only accept your order and a binding Contract will only be formed between us when we have taken payment in full in cleared funds for the Products you have ordered and when we have sent you a Dispatch Confirmation email.

10.2. Payment for the Products and all applicable delivery charges is in advance.

10.3. You will only own the Products once we have received payment in full, including all applicable delivery charges.

11. Your cancellation and refund rights if you are a consumer

11.1. If you are a consumer, you have a legal right to cancel a Contract during the period set out below in clause 11.3. This means that if you change your mind or for any other reason and you decide you do not want to keep a Product during the cancellation period, you can notify us of your decision to cancel the Contract and receive a refund. You do not have to give us a reason for exercising your right to cancel during the period set out below in clause 11.3. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

11.2. However, this cancellation right does not apply in the case of any made-to-measure, personalised or custom-made products.

11.3. Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (i.e. the date on which we email you to confirm our acceptance of your Order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single Product (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the Product. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January, you may cancel the Contract at any time between 1 January and the end of the day on 24 January.
Your Contract is for either of the following: <ul style="list-style-type: none">• one Product which is delivered in instalments on separate days.• multiple Products which are delivered on separate days.	The end date is the end of 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first instalment of your Product or the first of your separate Products on 10 January and the last instalment on 15 January, you may cancel the Contract in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.

11.4. To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to send an email to dawn@soulfiredceramics.co.uk or contact us by telephone on +44 (0) 1980 863267. If you are emailing us **please include details of your order to help us to identify it**. If you send us your cancellation notice by email, then your cancellation is effective from the date you send us the email. For example, you will have given us the notice in time as long as you email us before midnight on that day. You may wish to keep a copy of your cancellation notice for your own records. To meet the

cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

11.5. If you cancel your Contract and subject to you complying with clause 11.6 we will:

- 11.5.1. refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your unnecessary handling of them in a way which would not be permitted in a shop (i.e. your handling them in a manner other than what is necessary to establish the nature, characteristics and functioning of the Products) or where the item has not just been checked, but used. For example, if you purchase a mug from the Site and, when it has been delivered to you, you take it out of the packaging to check it is not broken, this would be acceptable. However, it is likely that we would reduce your refund to reflect its diminished value if you were to use the mug before you returned it to us.

- 11.5.2. refund any delivery costs you have paid in having the Products delivered to you, although, as permitted by law, the maximum refund in respect of delivery costs you have paid will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 2-4 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.

- 11.5.3. make any refunds to you without undue delay and in any event within the deadlines indicated below:

- 11.5.3.1. If you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information on how to return a Product to us, see clause 11.6;
- 11.5.3.2. if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

Please note that we may withhold reimbursement until you have complied with the requirements of clause 11.5.3.1.

11.6. If the Products were delivered to you before you decide to cancel your Contract:

- 11.6.1. you must return the Products to us without undue delay and within no more than 14 days after the day on which you let us know that you wish to cancel the Contract. The deadline is met if you send back the Products before the period of 14 days has expired. You can either send the Products back to us or hand the Products over to us at Soul Fired Ceramics;

- 11.6.2. unless the Products are faulty or not as described (in this case, see clause 13), you will be responsible for the cost of returning the Products to us and for ensuring that the Products returned to us are not damaged in transit (please see clause 11.8). If the Product is

one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery of the Products to you.

- 11.6.3. for certain larger Products we may offer to arrange collection of the Products on your behalf. Where this is the case, we may contact you and offer to collect the Products from you. In such circumstances, you agree that you will be responsible for paying the cost of the collection. We will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection. If we have offered to collect the Product from you, we will charge you the direct costs to us of collection. We will notify you in advance of the cost of collection of the Products from you. For the avoidance of any doubt, this clause is not an offer to collect any Product(s) from you in the event that you cancel a Contract;

- 11.6.4. You must take reasonable care of the Products and keep them in your possession and not use them until they are returned to us or collected by us.

- 11.7. Where reasonably possible, please return Products to us in their original packaging.

- 11.8. If you chose to return any products to us we will not be responsible for loss or damage to them in transit. We therefore recommend that these are returned to us using a reputable recorded delivery service. If Products are damaged or lost in delivery we reserve the right to charge you, or not to refund any amounts due to you, that are attributable to the loss or damage.

- 11.9. We will refund to you on the credit card or debit card used by you to pay us for the Products. In any event, you will not incur any fees as a result of the reimbursement.

- 11.10. Where you request for us to deliver a Product to a third party you will only be able to exercise this cancellation right if you can return the goods to us or we can arrange with the third party to collect them.

- 11.11. Because you are a consumer, we are under a legal duty to supply Products that are in conformity with the Contract.

12. Our warranty for the Products

12.1. In addition to your right to cancel a Contract (see clause 11), we provide a warranty that on delivery and for a period of 28 days from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 12.2.12.2.

The warranty in clause 12.1 does not apply to any defect in the Products arising from:

- 12.2.1. fair wear and tear;
- 12.2.2. wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- 12.2.3. if you fail to operate or use the Products in accordance with the user instructions;
- 12.2.4. any alteration or repair by you or by a third party who has not been authorised to repair the Product by us; or

- 12.2.5. any specification provided by you.12.3. If you are a consumer, this warranty is in addition to your statutory legal rights in relation to Products that are faulty or not as described.

12.4. If you wish to return Products to us because you consider they are damaged on delivery, materially defective, not as described or (if you are a consumer) the Products breach your statutory legal rights, please send them to us at Soul Fired Ceramics. When you have returned the Products to us, we will examine the Products and will (if we consider that a refund is due) process your refund in accordance with clause 13.1.2 below.

12.5. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

13. Our refunds policy

13.1. When you return to us any Products that you have ordered from us:

13.1.1. because you have cancelled the Contract between us within the seven (7) working day cooling-off period (see clause 11.1 above), we will, provided you have complied with clause 11.3 (where relevant) and subject to clause 11.5, process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation.

13.1.2. for any other reason (for instance, because you claim that the Products are damaged on delivery or materially defective, not as described or, if you are a consumer, the Products breach your statutory legal rights, we will examine the returned Products and will notify you (via email within a reasonable period of time) of your right to a refund should we conclude that you are entitled to one. We will usually process the refund due to you as soon as possible and usually within 30 days of the day we confirmed to you via email that you were entitled to a refund for the returned Product.

14. Our liability to you (YOUR ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE)

14.1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a natural, foreseeable consequence of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not so foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

14.2. We only supply the Products for domestic and private use to consumers. You agree not to use the product for any commercial, business or re-sale purposes, and in any event we will have no liability to you for any loss of profit, loss of enjoyment, loss of or damage to reputation or goodwill, loss of business, business interruption, or loss of business opportunity.

14.3. We do not in any way exclude or limit our liability for:

- 14.3.1. death or personal injury caused by our negligence or that of our employees, agents or subcontractors;

- 14.3.2. fraud or fraudulent misrepresentation;
- 14.3.3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 14.3.4. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 14.3.5. defective products under the Consumer Protection Act 1987.

15. Events outside our control

15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

15.2. An Event Outside Our Control includes any act, event, non-happening, omission or accident outside our reasonable control and includes in particular (without limitation) the following:

- 15.2.1. strikes, lock-outs or other industrial action;
- 15.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 15.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 15.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 15.2.5. impossibility of the use of public or private telecommunications networks;
- 15.2.6. the acts, decrees, legislation, regulations or restrictions of any government;
- 15.2.7. denial of service attacks or other types of attacks that are directed toward the infrastructure that supports the Site;
- 15.2.8. any type of outage or service degradation relating to the unavailability of a financial institution including, but not limited to, issuers and/or acquirers or any third-party switch or processing system;
- 15.2.9. any issues which are limited solely to you and which cannot be proven against any of our other customers; or
- 15.2.10. any failure or service outage that falls outside of our control.

15.3. Our performance under any Contract is deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Event Outside Our Control to a close or to find a solution by which our obligations under the Contract may be performed despite the Event Outside Our Control.

15.4. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, we will contact you as soon as reasonably possible to notify you.

16. Our right to vary these terms

16.1. We may update or amend these Terms from time to time. Please review these Terms regularly to ensure you are aware of any changes we have made. Your continued use of the Site after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

16.2. Once your order has been confirmed and a Contract formed, we will not make any changes to the Terms that apply to your order. However, if you are a returning customer please check the Site regularly to ensure you are aware of any changes we have made to our Terms since the last time you visited the Site.

17. Communications between us

17.1. When we refer, in these Terms, to "in writing", this will include email unless it is clear that email is not intended to be included in any particular scenario.

17.2. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

18. Notices

18.1. Unless stated elsewhere in these Terms, all notices given by you to us must be given in writing in the English language. You can send notices to us by email at dawn@soulfiredceramics.co.uk, or by pre-paid post to Soul Fired Ceramics. We will confirm receipt of your notice by contacting you in writing, normally by email to the email address you gave us when you submitted your order. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped with the correct postage paid and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee. If you are a consumer and exercising your right to cancel under clause 11, please see that clause 11 for how to tell us this.

19. Our right not to accept orders and applicable refund

19.1. We may decide not to accept an order from you for Products. If we do so, if you have made any payment in advance for the Products, we will refund you the full amount you have paid as soon as possible.

20. Transfer of rights and obligations

20.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

20.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

20.3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

21. Severability

21.1. If any of the Terms of the Contract between us are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such Terms will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

22. Entire agreement

22.1. These Terms constitute the entire agreement between us and they supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.

22.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on anything set out in these Terms.

22.3. Notwithstanding any other term of these Terms, nothing in these Terms shall exclude or limit our liability for something that we cannot exclude or limit in law.

23. Law and jurisdiction

23.1. Contracts for the purchase of Products through the Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. We retain the right to bring proceedings against you in your country of residence or any other relevant country.