

## TERMS OF SALE

### DEFINITIONS

1. In this document the following words shall have the following meanings:
  - a. "Buyer" means the organisation or person who buys Goods from the Seller;
  - b. "Goods" means the articles to be supplied to the Buyer from the Seller;
  - c. "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time. The 'List Price' for all goods is shown on the Sellers website at [www.awen.org.uk/shop](http://www.awen.org.uk/shop)
  - d. "Seller" means awen productions cic, The Penwith Centre, Parade Street, Penzance, Kernow TR18 4BU Company No. 5724118

### 2. PRICING

All List Prices include VAT. Postage & Packing charges are specified alongside the product List Price and included in your shopping cart calculation, which you must confirm to place your order.

### 3. CANCELLATION

- a. Once your order has been placed, if you wish to cancel your order you may do so within 7 days of placing the order. You do not need to give a reason nor will you have to pay any penalty. Should you receive the goods or if they have been dispatched before you cancel, you must return the goods back to our contact address at your own cost and risk.
- b. Once you have notified us in writing that you are cancelling your order, any sum paid to us will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when we dispatched them to you. If you do not return the good delivered to you or do not pay the full costs of return delivery, we shall be entitled to deduct the direct costs of recovering goods from the amount to be re-credited to you.
- c. We reserve the right to cancel the contract between us if:
  - i. we have insufficient stock
  - ii. we do not deliver to your area
- d. In the event of us cancelling an order, we will re-credit your account any sum deducted by us as soon as possible and in any event within 30 days of the date on which you submit your order. We will not be obliged to offer any compensation.

### 4. SHIPPING

- a. We will deliver the goods ordered by you to the address given at the time of order.
- b. We aim to dispatch your goods within 7 days of receipt of your order, in any event please allow up to 30 days for delivery.
- c. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, imports, or other permits to purchase goods from our site. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

## **5. RETURNS**

We will replace or refund your order within 14 days of receipt if for any reason you are not satisfied with the product, if it has been damaged in transit or won't play on your DVD player.

## **6. WHOLESALE ORDERS**

If you would like to stock any of our DVD titles, please contact us at [info@awen.org.uk](mailto:info@awen.org.uk)

## **7. PRIVACY POLICY & DATA PROTECTION**

We respect your privacy. Any information supplied by you in connection with this website and the products offered will be treated in confidence. We do not release any details you may provide to us to third parties unless required to by law.

## **8. GOVERNING LAW & JURISDICTION**

- a. By placing an order for an item on this website you agree to the Terms of Sale as outlined above. Our acceptance of this order brings into existence a legally binding contract between us. In submitting your order, you warrant that you are 18 years of age or older.
- b. This contract shall be governed by and interpreted in accordance with English law. It constitutes the whole agreement between the Parties and may not be altered or amended save by way of a written instrument signed by both Parties.