

The Botany Workshop – Isle of Arran

Terms and Conditions

About Us

The Botany Workshop - Isle of Arran is the supplier of the goods advertised on this website and our registered address is: 2 Hazelbank Cottage, Whiting Bay, Isle of Arran, Scotland KA27 8QA. Email: thebotanyworkshop@gmail.com.

Website Terms and Conditions

Please read the details set out below carefully before using this website (the "Site"). By using this Site, and/or completing an order on the Site, you agree to be bound by the following terms and conditions and disclaimers (the "Terms").

- References to 'you', 'your' and 'yours' are references to the person(s) accessing the Site.
- References to 'we', 'us' and 'our' are references to The Botany Workshop.

Customer Eligibility

To be eligible to purchase goods on this Site and to lawfully enter into and form contracts on this Site under Scottish law you must:

- a) be aged 18 or older; and
- b) be the holder of a valid debit/credit card.

You warrant that the personal information which you are required to provide when you register as a customer is true, accurate in all respects.

Please review our Privacy Policy, which explains our use of information you provide via the Website, so that you may understand our privacy practices.

Language

This contract shall be concluded in English.

Placing an Order for Goods on the Site

1. You place your order request for goods from the Site by following the instructions provided on the screens.
2. Once you have placed your order, we will send to you an acknowledgement providing you with a payment reference and the value of your order which has been debited to your credit/debit card. This is not an order confirmation or order acceptance from The Botany Workshop.
3. Unless we have notified you that we do not accept your order or you have cancelled your order in accordance with the Cancellation section of the Site, our acceptance of your order and the completion of the contract between you and us will take place when we have dispatched the goods ordered by you.
4. To cancel your order after it has been dispatched to you, you will need to follow the Returns Policy & Procedure.
5. If you require any information about your orders(s) you can contact by emailing thebotanyworkshop@gmail.com.
6. We may not accept your order if an item you have ordered is out of stock, we are unable to obtain authorisation for your payment or if we identify a product or pricing error. We reserve the right to reject any offer to purchase by you at any time.
7. If we are unable to fulfil your order following our order acknowledgement, we will contact you by email or telephone advising you of this. Please also see our Cancellation and Returns procedure set out in Section 18 below.

Product Description

8. We will take all reasonable care to ensure that all details, descriptions, and prices of products appearing on this Site are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Site as up to date as possible, the information including product descriptions appearing on this Site at a particular time may not always reflect the

position exactly at the moment you place an order. We cannot confirm the price of a product until your order is accepted in accordance with our order acceptance policy, as outlined in clause 7. above.

Customer Payment

9. All prices indicated for products available via the Site at the current rates and are exclusive of delivery charges. The total cost of your order is the price of the products ordered plus delivery charges as set out in the product page(s). Payment can be made by any of the methods specified in the Payment section of this Site and payment will be debited and cleared from your account as set out in the Payment section of this Site.

10. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to, or subsequently refuses to, or does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.

Title to Goods and Risk

11. We will retain the legal ownership of the goods until full payment has been made by you and such payment has been received by us. Legal ownership of the goods will immediately revert to us if we refund any such payment to you.

12. Risk in the goods will pass to you on delivery to you.

Delivery

13. Delivery costs of £3.50 will be charged for any order for delivery within the United Kingdom. Our items are sent by second class Royal Mail. Please note we cannot deliver to any PO Box addresses. Please contact us for delivery options on overseas orders. We reserve the right to change our delivery costs at any time without prior notice.

14. Any delivery timescales quoted to you are indicative only. Orders may be delivered in one or more delivery.

15. We do not accept any liability whatsoever for delayed delivery caused by any third party. As soon as you have received the goods, you will assume all risk in the goods. Upon delivery of the goods to you, we will also provide you with sufficient details to enable you to exercise your right of cancellation and address any intended cancellation or complaints to us.

Acceptance of Goods

16. Upon receipt of the goods you must inspect them, and you will be deemed to have accepted the goods unless you notify us that you have cancelled the order and/or you return the goods in accordance with the Returns Procedures. If no such action is taken, we shall not be obliged to accept any rejection of the goods at a later date.

Your statutory rights are not affected.

17. If you have not received the entire order as detailed in the order confirmation email sent to you when an order is received, please contact us by emailing thebotanyworkshop@gmail.com.

Cancellations and Returns

18. You may cancel this contract if you give us notice by emailing us at thebotanyworkshop@gmail.com at any time before the expiry of a period of 14 working days beginning with the day after the day of delivery of the goods.

You must send all returns within 14 days of receipt to: The Botany Workshop, 2 Hazelbank Cottage, Whiting Bay, Isle of Arran, Scotland KA27 8QA. We strongly advise that proof of postage is obtained. We cannot accept responsibility for any parcels lost in transit.

If you are rejecting the goods because of a defect or a discrepancy in the order, you are entitled to a full refund or replacement. The faulty or damaged goods must be returned to us before the refund or replacement can be issued.

In cases where you are rejecting the order because it is due to an incorrect order from the Customer or to dissatisfaction, the Customer is entitled to a partial refund (full refund less postage, where standard UK post & packaging will be charged at £3.50) only. Goods must be returned to us before the partial refund can be issued.

19. If you wish to cancel your order before it has been dispatched, please email us at thebotanyworkshop@gmail.com.

Your statutory rights are not affected.

Customer Complaints and Disputes

20. If you wish to complain about any matter in respect of the goods, please email us at: thebotanyworkshop@gmail.com.

Accuracy of Information

21. We attempt to be as accurate as possible when describing products on the Site; however, to the extent permitted by applicable law, we do not warrant that product descriptions, colours, or other content available on the Site are accurate, complete, reliable, current, or error-free.

No Right of Resale

22. Any products and services, and any samples thereof, we may provide to you are for personal use only. You may not sell or re-sell any of the products or services, and any samples you receive from us.

Intellectual Property

23. All content available on this Site, including, but not limited to, text, graphics, logos, button icons, images, audio clips, data compilations, and software, and the compilation thereof (the "Content") is the property of The Botany Workshop and must not be used without our consent.

Use of Site

24. We grant you a limited, revocable, and non-exclusive licence to access and make personal use of the Site. Please note that you may not frame or utilise framing techniques to enclose the Site or any portion thereof without our prior written consent.

The limited licence set forth in this Section 15 does not include the right to:

- 1.1 modify or download the Site or its contents (except caching or as necessary to view content);
- 2.1 make any use of the Site or its Content other than personal use;
- 3.1 create any derivative work based upon either the Site or its Content;
- 4.1 collect account information for the benefit of another party;
- 5.1 use any meta tags or any other "hidden text" utilising our name or the Copyright without our express written consent; or
- 6.1 use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Site for personal, non-commercial use only. A website that links to our Site may:

- a) link to, but not replicate, our Content;
- b) not imply that we are endorsing such website or its services or products;
- c) not misrepresent its relationship with us;
- d) not contain content that could be construed as distasteful, obscene, offensive or controversial, and may contain only content appropriate for all ages;
- e) not portray us or our products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions;
- f) not use any copyright without express written permission; and
- g) not link to any page of the Site other than the home page. We may, in our sole discretion, request that you remove any link to the Site, and upon receipt of such request, you shall immediately remove such link.

25. Any unauthorised use by you of the Site terminates the limited licence set forth in this Section 15 without prejudice to any other remedy provided by applicable law.

Third Party Websites and Links

26. We are not responsible for the content of any off-Site pages, or any other websites linked to or from this Site. Links appearing on the Site are for convenience only and are not an endorsement by us of the referenced content, product, service, or supplier. Your linking to or from any off-Site pages or other websites is at your own risk. We are in no way responsible for

examining or evaluating, and we do not warrant the offerings of, off-Site pages or any other websites linked to or from the Site, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy statements and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-Site pages and other websites that you visit.

Representations and Warranties

26. The Site is presented "as is". We make no representations or warranties of any kind whatsoever, express or implied, in connection with these terms or the Site, including but not limited to warranties of satisfactory quality, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable.

27. You agree that, to the fullest extent permitted by applicable law, we will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances, for any

- a) interruption of business;
- b) access delays or access interruptions to the Site;
- c) data non-delivery, mis delivery, corruption, destruction or other modification;
- d) loss or damages of any sort incurred as a result of dealings with or the presence of off-Site links on the Site;
- e) computer viruses, system failure or malfunction which may occur in connection with your use of the Site, including during hyperlink to or from third party websites;
- f) any inaccuracies, omissions or misleading, false or deceptive statement in the content; or
- g) events beyond our reasonable control.

28. Further, to the fullest extent permitted by law we will not be liable for any direct, indirect, special, incidental, or consequential damages of any kind (including lost profits) related to the Site regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum aggregate liability exceed one hundred pounds. Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, in such countries, our liability is limited to the maximum extent permitted by applicable law.

Indemnity

29. You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable legal fees, resulting from any third-party claim, action, or demand resulting from your use of the Site. You also agree to indemnify us for any loss, damages, or costs, including reasonable legal fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

General Provisions

30. You acknowledge and agree that these Terms, together with our Privacy Policy, constitute the complete and exclusive agreement between us concerning your use of the Site and any purchase by you of any goods from us, and supersede and govern all prior proposals, agreements, or other communications.

31. If any provision of these Terms is held to be illegal, invalid or unenforceable in whole or in part, then these Terms shall continue to be valid as to the other provisions and the remainder of the affected provision. Any waiver of any of the provisions of these Terms by The Botany Workshop - Isle of Arran shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of these Terms.

32. No failure to exercise and no delay on the part of either party in exercising any right, remedy, power or privilege of that party under these Terms and no course of dealing between the parties shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies provided by these Terms are cumulative and are not exclusive of any rights or remedies provided by law. Time shall not be of the essence of these Terms as regards any of the times, dates and/or periods mentioned herein.

33. Nothing contained in these Terms shall be construed as creating any agency, partnership, or other form of joint enterprise between us.

34. We reserve the right to change these Terms at any time. We recommend that you to revisit these Terms periodically to ensure that you are at all times fully aware of our Terms. Any changes are effective immediately upon posting to the Site. Your continued use of the Site constitutes your agreement to all such Terms.

35. We may, with or without prior notice, terminate any of the rights granted by these Terms. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Site.

36. We reserve the right to refuse to supply goods to any person for any reason whatsoever, to withdraw any goods from the Site at any time and/or remove or edit any materials or content on the Site. We will not be liable to you or any third party by reason of our withdrawing of any goods from this Site whether or not such goods have been sold; removing or editing content on the Site; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

37. Your use of this Site and any purchase by you of any goods from us shall be governed by Scottish law and the parties hereto submit to the exclusive jurisdiction of the Scottish courts.

38. If you have any questions regarding these Terms and Conditions, please contact us by email at thebotanyworkshop@gmail.com.

Privacy Policy

The Botany Workshop respects your privacy. We set out how we collect and use personally identifiable information (“Personal Information”) that you provide to us through this Site.

Your visit to our Site and the sale of our goods to you via this Site are subject to this Privacy Policy and our Terms and Conditions.

Information Collection and Use

We do not collect Personal Information about you, except when you provide it to us. When you submit your Personal Information on this Site, you will be asked to consent to the processing and transfers of your Personal Information as set forth in this Privacy Policy. If you would prefer that we not collect any Personal Information from you, please do not provide us with any such information.

Except as otherwise disclosed in this Privacy Policy, we will use the Personal Information you provide us through this Site only for the purposes of processing your orders and responding to any comments or questions you have.

We may use the information you provide in aggregate (non-personally identifiable) form for internal business purposes, such as generating statistics and developing marketing plans. We may collect, store, or accumulate certain non-personally identifiable information concerning your use of this Site, such as information regarding which of our pages are most popular and general website administration.

We may also use your information to tell you about our products, promotions and exclusive offers that may be of interest to you, by email, mail or by telephone. In particular, we may look at what you have previously ordered in an attempt to tell you about promotions that will be of particular interest to you.

All customers are given the opportunity to opt-out of receiving such further information at the time that they give us their Personal Information. However, this decision may be reversed at any time by contacting us by email on: thebotanyworkshop@gmail.com.

We may disclose any information, including Personal Information, we deem necessary, in our sole discretion, to comply with any applicable law, regulation, legal process or governmental request.

We do not seek or collect sensitive personal information through this Site. Sensitive information includes data relating to: race or ethnic origin; political opinions; religious or other similar beliefs; physical or mental health. If you do provide sensitive information, by providing that information you explicitly consent to us using it for the purposes for which it has been provided.

Accuracy of Personal Information

We will take reasonable steps to create an accurate record of any Personal Information you have submitted through the Site. However, we do not assume responsibility for confirming the ongoing accuracy of your Personal Information. If you advise us that your Personal Information is no longer accurate, we will, as far as practicable, make corrections.

You can also request that your Personal Information is deleted from our systems at any time by emailing thebotanyworkshop@gmail.com.

Access to the Personal Information we hold

If you wish to access your Personal Information that you have submitted via the Site, please email thebotanyworkshop@gmail.com.

Cookies

We use cookies to administer our Site. We will not use cookies in combination with your Personal Information without your prior consent. A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can remember who you are. A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a value. If you have previously registered on the Website (i.e., the website at <http://www.thebotanyworkshop.co.uk>) cookies will enable the Website to recognise you. Cookies can help a website to arrange content to match your preferred interests more quickly and are used by most major websites. Click here to find out more about cookies (www.allaboutcookies.org/cookies).

Two types of cookies are used on this Website: session cookies and persistent cookies.

Session cookies are temporary cookies that remain in the cookie file of your browser until you leave the Website. We use session cookies:

(a) to track the number of visits to the Website;

(b) to compile anonymous statistics that allow us to understand how users use our website such as details of the pages visited per session on the Website and the number of return visits to the Website (we cannot identify you personally in this way); and to enable basic personalisation of the Website;

(d) to keep track of your current shopping session so that you may retrieve your shopping basket at any time;

Persistent cookies remain in the cookie file of your browser for much longer than session cookies. We use one persistent cookie which is stored to enable the Website to determine whether you have been here previously.

You have the ability to accept or decline cookies by modifying the settings in your internet browser. However, you may not be able to use all the interactive features of the Website if cookies are disabled. Please click here to find out how to disable/enable cookies (www.allaboutcookies.org/cookies).

Third Parties

We may retain other companies and individuals to perform functions on our behalf in relation to the purposes set forth in this Privacy Policy. Examples include credit/debit card validation and authorisation agencies, data analysis firms, customer support specialists, webhosting companies, and fulfilment companies (e.g., companies that coordinate mailings). Such third parties may be provided with access to your Personal Information if needed to perform their functions but may not use such information for any other purpose. Such third parties may be in countries both inside and outside the European Economic Area ("EEA"). Although countries outside the EEA may not require the same level of protection of Personal Information as countries within the EEA, we always demand that third parties adhere to the same procedures that we follow ourselves with respect to your Personal Information, including this Privacy Policy.

Third Party Website Links

Our Site may contain links to or from other websites. Please be aware that we are not responsible for the privacy practices of other websites. This Privacy Policy applies only to the information we collect on this Site. We encourage you to read the privacy policies of other websites you link to from our Site or otherwise visit.

Security and Protection of Personal Information

We implement various security measures to protect the security of your Personal Information, both online and offline. Your Personal Information will be stored at facilities located across the world and not necessarily within the EEA.

Changes to this Policy

We may revise this Privacy Policy from time to time. If we decide to change our Privacy Policy, we will post the revised policy here. As we may make changes at any time without notifying you, we suggest that you periodically consult this Privacy Policy. Please note that our rights to use your Personal Information will be based on the privacy policy in effect at the time the information is used. If the preceding sentence is deemed to violate applicable law, the privacy policy in effect at the time your Personal Information was collected will apply.

Jurisdiction

This Privacy Policy shall be construed in accordance with the laws of Scotland.

Copyright

“The Botany Workshop” is the trading name of The Botany Workshop, 2 Hazelbank Cottage, Whiting Bay, Isle of Arran, Scotland KA27 8QA.

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While every effort is made to ensure the accuracy of the information on this site, we disclaim all warranties concerning accuracy. We will not be liable for any damages of any kind related to the use of this site.

We reserve the right to amend, add, omit, or alter any aspect of this site at our discretion and without prior notice.

Any Comments or Concerns?

If you have any questions, comments, or concerns about our privacy practices, please email us at thebotanyworkshop@gmail.com.

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