

Terms and Conditions

Terms and Conditions for the supply of Care for the Family products

Contract of sale

- A. Any contract for purchases made through the website will be with Care for the Family, a private company limited by guarantee (no. 3482910) registered in England and Wales.
Registered office: Care for the Family, Tovey House, Cleppa Park, Newport, NP10 8BA.
Care for the Family is a charity registered in England and Wales (no. 1066905) and Scotland (no. SC038497).
- B. By choosing to place your order you are entering into a contract with Care for the Family to pay the price stated for your products either immediately or later by invoice. Our acceptance of your order brings into existence a legally binding contract between us on these terms. Any term sought to be imposed by you in your order will not form part of the contract.
- C. We are entitled to withdraw from any contract in the case of obvious errors or inaccuracies regarding the products appearing on our website. If an error or inaccuracy is discovered with regards to the advertised price of the products that you have ordered, we will contact you as soon as possible by email or other means. This will be to inform you of the correct price of the products, and to ask you if you wish to continue with the order at the amended price, or to cancel the order altogether.

Withdrawal or Returns Policy

- D. If you are an individual and are not buying products on behalf of a business, there are certain circumstances in which you may withdraw from the contract and these are set out below in sections e to i. This right to withdraw does not apply to business buyers.
- E. You may withdraw your order for products at any time up to the end of 30 days following your order. You do not need to give Care for the Family any reason for withdrawing your order nor will you have to pay any administration fees.
- F. The only circumstance in which you cannot withdraw your order is where you have taken the products you have ordered (or the ones in relation to which you want to withdraw) out of any sealed package in which they were delivered.
- G. To withdraw your order you must notify Care for the Family in writing at Care for the Family, Tovey House, Cleppa Park, Newport, NP10 8BA. You may be liable for any return postage costs for such an order withdrawal, but normally we will request that you return the products properly packaged using the following address: Care for the Family, Tovey House, Cleppa Park, Newport, NP10 8BA (please contact us for a FREEPOST address).
- H. If you have received the products before you withdraw your order then, unless you have lost your right to withdraw because you have taken the products out of their sealed package, you must send them back to the return address stated in section g at your own risk, unless the products were supplied faulty or damaged. If you withdraw your order but Care for the Family has already processed the products for delivery and you have received them, you must not unpack the products when they are received by you and you must send the products back to us at the return address in section g at your own risk as soon as possible.
- I. Once you have notified us that you are withdrawing your order, any sum debited to Care for the Family from you will be re-credited to you as soon as is reasonably practicable. This will not happen until all products dispatched are returned, examined and shown to be in good condition and suitable for re-sale. Should returned products be unfit for further sale then the retail cost of that product will be deducted from any re-credited amount to you.



Availability of Products Ordered

- J. If Care for the Family has insufficient stock to deliver the products ordered by you, we will notify you as soon as possible and any sum debited by us from you will be re-credited to you as soon as is reasonably practicable. We will notify you using the contact information provided at the time of your order. Care for the Family will not be obliged to offer any additional compensation for disappointment suffered by any failure to complete an order or deliver your products in the time requested.
- K. We endeavour to bring our customers the best value available either through offers, discounts and other incentives for sale. Please remember our stocks are limited and subject to availability or other circumstances outside of our control. We update our website as quickly as we can to minimise disappointment. Please note that the price the products are offered for tender are as displayed in the Shopping Basket. If you are dissatisfied with any aspect of our service then please write to our Customer Care Manager at the address stated in section G.

Delivery of Products

- L. Care for the Family will endeavour to dispatch your products within 3 to 5 working days of your order being made and the payment fully processed. We will deliver to the delivery address you have provided on your order unless you have instructed otherwise. Our target delivery times are dependent on factors and organisations often outside our direct control and therefore we cannot guarantee them.
- M. You will become the owner of the products you have ordered when the products are dispatched from our warehouse or regional offices.
- N. We have a maximum weight limit for a single package to protect our staff in the Warehouse. Therefore, your order may be dispatched in more than one package.

Liability

- O. If the products we provide are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, Care for the Family shall have no liability to you unless you notify us of the problem within 12 working days of the delivery of products in question.
- P. If you do not receive products ordered by you within 30 days of the date on which they were dispatched to you, Care for the Family shall have no liability to you unless you notify us of the problem within 40 days of the date on which the products were dispatched to you.
- Q. If you notify a problem to us under the conditions outlined in sections n and o, our only obligation will be, at our option, to make good any shortage or non-delivery; to replace or repair any products that are damaged or defective; or to refund to you the amount paid by you for the products in question to the original method of payment.
- R. Care for the Family will not be liable to you for any indirect or consequential loss or damage arising out of any problem you notify to us under the conditions outlined in sections n to p. We shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the products in question at the time of order.
- S. Nothing in this section is, however, intended to limit any rights you might have as a consumer under law that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. Further to this, nothing in this contract creates any right which is enforceable by any person who is not a party to the contract.



- T. Care for the Family shall have no liability to you for any failure to deliver products you have ordered or any delay in doing so or for any damage or defect to products delivered that is caused by any event or circumstance beyond its reasonable control.

Complaints

- U. We strive to provide the very best customer service. Therefore, we operate a complaints handling procedure to resolve disputes when they arise. If you have a complaint do not hesitate to contact us either by email, telephone or in writing using the details provided on our website.

Website

- V. The Care for the Family website may contain hyperlinks. These hyperlinks connect you to sites of other organisations which are not our responsibility. We have used our reasonable endeavours in preparing our own website and the information included in it is done so in good faith. However, we have no control over any of the information you can access via other websites. Therefore, no mention of any organisation, company or individual to which our website is linked shall imply any approval or warranty as to the standing and capability of any such organisations, company or individual on the part of Care for the Family.

Governing Law

- W. The contract between us shall be governed by and interpreted in accordance with English law, and the English courts shall have jurisdiction to resolve any disputes between you and Care for the Family.

Entire Agreement

- X. These terms and conditions, together with our current website prices, delivery details and contact details, set out the whole of our agreement relating to the supply of the products to you by Care for the Family. These terms and conditions cannot be varied except in writing signed by Care for the Family Senior Management. In particular nothing said by any other person on behalf of Care for the Family should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any products offered for sale by us. Care for the Family shall have no liability for any such representation being untrue or misleading.

Disclaimer

- Y. The nature of Internet communications means that your communications may be susceptible to data corruption, interception and delays. We shall not be responsible for any detrimental reliance you place on this website or its contents. Care for the Family is providing this site and its contents on an 'as is' basis and makes no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties, whether express or implied, to the fullest extent permitted by applicable law. In addition, we make no representations or warranties about the accuracy, completeness or suitability for any particular purpose of the information and related graphics published in this site or that any software or the server that makes it available are free of viruses or other harmful components.
- Z. The information contained in this site may contain technical inaccuracies or typographical errors. All liability of Care for the Family howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by applicable law. Neither Care for the Family nor any of its Directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site in any way. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

Interpretation

For the purpose of this document phrases such as 'you', 'we', 'us' and 'our' shall be taken to have their normal everyday meaning in the context of an agreement between Care for the Family and the person or organisation represented placing an order.

