

Terms and Conditions

1. General

1.1

This is the www.bettyhula.co.uk and www.bettyhula.com website ("Website") which is owned by Betty Hula who are a trading style of Tractor Creative Ltd. Trading from Bullace House Farm, West End Harrogate HG3 4AZ ("we", "us").

1.2

By purchasing any products (the "Product") and by using this Website you acknowledge that you have read and you agree to be bound by and comply with these Terms and Conditions. Your statutory rights are not affected.

2. Purchase of Products

2.1

The placing of a Product on our Website is an invitation to accept offers for such Product and is not an offer to sell at the listed price nor is it binding on us. We are under no obligation to accept your order (whether or not the order has been confirmed and the credit card been charged).

2.2

We will acknowledge by e-mail your order for a Product at the time you place your order. We will then notify you in due course of such email whether we have accepted your order. At the same time if we have accepted your order we will notify you of delivery dates.

2.3

In the event a Product is listed at an incorrect price due to a typographical error, we will notify you of the correct price by e-mail and we will give you the choice of either purchasing the Product at the correct price or cancelling your order. If you confirm you want the Product at the corrected price we will deliver the Product to you. If payment has been charged for the purchase and you cancel your order we will, on return of the Product (if the Product has been sent out) immediately issue a refund.

2.4

Any order (whether or not accepted) is subject to availability of the Product. If the Product becomes unavailable prior to delivery we will notify you and give you the choice of a refund or of purchasing an alternative Product.

3. Cancellation of contract by you

3.1

You may cancel the contract at any time up to and including the seventh working day after the day on which the goods are delivered to you by notifying us by email or post at the addresses set out at the beginning of these Terms and Conditions.

3.2

If you cancel the contract you must return the goods to us at the address set out at the beginning of these Terms and Conditions at your own cost and risk. If you cancel the contract and then you receive the goods you must not unpack them from their packaging but must immediately send them back to us.

3.3

In any event, you must return the goods to us within 28 days of receiving them.

3.4

If you do not return the goods to us within 28 days we will contact you. If we have to collect them from you we will deduct any costs we incur in recovering the goods from your payment to us prior to re-crediting your charge card.

3.5

Provided that we receive the goods in the condition they were in when delivered to you then we will re-credit your charge card with the amount debited for your order for the goods in question as soon as possible and, in any event, within 30 days of your cancelling the contract.

3.6

Until you return the goods to us you must keep them in your possession and take reasonable care of them.

4. Defective Goods

4.1

If the Products delivered are defective, not what you ordered, or damaged on delivery please notify us straight away and in any event within 3 days of delivery and we will arrange for the Products to be collected. If, on its arrival, the box is damaged then we advise that you do not sign for it and then notify us of this. You should keep your delivery note.

4.2

We will repair, replace or refund you for the price paid for any Products which are found to be incorrect or damaged or defective on delivery.

4.3

If you opt to exchange the Products, any additional payments must be included with the returned Products. Replacement Products will not be dispatched until such payment has been received.

4.4

Risk in the Products passes to you when the Products are signed for at the delivery address stipulated in your order. We accept no responsibility for any damage or loss to the Products after risk passes.

5. Prices and Payment

5.1

The prices for the Products and delivery are as set out on the Website and are inclusive of VAT unless stated otherwise on the Website.

5.2

- Payments must be made by credit or debit card and we shall not dispatch any Products until we receive confirmation of payment.
- 5.3 Your payment will be processed by a secure connection at the time you place your order on the relevant section of the Website.
- 5.4 We will inform you as soon as we can if we are unable to deliver the Products within 30 days of your order and you may agree an alternative delivery period or you may cancel the order. In no event shall we be liable to you for any losses you may have for any delay in delivery. We deliver to UK, USA and Europe.

6. Limitation of our liability

- 6.1 Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Website it is provided on an "as is" basis and we give no warranty and make no representation regarding the accuracy or completeness of the content of this Website. Further, no warranty is given that the Website shall be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability.
- 6.2 Access to and use of this Website is at your own risk. We do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. We accept no liability for viruses. We recommend that you take all appropriate safeguards before downloading information or images from the Website.
- 6.3 In respect of any cause of action (including an action for negligence) arising out of or in connection with any purchase made from the Website, our entire liability shall be limited, to the extent that the cause of action relates to the items purchased on our Website to (at your option):
- (a) repairing or supplying the Products again; and
 - (b) refunding the amount paid by you in respect of the Products purchased.
- 6.4 Our aggregate liability in respect of all causes of action arising out of or in connection with the Products purchased on our Website or in connection with your use of the Website (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) will not exceed an amount equal to the value of the Products delivered to you under these Terms and Conditions.
- 6.5 We shall not be liable to you for any loss of profit; loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated revenue or savings (whether direct or indirect loss); or loss of contract; or loss of use; or any special, consequential or indirect or pure economic loss, costs damages, charges or

expenses.

6.6

Notwithstanding anything in these Terms and Conditions we do not exclude liability for:

personal injury and death caused by our negligence;

fraud; or any liability under the Consumer Protection Act 1987; or any breach by us of the warranty as to quiet possession implied by Section 2 of the Supply of Goods and Services Act 1982.

6.7

Except for any warranties expressly set out in these Terms and Conditions any warranties, conditions or representations whether implied by statute or otherwise shall be excluded to the fullest extent permitted by law.

7. Security

7.1

Our secure server software encrypts all your payment card details. The process scrambles all the information, allowing no unauthorised third party to intercept the data. No credit card details are stored on our server. Your browser will confirm that you are shopping in a secure environment by showing a locked padlock icon somewhere on your screen.

8. Complaints Procedure

8.1

We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to email us at [HYPERLINK "mailto:admin@bettyhula.co.uk"](mailto:admin@bettyhula.co.uk)
admin@bettyhula.co.uk. Our aim will always be to deal with your complaint as soon as possible and make every effort to reach a satisfactory conclusion on your behalf in order to retain your valued custom.

9. Intellectual Property

9.1

All Website, design, text and graphics belong to us. All copyright, trade marks and other intellectual property belongs to us.

9.2

You are not permitted to use the Website in any way that may infringe the intellectual property rights contained in the Website. This means that you may not adapt, reproduce, publish, upload, extract, alter, store, post, redistribute, reutilise, retransmit or broadcast, all or any of the contents of the Website including but not limited to any trade marks or copyrighted material without our express permission. However, you are permitted to download and print out pages from the Website for the sole purpose of viewing for your own personal information.

10. Entire Agreement

10.1

These Terms and Conditions represent the entire understanding relating to the use of the Website and supersede all other statements, representations or warranties (whether written, made by email or oral) made by us. Nothing in these Terms and Conditions shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms and Conditions are reserved by us.

11. Severance

11.1

If any provision of these Terms and Conditions are found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms and Conditions which shall remain unaffected.

12. Third Party Rights

12.1

A person who is not a party to this contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

13. Force Majeure

13.1

We shall not be liable to you for any delay in, or failure of, performance of our obligations under these Terms and Conditions arising from any cause beyond our reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

14. Law and Jurisdiction

14.1

These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to this Website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14.2

Certain provisions contained in these Terms and Conditions may be disallowed by the laws of the country from which you are accessing the Website. If any provision is unenforceable or invalid then the provisions of paragraph 12 shall apply.

15. Contact Details

Betty Hula

Bullace House Farm,
West End, Harrogate Hg3 4AZ

Email: HYPERLINK "mailto:admin@bettyhula.co.uk" admin@bettyhula.co.uk