

village-on-the-web ltd – Terms of Website Supply

This document (together with the related documents referred to in it) tells you the terms and conditions on which you will be able to purchase any of the goods listed in the individual stores (**products**) on www.village-on-the-web.com (**our website**) from the persons operating stores on our website (**storekeepers**). Please read these terms and conditions carefully before ordering any products from our website.

Your attention is particularly drawn to clause 4.7 regarding the storekeeper's liability and the disclaimers and release contained in clause 6.

You should understand that by ordering any of the products, you agree to be bound by these terms and conditions and **will be making a legal contract with the storekeeper**.

[You should print a copy of these terms and conditions for future reference](#). When placing an order, please click on the button marked "Accept" if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any products from storekeepers through our site.

1. INFORMATION ABOUT US

www.village-on-the-web.com is a website operated by village-on-the-web ltd (**we**). We are a limited company registered in England and Wales under company number 06556282 and have our registered office at 17 Elmfield Avenue, York YO31 9LX.

2. ELIGIBILITY

2.1 Use of our website is limited to persons that can lawfully enter into and form contracts under the laws of England & Wales.

2.2 Minors are not permitted to use the service.

2.3 If you place an order for delivery of products overseas you will be considered the importer of record and accordingly must comply with all laws and regulations of the country into which you are receiving the goods. In particular, you will be responsible for any import duties and taxes which are levied once the package reaches the specified destination, any additional charges for customs clearance must be borne by you as we have no control over these charges and cannot predict what they might be.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND THE STOREKEEPER

3.1 When you place an order to purchase a product from a storekeeper, we will send you and the storekeeper an email confirming receipt of your order and containing the details of your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to the storekeeper to buy a product. All orders are subject to acceptance by the storekeeper.

3.2 If your offer is accepted, the storekeeper must notify us of acceptance and dispatch the products within 7 working days of receiving our advice of your order. We will confirm such acceptance to you by sending you an email that confirms that the product has been dispatched (the **Dispatch Confirmation**). The contract between you and the storekeeper

(Contract) will only be formed when we send you the Dispatch Confirmation.

3.3 The Contract will relate only to those products whose dispatch we have confirmed in the Dispatch Confirmation. Neither we nor the storekeeper will be obliged to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Dispatch Confirmation.

4. THE TERMS OF YOUR CONTRACT WITH THE STOREKEEPER

Unless you and the storekeeper expressly agree in writing otherwise, in which case you will not be able to complete the purchase of the products through our website, the following terms and conditions [and any special terms and conditions identified as such and displayed in the store at the time you made your offer] will apply to the contract between you and the storekeeper:

4.1 Consumer Rights

(a) If you are contracting as a consumer, you may cancel a Contract at any time within 14 working days, beginning on the day after you received the products. In this case, you will receive a full refund of the price paid for the products in accordance with the refunds policy set out below.

(b) To cancel a Contract, you must inform the storekeeper in writing, with a copy to office@village-on-the-web.com. You must also return the product(s) to the storekeeper at the address shown on the Dispatch Confirmation immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the products while they are in your possession. If you fail to comply with this obligation, the storekeeper may have a right of action against you for compensation.

(c) You will not have any right to cancel a Contract for the supply of any of the following products:

- (i) Any item made to your specifications; or
- (ii) Any clearly personalised item; or
- (iii) Video, DVD, audio, video games and software products where the item has been unsealed. Please note we are unable to accept cancellation of or returns for digital items once downloading has commenced; or
- (iv) Any item which by reason of its nature cannot be returned or is liable to deteriorate or expire rapidly.

(d) Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your statutory rights.

4.2 Availability, delivery and acceptance

(a) Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances. We use a variety of delivery methods, and these, together with their costs, are detailed against each individual product. You may, of course, email the storekeeper to ask for a quote for an alternative method of delivery / postal option. You will need to have registered with [village-on-the-web](http://village-on-the-web.com) in order to negotiate alternative terms.

(b) Delivery of products will take place in the manner and at the place specified on our website. Where products are made available for you to collect, the delivery point will be specified in the Dispatch Confirmation. Products will be available for collection during normal working hours OR at the times stated for 30 days after the date of the Dispatch Confirmation. If you have not collected the products during the time they were available for collection the Contract will come to an end and the storekeeper will be entitled to offer the products for sale to another person.

(c) Immediately on receipt or collection of the product you must inspect it to ensure that it accords with any description given by the storekeeper in its store and to ensure that it is safe.

4.3 Risk and title

(a) The products will be at your risk from the time of delivery.

(b) Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges.

4.4 Price and payment

(a) Except as set out in clause 4.4(g), the price of any products will be as quoted in the store on our website from time to time, except in cases of obvious error.

(b) Prices shown include applicable VAT but exclude delivery costs, which are shown separately.

(c) Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

(d) Our site contains a large number of products supplied by a number of different storekeepers and it is always possible that, despite our best efforts, some of the products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the product to you. If a product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the product, or reject your order and notify you of such rejection.

(e) We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mis-pricing.

(f) Payment for all products must be by credit or debit card and we only accept payment through PayPal. We will not charge your credit or debit card until we receive confirmation from the storekeeper that your order has been dispatched or, where applicable, products have been marked ready for collection.

(g) Where marked as such, the price for certain products is negotiable with the storekeeper. If an alternative price is agreed, the storekeeper will put a flag against your account on that product which will enable you to access the agreed price by following the purchase process on our website.

4.5 Returns

- (a) When you return a product:
 - (i) because you have cancelled the Contract between you and the storekeeper within the 14-day cooling-off period (see above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.
 - (ii) for any other reason (for instance, because you claim that the product is not as ordered, defective or significantly not as described) we will refund you both the total amount of the item (including its postage) and the cost of return postage to the storekeeper.
- (b) We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

4.6 Our right to vary these terms and conditions

- (a) We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- (b) You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within 14 working days of receipt by you of the products).

4.7 The storekeeper's liability

- (a) Each storekeeper warrants to you that any product purchased from them through our website is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.
- (b) The storekeeper's liability for losses you suffer as a result of their breaking the terms of the Contract is strictly limited to the purchase price of the product you purchased and any losses which are a foreseeable consequence of their breaking the agreement. Losses are foreseeable where they could be contemplated by you and them at the time your order is accepted by them.
- (c) This does not include or limit in any way their liability:
 - (i) For death or personal injury caused by our negligence;
 - (ii) Under section 2(3) of the Consumer Protection Act 1987;

- (iii) For fraud or fraudulent misrepresentation; or
- (iv) For any matter for which it would be illegal for them to exclude, or attempt to exclude, their liability.

(d) The storekeeper is not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and them, including but not limited to:

- (i) loss of income or revenue;
- (ii) loss of business;
- (iii) loss of profits or contracts;
- (iv) loss of anticipated savings;
- (v) loss of data; or
- (vi) waste of time including but not limited to management, or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this clause 4.7(d) shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 4.7(a) or clause 4.7(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 4.7(d).

4.8 Written communications and notices

(a) Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

(b) All notices given by you to the storekeeper must be given to them at the address or email address provided on the Dispatch Confirmation. We or the storekeeper may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

4.9 Transfer of rights and obligations

(a) The Contract is binding on you and the storekeeper and on your and their respective successors and assigns.

(b) You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without the prior written consent of the storekeeper.

(c) The storekeeper may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract.

4.10 Events outside the storekeeper's control

(a) Neither we nor the storekeeper will be liable or responsible for any failure to perform, or delay in performance of, any of the storekeeper's obligations under a Contract that is caused by events outside the reasonable control of us or the storekeeper (**Force Majeure Event**).

(b) A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (i) Strikes, lock-outs or other industrial action.
- (ii) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (iii) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (iv) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (v) Impossibility of the use of public or private telecommunications networks.
- (vi) The acts, decrees, legislation, regulations or restrictions of any government.

(c) Performance by the storekeeper under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and they will have an extension of time for performance for the duration of that period. We and the storekeeper will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which the storekeeper's obligations under the Contract may be performed despite the Force Majeure Event.

4.11 Waiver

(a) If we or the storekeeper fail, at any time, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we or the storekeeper fail to exercise any of the rights or remedies to which we or they are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

(b) A waiver of any individual default shall not constitute a waiver of any subsequent default.

(c) No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 4.8 above.

4.12 Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

4.13 Entire agreement

(a) These terms and conditions and any document expressly referred to in them represent the entire agreement between you and the storekeeper in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between you and the storekeeper, whether oral or in writing.

(b) You and the storekeeper each acknowledge that, in entering into a Contract, neither of you or them has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and the storekeeper prior to such Contract except as expressly stated in these terms and conditions.

(c) Neither you nor the storekeeper shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

4.14 Law and jurisdiction

All Contracts and any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

5. OUR ROLE

5.1 Our role is to facilitate your purchase of products from storekeepers using our website. We are not the seller of the products and you use our website at your own risk.

5.2 We provide a venue for you and the storekeeper to complete transactions in accordance with these terms and conditions.

5.3 We are not the agent of either you or the storekeeper in their dealings with one another and has no authority to legally bind either you or the storekeeper and we are not a party to the Contract, which is formed between you and the storekeeper.

5.4 Subject to any transfer of rights under clause 4.9 above, the enforcement of any contractual obligations arising out of a Contract made using our website is the responsibility of you and the storekeeper who is party to that transaction. We are not obliged to mediate between you and that storekeeper or to enforce or execute fulfilment of any Contract.

6. DISCLAIMER OF WARRANTIES, RELEASE AND LIMITATION OF LIABILITY

6.1 Our website is provided on an "as is" basis. We make no representation or warranty, express or implied regarding the products offered for sale by storekeepers, including any implied warranties of satisfactory quality, fitness for a particular purpose, title, and non-infringement.

6.2 Because we are not an agent of you or the storekeeper, if a dispute arises between you and the storekeeper, you release us (and our employees, representatives and agents) from claims, demands, and damages (actual or consequential) of every kind and nature,

known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

6.3 We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers from companies to whose website we have provided a link on our website, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against such third party sellers.

6.4 To the fullest extent permitted by law, we will not be liable (whether in contract, tort, including negligence, or under any statutory implied term) for any damages of any kind including without limitation direct, indirect, incidental, punitive, special and consequential damages (including, without limitation, loss of profits, loss of revenue or loss of data) arising out of or in connection with any Contract or any goods purchased or obtained under any Contract, whether or not we have been advised of the possibility of such damage.

7. GENERAL PROVISIONS

7.1 Your use of our website is subject to the [terms and conditions of use](#).

7.2 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

7.3 These terms of supply and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.