

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods via email or telephone by THE TARTAN TABLET COMPANY ON ARRAN LIMITED a Private Limited Company registered in Scotland under number SC443067 ,whose registered address is Mapleshire Golf Road, Whiting Bay, Isle Of Arran, Scotland, KA27 8QT and whose main trading address is Mapleshire Golf Road, Whiting Bay, Isle Of Arran, Scotland, KA27 8QT .

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than Saturday or Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Chosen Carrier”	means Royal Mail, whom We shall use to dispatch the Goods to you;
“Contract”	means the contract for the purchase and sale of Goods, as explained in Clause 3;
“Goods”	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“Month”	means a calendar month;
“Order”	means your order for the Goods, made via Email or Phone;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;
“Pre-Contract Information”	means information about THE TARTAN TABLET COMPANY ON ARRAN LIMITED, the Goods, pricing, and your legal rights that We are required to provide under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 which will be made available to you via email;
“Premium Delivery”	means Our premium delivery option(s), available for an additional charge over Standard Delivery as set out in sub-Clause 6.6.2;
“Price”	means the price payable for the Goods;
“Returns Address”	means The Tartan Tablet Company, Mapleshire Golf Road, Whiting Bay, Isle Of Arran, Scotland, KA27 8QT ;
“Special Price”	means a special offer price payable for the Goods;

- “Standard Delivery”** means Our standard delivery method, Royal Mail 1st Class Postage; and
- “We/Us/Our”** means THE TARTAN TABLET COMPANY ON ARRAN LIMITED a Private limited Company registered in Scotland under number SC443067 ,whose registered address is Mapleshire Golf Road, Whiting Bay, Isle Of Arran, Scotland, KA27 8QT and whose main trading address is Mapleshire Golf Road, Whiting Bay, Isle Of Arran, Scotland, KA27 8QT.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by email, [text message, fax or other means.

2. Information About Us

- 2.1 THE TARTAN TABLET COMPANY ON ARRAN LIMITED, trading as THE TARTAN TABLET COMPANY, is a Private limited Company registered in Scotland under number SC443067 ,whose registered address is Mapleshire Golf Road, Whiting Bay, Isle Of Arran, Scotland, KA27 8QT and whose main trading address is Mapleshire Golf Road, Whiting Bay, Isle Of Arran, Scotland, KA27 8QT.
- 2.2 **We are not VAT registered**

3. The Contract

- 3.1 These Terms and Conditions govern the sale of goods by Us, via Email or Phone and will form the basis of the Contract between Us and you. Before submitting your Order, you will have certain key terms and conditions and information given to you via email correspondence and you should ensure that you have read these Terms and Conditions and the Pre-Contract Information carefully.
- 3.2 Nothing provided by Us including, but not limited to, information given over the telephone, sales and marketing literature, price lists and other information constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing by email.

4. Description and Specification of Goods

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process **AND** differences in the colour reproduction of electronic displays. Nothing, however, excludes Our liability for mistakes due to negligence on Our part.
- 4.2 We are required by law to supply Goods that conform to the Contract. If you

receive any Goods that do not conform to the Contract, please refer to Clause 8.

- 4.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any verbal descriptions, sales and marketing literature, price lists or any other information We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return the Goods to Us as provided in Clause 8. If as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.
- 4.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

5. **Orders**

- 5.1 All Orders for Goods made by you via email or telephone will be subject to these Terms and Conditions.
- 5.2 You may change your Order at any time before We dispatch the Goods by contacting Us. Requests to change Orders do not need to be made in writing.
- 5.3 If your Order is changed We will inform you of any change to the Price when you contact Us, and will confirm the change in writing.
- 5.4 If you change your mind, you may cancel your Order at any time before We dispatch the Goods by contacting Us. Please refer to Clause 9 for details of your cancellation rights.
- 5.5 We may cancel your Order at any time before We dispatch the Goods in the following circumstances:
 - 5.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
 - 5.5.2 An event outside of Our control continues for more than one week (please see Clause 11 for events outside of Our control).
- 5.6 If We cancel your Order under sub-Clause 5.5 and you have already paid for the Goods, the payment will be refunded to you within 14 Calendar Days. If We cancel your Order, you will be informed by email and the cancellation will be confirmed in writing by email.

6. **Price and Payment**

- 6.1 The Price of the Goods will be that shown in Our email correspondence at the time of your Order.
- 6.2 If We offer a Special Price, the Special Price will be valid for 7 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. If the Special Price requires a promotion or voucher code and you are unable to provide a valid promotion or voucher code when making your Order, the Special Price will not be available to you. Orders placed during the validity period of a Special Price will be accepted at the Special Price even if We do not accept your Order until after the period has expired.
- 6.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.

- 6.4 We have made every reasonable effort to ensure that Our Prices, as shown in Our email correspondence are correct. Prices will be checked when We process your Order. If the correct Price of the Goods is lower than that shown in Our email correspondence, you will be charged the lower Price. If the correct Price of the Goods is higher than that shown in Our email correspondence, We will inform you and ask you how you wish to proceed.
- 6.5 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment from you.
- 6.6 Our Prices do not include the cost of delivery. We offer the following delivery options. The cost of your chosen delivery method will be added on to the final sum due:
- 6.6.1 Standard Delivery; Royal Mail 1st Class delivery
- 6.7 All payments for Goods must be made in advance before We can dispatch the Goods to you.
- 6.8 We accept the following methods of payment:
- 6.8.1 Bank transfer;
- 6.8.2 Cheque payment;
- 6.8.3 Credit Card.
- 6.9 Credit and/or debit cards will be charged before we dispatch goods to you.

7. **Delivery**

- 7.1 Please note that delivery is only possible within the United Kingdom.
- 7.2 When We send you an Order Confirmation, We will provide, along with a confirmation of the Pre-Contract Information, an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods and your location. In any event, subject to any circumstances beyond Our control, and subject to any longer period to which you agree when placing your Order (for Goods that We stock only on demand, for example), Goods will be delivered to you no more than 30 Calendar Days after the date that the Contract is formed (see sub-Clause 3.3).
- 7.3 Delivery will be deemed to have taken place when the Goods have been received at your chosen delivery address or, if you are collecting the Goods from Us yourself, when you have collected the Goods.
- 7.5 If for any reason Our Chosen Carrier is unable to deliver the Goods at your chosen delivery address, the Chosen Carrier will leave a note informing you that the Goods have been returned to the Chosen Carrier's distribution centre, requesting that you contact them to arrange re-delivery or pick up from the distribution centre.
- 7.6 The responsibility (sometimes referred to as the "risk") for the Goods remains with Us until delivery is complete as defined in sub-Clause 7.4 at which point it will pass to you.

- 7.7 You own the Goods once We have received payment in full for them.
- 7.8 Please note that delivery to the following areas may require more time:
 - 7.8.1 UK Highlands and Islands;

8. **Faulty, Damaged or Incorrect Goods**

- 8.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement.
- 8.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. If you do not wish to reject the Goods, or if the 30 Calendar Day period has expired, you may request that the Goods are repaired or replaced. Within the first six months after you have received the Goods, you are entitled to a repair or replacement unless We can prove that the defect was not present at the time you bought the Goods. After the first six months, you must prove to Us that the defect was present at the time of purchase in order to qualify for a repair or replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In some cases, if repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.
 - a) If you request a repair or replacement during the first 30 Calendar Day period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days.
 - b) If, after a repair or replacement, the Goods still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time and/or without causing you significant inconvenience), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
 - c) If you exercise this final right to reject the Goods more than six months after you receive them (and ownership of them), we may reduce any refund to reflect the use you have had out of the Goods.
 - d) Within a period of six years after you receive the Goods (and ownership of them), if the Goods do not last a reasonable length of time (depending upon their nature), you may be entitled to a partial refund. Please be remember that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.
- 8.3 Please note that you will not be eligible to claim under this Clause 8 if We informed you of any faults, damage or other problems with the Goods before

your purchase of them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 8 merely because you have changed your mind. If you are a consumer in the European Union you have a statutory right to a 14 day cooling off period within which you can return Goods for this reason. Please refer to Clause 9 for more details.

- 8.4 To return Goods to Us for any reason under this Clause 8, you may return them by post or another suitable delivery choice to Our Returns Address. We will be fully responsible for the costs of returning Goods under this Clause 8 and will reimburse you where appropriate.
- 8.5 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.
- 8.6 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.
- 8.7 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

9. **Your Right to Cancel If You Change Your Mind**

- 9.1 As a consumer in the European Union you have a statutory right to cancel your Contract with Us up to 14 Calendar Days after the Goods come into your physical possession (i.e. you or another person identified by you taking delivery of the Goods under sub-Clause 7.4). You may cancel your Contract and return the Goods to Us for any reason under this right. If you wish to cancel your Order before receiving Our Order Confirmation or if you wish to cancel the Contract after receiving the Order Confirmation but before We have dispatched the Goods, sub-Clauses 9.2, 9.8.4 and 9.10 will apply.
- 9.2 If you wish to exercise your right to cancel under this Clause 9, you must inform Us of your decision. You may do so in any way that is convenient to you. Please ensure that you inform Us of your decision to cancel before the period in sub-Clause 9.1 expires. (Note that the cancellation period is defined as whole Calendar Days. If, for example, you send Us an email or a letter by 23:59 on the final day of the cancellation period, your cancellation will be valid and accepted.) We provide a form on our website that you may use if to inform us of cancellation in writing. Alternatively, please contact Us:
 - 9.2.1 By telephone on 07899 802930 ;
 - 9.2.2 By email on doreen@tartantablet.com ; or
 - 9.2.3 By post at THE TARTAN TABLET COMPANY ON ARRAN LIMITED, Mapleshire Golf Road, Whiting Bay, Isle Of Arran, Scotland, KA27 8QT.
- 9.3 Please note that your statutory right to cancel may be lost in the following cases:
 - 9.3.1 If the Goods are sealed for health or hygiene reasons and you have unsealed those Goods after receiving them;
- 9.4 You must return the Goods to Us no more than 7 days Calendar Days after

the day on which you have informed Us that you wish to cancel under this Clause 9.

- 9.5 You may return Goods to Us by post or another suitable delivery service of your choice to Our Returns Address. For Goods returned under this Clause 9 We will reimburse you for reasonable postage or shipping costs.
- 9.6 Refunds under this Clause 9 will be issued to you within 14 Calendar Days of the following:
 - 9.6.1 The day on which We receive the Goods back; or
 - 9.6.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier than the day under sub-Clause 8.8.1);
 - 9.6.3 If We have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.
- 9.7 Refunds under this Clause 9 may be subject to deductions in the following circumstances:
 - 9.7.1 Refunds may subject to deductions for any diminished value in the Goods resulting from your excessive handling of them. For the purposes of this Clause 9, “excessive handling” means any more handling than is reasonably required to ascertain the nature and characteristics of the Goods in question (e.g. no more than would be permitted in a shop).
 - 9.7.2 We will make no deductions for damage to delivery packaging (i.e. additional packaging into which We have placed the Goods in their original packaging such as bubble wrap and a brown box) but We may make deductions if the original packaging has been damaged (e.g. torn or otherwise unsealed in a way that would make it difficult or impossible to reseal the packaging and resell the Goods in “new” condition).
 - 9.7.3 Standard Delivery charges (see sub-Clause 6.6) will be reimbursed in full along with the Price of the Goods, however We cannot reimburse any additional costs for Premium Delivery. If you chose a Premium Delivery option when you ordered the Goods, We will only reimburse the equivalent Standard Delivery costs as part of your refund.

Refunds under this Clause 9 will be made using the same payment method you used when ordering the Goods.

10. **Our Liability**

- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 We only supply Goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

- 10.3 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 10.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

11. **Events Outside of Our Control (Force Majeure)**

- 11.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 11.2 If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 11.2.1 We will inform you as soon as is reasonably possible;
- 11.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 11.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 11.2.4 If the event outside of Our control continues for more than 7 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
- 11.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible.

12. **Communication and Contact Details**

- 12.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 07899 802930 or by email at doreen@tartantablet.com.
- 12.2 For orders, payments and delivery please contact Us by telephone at 07899 802930 or by email at doreen@tartantablet.com.
- 12.3 In certain circumstances you may wish to contact Us about specific issues:
- 12.3.1 To return non-compliant Goods please use the contact details provided in Clause 8;
- 12.3.2 For cancellations under your right to a cooling off period please refer to Clause 9.

13. **Complaints and Feedback**

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, are available on request from doreen@tartantablet.com.
- 13.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 13.3.1 In writing, addressed to Doreen Mainds, Mapleshire Golf Road, Whiting Bay, Isle Of Arran, Scotland, KA27 8QT;
 - 13.3.2 By email, addressed to Doreen Mainds at doreen@tartantablet.com ;

By contacting Us by telephone on 07899 802930 .

14. **How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our Privacy Notice available from doreen@tartantablet.com.

15. **Other Important Terms**

- 15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 15.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

16. **Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions, the Contract, and the relationship between you

and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Scotland.

- 16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, **as determined by your residency.**