

Terms & Conditions 17th May 2018

Welcome to the sarahashmore.co.uk website terms and conditions for use. These terms and conditions apply to the use of this Website and by accessing this Website and/or placing an order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions you may not use or access this Website. Before you place an order, if you have any questions relating to these terms and conditions please contact us by email at info@sarahashmore.co.uk, or call us on 07989 054740 between 09.00 and 17.00 Monday to Friday. Please note that all calls to this number will be charged at the mobile rate (BT users only, other network charges may vary). Inbound and outbound calls may be recorded for quality monitoring and training purposes.

Definitions

"Conditions" means these terms and conditions; "Product" means a product displayed for sale on the Website; "Product Description" means that part of the Website where certain terms and conditions in respect of the individual Product are provided; "Users" means the users of the Website collectively; "Personal Information" means the details provided by you on registration; "We/us" means Sarah Ashmore Art & Jewellery, which is a trading name of Azhora Limited; "Website" means the website located at www.sarahashmore.co.uk or any subsequent URL which may replace it; "Cookies" means small text files which our Website places on your computer's hard drive to store information about your shopping session and to identify your computer; "United Kingdom" means England, Wales, Scotland, Northern Ireland and the Channel Islands and "You" means a user of this Website.

Use of the Website

Cookies

Cookies are tiny text files stored on your computer when you visit certain web pages. At sarahashmore.co.uk we use cookies to keep track of what you have in your basket.

To order products on sarahashmore.co.uk, you need to have cookies enabled - see the link below. If you don't wish to enable cookies, you'll still be able to browse the site and use it for research purposes. Most web browsers have cookies enabled.

Please note that cookies can't harm your computer. We don't store personally identifiable information such as credit card details in cookies we create.

Azhora Limited trading as **Sarah Ashmore Art & Jewellery** Registered

Office:

Azhora Limited, 13 St Nicholas Court, St Ives, Cornwall, TR26 1SZ

Registered in England, Number 05516937

If you'd like to learn more about cookies, including how to change your browser settings, please visit www.aboutcookies.org.

Access

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.

Orders

You warrant that:

- The Personal Information which you are required to provide when you place an order is true, accurate, current and complete in all respects;

and

- You will notify us immediately of any changes to the Personal Information by contacting by e-mail at info@sarahashmore.co.uk, or call us on 07989 054740 between 09.00 and 17.00 Monday to Friday.

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.

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.

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. You acknowledge and agree that, as you have chosen to enter the linked website 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.

General Data Protection Regulation (GDPR)

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 may also collect, and our third party providers of advertisements and content may collect, information about where you are on the internet (e.g. the URL you came from, IP address, domain types like .co.uk and .com), your browser type, the country and telephone area code where your computer is located, the pages of our website that were viewed during your visit, the advertisements you clicked on, and any search terms that you entered on our website ("User Information"). We may collect this information even if you do not register with us.

You should be aware that this site is being monitored and may capture information about your visit that will help us improve the quality of our service, or be used to present you with Sarah Ashmore Art & Jewellery products which are relevant to your browsing history when you visit other websites.

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 Data Protection Act. We use your information only for the following purposes:

- Processing your orders;

- For statistical or survey purposes to improve this Website and its services to you;
- To serve website content and advertisements to you;
- To administer the website;
- If you consent, to notify you of products or special offers that may be of interest to you.

Your Personal Information may be disclosed to other businesses and to reputable third parties who will help process your order. Sarah Ashmore Art & Jewellery requires all such third parties to treat your personal information as fully confidential and to fully comply with all applicable UK Data Protection and consumer legislation from time to time in place. We will not release your Personal Information to any company outside of Sarah Ashmore Art & Jewellery for mailing or marketing purposes.

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 are entitled do so.

We use Cookies to keep track of your current shopping session to personalise your experience and so that you may retrieve your shopping basket at any time - if you do not accept Cookies you will be unable to use this Website for shopping purposes, only for browsing and research.

Under General Data Protection Regulation (GDPR) – our lawful basis for processing your data is either:

- “Consent: the individual has given clear consent for you to process their personal data for a specific purpose.” We hold your name and e-mail address in order to send to you information on our products and services. You may unsubscribe from our contact list at any time by following the instructions in the promotional e-mail or any of the contact means below.

Or

- “Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.” We hold your name, e-mail address, postal address and order details in order to fulfil your order with us and for our accounting records.

Consent & Rights

We ask for your consent when we add you to our mailing list or you ask to be added to it.

We manage ongoing consent by having an opt out option through MailChimp's e-mail list service.

We do not process children's data.

This is how you can exercise your rights under GDPR:

- Right to be informed including privacy information
 - We have a privacy policy available online.
- Right of access
 - You can request the information that we hold on you if you contact us by any of the means below.
- Right to rectification and data quality
 - We can update your information at any time if you contact us by any of the means below.
- Right to erasure including retention and disposal
 - You can ask for your data to be erased at any time if you contact us by any of the means below.
- Right to data portability
 - You can request the data that we hold on you in any format if you contact us by any of the means below.
- Right to object
 - You can object to the processing of your personal data if you contact us by any of the means below.
- Rights related to automated decision making including profiling
 - We ask for your consent when we add you to our mailing list or you ask to be added to it. We do not make automatic decisions to keep your data.

Contact

By e-mail at info@sarahashmore.co.uk

Or

Call us on 07989 054740 between 09.00 and 17.00 Monday to Friday.

Or

Sarah Ashmore Art & Jewellery
The Island
13 St Nicholas Court
St Ives
Cornwall
TR26 1SZ

Data Protection Policy

Personal data is only stored in the following password protected ways:

- PayPal (Processor)
- MailChimp (Processor)
- DropBox
- Password Protected Personal Computer

Privacy Policy

We hold your name and e-mail address in order to send to you information on our products and services.

We do not share your data with anyone else.

That's it.

Updates

Please check back frequently to see any updates or changes to our terms & conditions.

Questions should be directed as follows:

Sarah Ashmore Art & Jewellery
The Island
13 St Nicholas Court
St Ives
Cornwall
TR26 1SZ

Purchase of Products

Orders

We are only able to take orders to supply goods in The United Kingdom and can only provide communications in English. 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.

Contract Creation and Electronic Contracting

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

- You place the order for your products on the Website by pressing the PayPal/Checkout button at the end of the checkout process.
- Pay Pal will send to you an order acknowledgement email detailing the products you have ordered. This is not an order confirmation or order acceptance from SarahAshmore.co.uk. [You can find out how PayPal works here.](#)
- As your product is shipped from our warehouse we will send you a despatch confirmation email.
- Order acceptance and the completion of the contract between you and us will take place on the despatch to you of the Products ordered unless we have notified you that we do not accept your order, or you have cancelled it in accordance with the instructions in below.

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.

The details of your specific contract will not be filed by SarahAshmore.co.uk. If you do require any information regarding orders you have placed with sarahashmore.co.uk please write to us at the following address:

Sarah Ashmore Art & Jewellery

The Island

13 St Nicholas Court

St Ives

Cornwall

TR26 1SZ

Contract Cancellation under the Distance Selling Regulations

Please note that you are entitled to cancel this contract if you so wish provided that you exercise your right and notify us no longer than 7 working days after the day on which you receive the products.

If you wish to exercise your right to cancel this contract after your order has already been despatched, we will refund the original purchase price and delivery charge, provided that you have notified us in writing no longer than 7 working days after the day on which you receive the Products, and that you have taken reasonable care of the products and not used them. Please follow the procedure set out in our Returns procedure.

Please note that your right to return products does NOT apply to bespoke or personalised goods unless they are faulty or not as described:

Please see our Refund Policy for further details.

Description of Products

Each Product purchased is sold subject to its Product Description which sets out additional Specific Conditions related to that Product including, without limitation, terms and conditions concerning estimated delivery dates and times, warranties, after-sales service and guarantees.

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.

General

Intellectual Property and Right to Use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

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, and 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.

Survival

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

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 Sarah Ashmore Art & Jewellery 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. Your Statutory Rights are not affected by these terms and conditions. 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.

Contact

For any queries regarding our service, please contact us via email, phone or post in English.

Our company details are:

Azhora Limited trading as Sarah Ashmore Art & Jewellery

Registered office:

13 St Nicholas Court

St Ives

Cornwall

TR26 1SZ

Registered in England. Company registration number: 5516973

Azhora Limited are not VAT Registered.

Delivery

Standard Delivery

We offer Royal Mail First Class or Second Class Postage to The United Kingdom only.

	First Class	Second Class
First Item	£1.50	£1.30p
Each Additional Item	£.50p	£0.40p

Please call if you require other delivery options, for which we will make an additional charge.

We aim to despatch your items within 3 working days of receiving your order.

Please note that we reserve the right not to deliver an order if we believe the address is not secure, for example to a communal postal address or PO Box. If this affects an order you place, we'll notify you as soon as possible.

Bespoke Products

We will discuss delivery costs and times when you place an order.

Deliveries to Multiple Addresses

If you'd like to have items sent to separate UK addresses, please complete a separate order for each address. A separate delivery charge will be made for each address.

Change or Cancel an Order

We're sorry that in most circumstances it's not possible to make changes to your order once you've placed it.

If you'd like to add products to your order, please place a new order for these items.

If you need to change details of your delivery address, remove items from your order or cancel it completely, please contact us by e-mail at info@sarahashmore.co.uk, or call us on 07989 054740 between 09.00 and 17.00 Monday to Friday.

Please be ready to quote the details of your order and order date.

If your order has already been despatched or delivered, then you'll need to follow our Returns procedure in the event of any unwanted products.

We cannot cancel, refund or exchange bespoke items.

Missing, Incomplete or Damaged Orders

If your order hasn't arrived, arrives incomplete, or arrives and the goods are damaged, contact us by e-mail at info@sarahashmore.co.uk, or call us on 07989 054740 between 09.00 and 17.00 Monday to Friday.

Returns Procedure

If you wish to return an item, contact us by e-mail at info@sarahashmore.co.uk, or call us on 07989 054740 between 09.00 and 17.00 Monday to Friday.

If you're unhappy with your purchase, please let us know. Unless faulty, we'd like this to be within 90 days of purchase

It's important that any unwanted item, unless faulty, is returned in a re-saleable condition. We'd expect this to mean that you've kept all original packaging and labels, and that it's undamaged and unused

We'll refund any delivery charges you've paid if you return an entire order.

Refund Policy

We want you to be happy with your purchase. If you're not, just return the product to us, following the instructions above, and we'll exchange or refund it to the PayPal account of the person who originally placed and paid for the order. Please see below for products excluded from this policy.

Under the Distance Selling Regulations, if you buy online or by phone, your consumer rights entitle you to a full refund if you request one in writing within 7 working days of receipt. This includes any delivery charge, but excludes bespoke products.

Products We're Unable to Cancel, Refund or Exchange

We can't offer refunds or exchanges, unless faulty, on bespoke items.

Where a product has been specially made for you, unless faulty, we're unable to refund or offer an exchange. We're unable to accept cancellations for these orders, unless within 48 hours of the order being placed. We'll make this clear when you place your order.

This does not affect your statutory rights.