

Helena's Hand-Made Cards

These terms and conditions apply to the use of this Website and by placing an order you agree to be bound by the terms and conditions set out below. You are provided with access to this Website in accordance with these Conditions and any orders placed by you must be placed strictly in accordance with these Conditions.

- Registration Process

The Personal Information which you are required to provide during registration as a customer is true and accurate. You also agree not to register on behalf of another person.

- Privacy policy

We will treat all your Personal Information as confidential. We will keep it on a secure server and we will fully comply with the UK Data Protection Act.

When you shop on this Website, we will ask you to input and will collect Personal Information from you such as your name, e-mail address, billing address, delivery address, telephone number, product selections, credit card or other payment information and a password. We may also collect information about where you are on the internet (e.g. your IP address, domain types like .co.uk and .com), your browser type.

We confirm that any Personal Information which you provide will be used only for the following purposes:

- * Processing your orders;
- * For statistical purposes

You agree that you do not object to us contacting you for any of the above purposes whether by telephone, e-mail or in writing and you confirm that you do not and will not consider any of the above as being a breach of any of your rights under the Telecommunications (Data Protection and Privacy) Regulations 1999.

We use Cookies to keep track of your current shopping session to personalise your shopping experience and so that you may retrieve your shopping cart at any time – if you do not accept Cookies you will not be able to purchase products on-line.

- Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

- Our rights

We reserve the right to:

- modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

- Orders

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

- Delivery

Any order for next day delivery will be delivered next working day only if placed up to 15:00. Helena's Hand-Made Cards is dependent on Royal Mail performance so can't take responsibility for any failure to deliver next working day. We pack our goods well for them to arrive in perfect condition at their destination and in their entirety. You must examine the product carefully upon delivery and report any shortages and or damage within 24 hours. Claims for damage or short delivery will not be accepted if advised after 24 hours post delivery.

- Contract

The technical steps required to create the contract between you and us are as follows:

- You place the order for your products on the web-site by pressing the confirm order button at the end of the check-out process. You will be guided through the process of placing an order by a series of simple instructions on the web-site.
- We will send to you an order acknowledgement email detailing the products you have ordered. This is not an order confirmation or order acceptance from us.
- As your product is shipped from our warehouse we will send you a dispatch confirmation email.
- Order acceptance and the completion of the contract between you and us will take place on the dispatch to you of the Products ordered unless we have notified you that we do not accept your order.

Non-acceptance of an order may be a result of one of the following:

- * The product you ordered being unavailable from stock.
- * Our inability to obtain authorisation for your payment.
- * The identification of a pricing or product description error.
- * You not meeting the eligibility to order criteria set out in the main Terms & Conditions.

The contract will be concluded in English.

- Payment

All prices are exclusive of VAT at the current rates and are correct at the time of entering the information onto the system. The total cost of your order is the price of the Products ordered plus delivery charges as set out in the delivery cost section of this Website. Payment can be made by any of the methods specified in the payments section of this Website and payment will be debited and cleared from your account as set out in the Payment section of this Website.

You confirm that the credit, debit or store card that is being used is yours.

All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.

- Money back on selected products

- Claims and returns will be accepted within 10 working days from placing the order.

- Compliance with laws

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

- Limitation of liability

While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy.

The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products.

This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

- * any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- * any loss of goodwill or reputation; or
- * any special or indirect losses,

suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

- Severance

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

- Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

- Entire agreement

These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what Helena's Hand-Made Cards and you are expected to do.

You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation.

Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

- Law

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.