

Terms & Conditions

ACCESS

Your use of this Website is governed by these Conditions. Please read them carefully as they affect your rights and obligations under the law. By using this Website you agree to be bound by these Conditions. If you do not agree to be bound by these Conditions you should not use this Website. These Conditions do not affect your statutory rights.

REGISTRATION

To be eligible to purchase Products on this Website and lawfully enter into and form contracts on this Website you must:

- Register by providing your real name, phone number, e-mail address, payment details and other requested information;
- Be over 18 years of age;
- Stipulate a bona fide delivery address. Please note that PO box numbers, hotels and accommodation addresses are not acceptable.

You warrant that the Personal Information which you are required to provide when you register as a customer is true, accurate, current and complete in all respects. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. You must inform us immediately of any changes to your Personal Information by updating this as and when necessary.

PRIVACY POLICY

We will treat all your Personal Information as confidential (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable UK Data Protection and consumer legislation from time to time in place.

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 confirm that any personal information which you provide to us (or which is available on public registers) and any user information from which we can identify you, is held in accordance with the registration we have with the Data Commissioner's Office. We will use your information only for the following purposes:

- Processing your orders;
- Statistical purposes to improve this website and its services to you;
- Servicing website content and
- Administering this website.

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.

By making an offer to purchase a Product, you specifically authorise us to transmit information (including any updated information) or to obtain information about you from third parties from time to time, including but not limited to your debit or credit card number or credit reports, to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

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.

You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Information and /or User Information we may be obliged to do so.

The Scottish Covenanter Memorials Association Online Shop is operated by the Scottish Covenanter Memorials Association, which is a Registered Charity (SC 021022) whose registered office address is Lochnoran House, Auchinleck, Ayrshire, KA18 3JW, 01290 425594 (Trustee's home address and contact details).

THIRD PARTY LINKS

To provide increased value to our Users, we may provide links to other websites or resources for you to access at your sole discretion. We are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

CONTRACT CANCELLATION

It will not be possible to cancel your order prior to dispatch. Please follow the procedure set out in our "Returns" policy. You are entitled to cancel this contract provided that you exercise your right within 14 (fourteen) working days after the day on which you receive the Products. This does not affect your statutory rights under Scots Law.

PAYMENT

All prices are in pounds sterling £ inclusive of the current rate of Value Added Tax VAT applied in the UK (where applicable) and are correct at the time of entering the information onto the system. The total cost of your order is the price of the Product(s) ordered plus delivery charges as set out in the Delivery section of this Website/Conditions. Payment can be made by any of the methods specified in the Payment section of this Website and payment will be debited and cleared from your account as set out in the Payment section of this Website. Prices may change at any time prior to acceptance of your order.

You confirm that the credit or debit card that is being used is yours. You must ensure that the expiry date of your payment card is after the anticipated despatch of your order. Payment is taken at the point of despatch of Products and in the event that the payment card has expired we will not be able to take payment or fulfil your order.

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.

DELIVERY

All items will be despatched using either Royal Mail or Business Post depending on weight. Delivery may take longer for overseas orders or products which are out of stock. Overseas orders may be subject to import duties and taxes which you will have to pay when your order reaches your country.

We endeavour to deliver within 5 working days of your order being placed unless alternative dates are stated in the product description, this is subject to goods being in stock.

We cannot be held accountable for delays in customs clearance.

AVAILABILITY

All orders are subject to availability. We shall inform you if any item(s) in your order are not available, and where possible give an estimated date of delivery.

DESCRIPTION OF PRODUCTS

We will take all reasonable care to ensure that all details, descriptions and prices of Products appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information including product descriptions appearing on this Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a Product until your order is accepted in accordance with our Order acceptance policy. Any description given is for information only and does not constitute a sale by description. No warranty (express or implied) is given concerning the quality, condition or suitability for any purpose of any Products purchased.

RETURNS POLICY

Unwanted goods may be returned for a refund or exchange if returned in their original condition and in original packaging within 14 days with proof of purchase. Refunds will be made against the original form of tender except in respect of sales goods. Unless the product is damaged or faulty, postage costs will not be refunded.

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.

ASSIGNATION

You may not assign or otherwise transfer any of your rights under these Conditions.

INDEMNITY

You agree fully to indemnify, defend and hold us, and our trustees, 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 details 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;
- 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;
- withdraw any Products from this Website at any time and/or remove or edit any materials or content on this Website.

In addition, we may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any Product from this Website whether or not that Product has been sold; removing or editing any materials or content on the Website; refusing to process a transaction; or unwinding or suspending any transaction after processing has begun.

LIMITATION OF LIABILITY

While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, the Website is provided on an "as is" and "as available" basis without any representation or endorsement 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 it 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.

ENTIRE AGREEMENT

The Conditions in force at the date of despatch of your Product govern our relationship with you. You confirm that, in accepting 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.

LAW

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

DEFINITIONS

In these terms and conditions, unless the context otherwise requires, the following words and phrases shall have the following meanings:

"Conditions" means these terms and conditions;

"Personal Information" means the details provided by you on registration;

"Product" means a product displayed for sale on the Website;

"Users" means the users of the Website collectively;

"we/us" means the Scottish Covenanter Memorials Association

"Website" means the website located at www.covenanter.org.uk or any subsequent URL that may replace it;

"you" means a User of this Website and, where applicable, the party purchasing the Product.