

## TERMS AND CONDITIONS OF SALE OF [www.lovelanguage.co.uk](http://www.lovelanguage.co.uk)

### 1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods and/or Services from the Supplier.
- 1.2 "Consumer" shall have the meaning ascribed in Section 2 of the Consumer Rights Act 2015.
- 1.3 "Contract" means the contract between the Supplier and the Buyer for the sale and purchase of Goods and/or Services incorporating these Terms and Conditions.
- 1.4 "Goods" means the articles (including any digital content) that the Buyer agrees to buy from the Supplier.
- 1.5 "Services" means the services that the Buyer agrees to buy from the Supplier.
- 1.6 "Supplier" means [www.lovelanguage.co.uk](http://www.lovelanguage.co.uk) of 8, Comiston Springs Avenue, Edinburgh EH10 6LY that owns and operates [www.lovelanguage.co.uk](http://www.lovelanguage.co.uk).
- 1.7 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Supplier.
- 1.8 "Website" means [www.lovelanguage.co.uk](http://www.lovelanguage.co.uk).

### 2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods and/or Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods and/or Services shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 2.5 Any complaints should be addressed to the Supplier's address stated in clause 1.6

### 3 ORDERING

- 3.1 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.
- 3.2 When making an order through the subscription form, the technical steps the Buyer needs to take to complete the order process are described on the Subscription/Renewal Form found on the Website.

### 4 PRICE AND PAYMENT

- 4.1 The price of the Goods and/or Services shall be that stipulated on the Website.
- 4.2 After the order is received the Supplier shall confirm by email the details, description and price for the Goods and/or Services in the form of an invoice for payment.
- 4.3 Payment of the price and other charges, if applicable, must be made in full and within 14 days of receipt of invoice before despatch of the Goods or commencement of the Services.

### 5 PERFORMANCE OF SERVICES

The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard. However, where applicable, the Supplier does not guarantee that the Services will be uninterrupted or error-free. The Supplier may have to suspend the Services for repair, maintenance or improvement. If so, the Supplier will restore them as quickly as reasonably possible.

### 6 RIGHTS OF SUPPLIER

- 6.1 The Supplier reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Buyer places an order.
- 6.2 The Supplier reserves the right to withdraw any Goods and/or Services from the Website at any time.
- 6.3 The Supplier shall not be liable to anyone for withdrawing any Goods and/or Services from the Website or for refusing to process an order.

### 7 DELIVERY

Delivery of the Goods and/or Services shall be made to the Buyer's address specified in the order. The Supplier is under a legal obligation to supply Goods and/or Services in conformity with the Contract.

### 8 REMEDY FOR BREACH

- 8.1 All Goods (including digital content) supplied by the Supplier must be as described, fit for purpose and of satisfactory quality. If the Goods are faulty, the Buyer is entitled to a repair or a replacement. If the fault cannot be fixed within a reasonable time, or without causing the Buyer significant inconvenience, the Buyer is entitled to a full or partial refund.
- 8.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard. If the Services are found to be defective then the Supplier shall either repair, re-perform or replace the Service or refund any monies paid for the defective Services when notified by the Buyer of the defect within a reasonable time.

### 9 LIMITATION OF LIABILITY

- 9.1 The Supplier shall not be responsible for:

- 9.1.1 losses that were not caused by any breach on the part of the Supplier; or
- 9.1.2 any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or
- 9.1.3 any indirect or consequential losses that were not foreseeable to both the Buyer and the Supplier.
- 9.2 The Supplier shall not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond its reasonable control. This condition does not effect the Buyer's legal right to have Goods sent or Services provided within a reasonable time or to receive a refund if Goods or Services ordered cannot be supplied within a reasonable time owing to a cause beyond the Supplier's reasonable control.
- 9.3 Nothing in these Terms and Conditions limits or excludes the Supplier's responsibility for fraudulent representations made by it or for death or personal injury caused by the Supplier's negligence or wilful misconduct.

## **10 CANCELLATION**

As the Goods are supplied in digital format, you accept that by placing an order you are giving your express consent to [www.lovelanguage.co.uk](http://www.lovelanguage.co.uk) to supply the Goods before the end of the cancellation period provided for in regulation 30(1) of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Further, by giving your consent, you acknowledge that the right to cancel the contract under regulation 29(1) of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will be lost.

## **11 WAIVER**

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

## **12 FORCE MAJEURE**

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations.

## **13 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

## **14 CHANGES TO TERMS AND CONDITIONS**

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not effect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

## **15 GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.