

Delivery policy

1. Introduction

- 1.1 This policy is a legally binding document, and this policy shall form part of the contract of sale between you and us made under our terms and conditions of sale.

2. Free delivery

- 2.1 We offer free standard delivery to all UK addresses on all orders over GBP 30 (including VAT).
- 2.2 All other orders will be subject to our delivery charges, calculated at checkout.
- 2.3 Upgrades to the standard delivery (UK First Class delivery, UK Special Delivery guaranteed before 1pm and International Tracked & Signed) are available on all orders, calculated at checkout.

3. Geographical limitations

- 3.1 We deliver worldwide.

4. Delivery methods and periods

- 4.1 If you select the standard delivery option, the time periods within which delivery is usually completed, are as follows:
- (a) *to the UK mainland* is 2-4 working days;
 - (b) *to North America* is 5-7 working days;
 - (c) *to Europe* is 3- 5 working days;
 - (d) *Australia, New Zealand and Oceania* is 5-7 working days.
- 4.2 The following upgrades are also available at checkout, UK First Class delivery, UK Special Delivery guaranteed before 1pm and International Tracked & Signed.
- 4.3 For items that are in stock we aim to dispatch your order the same working day if you place your order by 12pm GMT/BST on a working day; if you place your order after 12pm GMT/BST on a working day, or on a non-working day, we aim to dispatch your order on the next following working day.
- 4.3 The delivery periods set out in this Section 4 are indicative only, and whilst we will make every effort to ensure that you receive your delivery in good time, we do not guarantee delivery before the end of the stated period.
- 4.4 Buyers are responsible for any customs and import taxes that may apply. I'm not responsible for delays due to customs

5. Delivery charges

- 5.1 Delivery charges will be calculated by our website and automatically applied to your order during the checkout process, or alternatively quoted by me.

5.2 Applicable delivery charges will depend upon the delivery method you select, the location of the delivery address, and the size and weight of the products in your order.

6. Delivery problems

6.1 If you experience any problems with a delivery, please contact me using the contact details published on our website or otherwise notify to you.

6.2 If the delivery service provider is unable to deliver your products, and such failure is your fault, and you do not collect your products from our delivery service provider within the relevant time limit, we may agree to arrange for re-delivery of the products; however, we reserve the right to charge you for the actual costs of re-delivery (even where the initial delivery was free of charge).

6.3 An indicative list of the situations where a failure to deliver will be your fault is set out below:

- (a) you provided the wrong address for delivery;
- (b) there is a mistake in the address for delivery that was provided;
- (c) the address for delivery is not reasonably accessible;
- (d) the address for delivery cannot safely be accessed;
- (e) if in-person receipt is not required, there is no easy and secure means of leaving the products at the address for delivery and there is no person available to accept delivery; or
- (f) if in-person receipt is required, there is no person available at the address for delivery to accept delivery and provide a signature.

Returns policy

1. Introduction

1.1 We understand that from time to time you may wish to return a product to me.

1.2 We have created this policy to enable you to return products to me in appropriate circumstances.

1.3 This policy shall apply to all of our customers, irrespective of their geographical location.

1.4 This policy shall apply to all orders submitted through our website, or over the telephone or email.

1.5 This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

2. Returns

- 2.1 If you have no other legal right to return a product and receive a refund or exchange, then you will nonetheless be entitled to return a product to me and receive a refund in accordance with this policy if:
- (a) We receive the returned product within 30 days following the date of dispatch of the product to you;
 - (b) the returned product is unused, in its original unopened packaging, with any labels still attached, and otherwise in a condition enabling us to sell the product as new;
 - (c) you comply with the procedure set out in this policy in relation to the return of the product; and
 - (d) none of the exclusions set out in this policy apply.

3. Returns procedure

- 3.1 In order to take advantage of your rights under this policy, you must contact us to obtain a return authorisation number, and then send the product to us with a covering note quoting that number.
- 3.2 Products returned under this policy must be sent by Royal Mail Signed For delivery to *LITTLE BEAU SHEEP, Oakendale, Wheatley Lane, Ben Rhydding, West Yorkshire, LS29 8SF. UK.*
- 3.3 You will be responsible for paying postage costs associated with returns under this policy.

4. Exclusions

- 4.1 The following types of product may not be returned under this policy:
- (a) any product made to your specification;
 - (b) any product made to order;
 - (c) any product personalized or adapted for you; or
 - (d) gift vouchers.

5. Refunds

- 5.1 We will give you a refund for the price you paid to me in respect of any product properly returned by you in accordance with this policy.
- 5.2 We will refund to you the original delivery charges relating to the returned product.
- 5.3 We will not refund to you any costs you incur in returning the product to me.
- 5.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.
- 5.5 We will process the refund due to you as soon as possible and, in any event, within 30 days following the day we receive your returned product.

6. Improper returns

- 6.1 If you return a product in contravention of this policy, and you do not have any other legal right to a refund or exchange in respect of that product:
- (a) We will not refund the purchase price or exchange the product;
 - (b) We may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and
 - (c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

Privacy and cookies policy

1. Introduction

- 1.1 We are committed to safeguarding the privacy of our website visitors and customers; in this policy we explain how we will handle your personal data.
- 1.2 This policy applies where we are acting as a data controller with respect to your personal data; in other words, where we determine the purposes and means of the processing of that personal data.
- 1.3 We use cookies on our website. Insofar as those cookies are not strictly necessary for the provision of our website and services, we will ask you to consent to our use of cookies when you first visit our website.
- 1.4 Our website incorporates privacy controls which affect how we will process your personal data. By using the privacy controls, you can specify whether you would like to receive direct marketing communications. You can access the privacy controls via <https://www.littlebeausheep.com/my-account/>
- 1.5 In this policy, "we", "us" and "our" refer to *LITTLE BEAU SHEEP*. For more information about us, see Section 15.

2. How we use your personal data

- 2.1 In this Section 2 we have set out:
 - (a) the general categories of personal data that we may process;
 - (b) in the case of personal data that we did not obtain directly from you, the source and specific categories of that data;
 - (c) the purposes for which we may process personal data; and
 - (d) the legal bases of the processing.
- 2.2 We may process data about your use of our website and services ("**usage data**"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is Google Analytics. This usage data may be processed for the purposes of analysing the use of the website and services. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website and services.
- 2.3 We may process your account data ("**account data**"). The account data may include your name and email address. The source of the account data is you. The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is consent or our legitimate interests, namely the proper administration of our website and business and the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
- 2.4 We may process information that you post for publication on our website or through our services ("**publication data**"). The publication data may be processed for the purposes of enabling such publication and administering our

website and services. The legal basis for this processing is consent or our legitimate interests, namely the proper administration of our website and business and the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.

- 2.5 We may process information contained in any enquiry you submit to us regarding goods and/or services ("**enquiry data**"). The enquiry data may be processed for the purposes of offering, marketing and selling relevant goods and/or services to you. The legal basis for this processing is consent and your legitimate interests, namely the request for service or good information and communication or our legitimate interests, namely the proper administration of our website and business.
- 2.6 We may process information relating to our customer relationships, including customer contact information ("**customer relationship data**"). The customer relationship data may include your name, your employer, your job title or role, your contact details, and information contained in communications between us and you or your employer. The source of the customer relationship data is you. The customer relationship data may be processed for the purposes of managing our relationships with customers, communicating with customers, keeping records of those communications and promoting our products and services to customers. The legal basis for this processing is consent or our legitimate interests, namely the proper management of our customer relationships.
- 2.7 We may process information relating to transactions, including purchases of goods and services, that you enter into with us and/or through our website ("**transaction data**"). The transaction data may include your contact details, your card details and the transaction details. The transaction data may be processed for the purpose of supplying the purchased goods and services and keeping proper records of those transactions. The legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract and our legitimate interests, namely the proper administration of our website and business.
- 2.8 We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("**notification data**"). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is consent or the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
- 2.9 We may process information contained in or relating to any communication that you send to us ("**correspondence data**"). The correspondence data may include the communication content and metadata associated with the communication. Our website will generate the metadata associated with communications made using the website contact forms. The correspondence data may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.
- 2.10 We may process any of your personal data identified in this policy where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

- 2.11 We may process any of your personal data identified in this policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.
- 2.12 In addition to the specific purposes for which we may process your personal data set out in this Section 2, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

3. Providing your personal data to others

- 3.1 We may disclose your personal data to any member of company insofar as reasonably necessary for the purposes, and on the legal bases, set out in this policy.
- 3.2 We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.
- 3.3 We may disclose *name, address, email address and telephone number* to our suppliers or subcontractors insofar as reasonably necessary for *fulfilling the contract*.
- 3.4 Financial transactions relating to our website and services are handled by our payment services providers, *PayPal*. We will share transaction data with our payment services providers only to the extent necessary for the purposes of processing your payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds. You can find information about the payment services providers' privacy policies and practices at <https://www.paypal.com/uk/webapps/mpp/ua/privacy-prev>.
- 3.5 We may disclose your enquiry data to one or more of those selected third party suppliers of goods and services identified on our website for the purpose of enabling them to contact you so that they can offer, market and sell to you relevant goods and/or services. Each such third party will act as a data controller in relation to the enquiry data that we supply to it; and upon contacting you, each such third party will supply to you a copy of its own privacy policy, which will govern that third party's use of your personal data.
- 3.6 In addition to the specific disclosures of personal data set out in this Section 4, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4. International transfers of your personal data

- 4.1 In this Section 4, we provide information about the circumstances in which your personal data may be transferred to countries outside the European Economic Area (EEA).

- 4.2 We have offices and facilities in *the UK*. The European Commission has made an "adequacy decision" with respect to the data protection laws of this country.
- 4.3 The hosting facilities for our website are situated in *the UK*. The European Commission has made an "adequacy decision" with respect to the data protection laws of each of this country.
- 4.4 *MailChimp* is situated in *USA*. The European Commission has made an "adequacy decision" with respect to the data protection laws of this country. Transfers to USA will be protected by appropriate safeguards, namely the The EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, a copy of which can be obtained from <https://mailchimp.com/legal/privacy/>
- 4.5 You acknowledge that personal data that you submit for publication through our website or services may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others.

5. Retaining and deleting personal data

- 5.1 This Section 5 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.
- 5.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 5.3 We will retain your personal data as follows:
- (a) *personal data* will be retained for a minimum period of *1 year* and for a maximum period of *7 years* following *the date of consent, enquiry or purchase*.
- 5.4 In some cases it is not possible for us to specify in advance the periods for which your personal data will be retained. In such cases, we will determine the period of retention based on the following criteria:
- (a) the period of retention of *personal data* will be determined based on *business requirements*.
- 5.5 Notwithstanding the other provisions of this Section 6, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

6. Amendments

- 6.1 We may update this policy from time to time by publishing a new version on our website.
- 6.2 You should check this page occasionally to ensure you are happy with any changes to this policy.
- 6.3 We may notify you of changes to this policy by email.

7. Your rights

- 7.1 In this Section 7, we have summarised the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.
- 7.2 Your principal rights under data protection law are:
- (a) the right to access;
 - (b) the right to rectification;
 - (c) the right to erasure;
 - (d) the right to restrict processing;
 - (e) the right to object to processing;
 - (f) the right to data portability;
 - (g) the right to complain to a supervisory authority; and
 - (h) the right to withdraw consent.
- 7.3 You have the right to confirmation as to whether or not we process your personal data and, where we do, access to the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee. You can access your personal data by visiting <https://www.littlebeausheep.com/my-account/> and logging into our website.
- 7.4 You have the right to have any inaccurate personal data about you rectified and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.
- 7.5 In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; the processing is for direct marketing purposes; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise or defence of legal claims.
- 7.6 In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are: you contest the accuracy of the personal data; processing is unlawful but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your

consent; for the establishment, exercise or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.

- 7.7 You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise or defence of legal claims.
- 7.8 You have the right to object to our processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will cease to process your personal data for this purpose.
- 7.9 You have the right to object to our processing of your personal data for scientific or historical research purposes or statistical purposes on grounds relating to your particular situation, unless the processing is necessary for the performance of a task carried out for reasons of public interest.
- 7.10 To the extent that the legal basis for our processing of your personal data is:
- (a) consent; or
 - (b) that the processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract,
- and such processing is carried out by automated means, you have the right to receive your personal data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.
- 7.11 If you consider that our processing of your personal information infringes data protection laws, you have a legal right to lodge a complaint with a supervisory authority responsible for data protection. You may do so in the EU member state of your habitual residence, your place of work or the place of the alleged infringement.
- 7.12 To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.
- 7.13 You may exercise any of your rights in relation to your personal data by written notice to us, in addition to the other methods specified in this Section 7.

8. Third party websites

- 8.1 Our website includes hyperlinks to, and details of, third party websites.
- 8.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

9. Personal data of children

- 9.1 Our website and services are targeted at persons over the age of 16.
- 9.2 If we have reason to believe that we hold personal data of a person under that age in our databases, we will delete that personal data.

10. Updating information

- 10.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

11. About cookies

- 11.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- 11.2 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
- 11.3 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

12. Cookies that we use

- 12.1 We use cookies for the following purposes:
 - (a) shopping cart - we use cookies to maintain the state of your shopping cart as you navigate our website
 - (b) analysis - we use cookies to help us to analyse the use and performance of our website and services
 - (c) cookie consent - we use cookies to store your preferences in relation to the use of cookies more generally

13. Cookies used by our service providers

- 13.1 Our service providers use cookies and those cookies may be stored on your computer when you visit our website.
- 13.2 We use Google Analytics to analyse the use of our website. Google Analytics gathers information about website use by means of cookies. The information gathered relating to our website is used to create reports about the use of our website. Google's privacy policy is available at: <https://www.google.com/policies/privacy/>. [The relevant cookies are: *[identify cookies]*.]

14. Managing cookies

- 14.1 Most browsers allow you to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version. You can however obtain up-to-date information about blocking and deleting cookies via these links:

- (a) <https://support.google.com/chrome/answer/95647?hl=en> (Chrome);
- (b) <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences> (Firefox);
- (c) <http://www.opera.com/help/tutorials/security/cookies/> (Opera);
- (d) <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer);
- (e) <https://support.apple.com/kb/PH21411> (Safari); and
- (f) <https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy> (Edge).

14.2 Blocking all cookies will have a negative impact upon the usability of many websites.

14.3 If you block cookies, you will not be able to use all the features on our website.

15. Our details

15.1 This website is owned and operated by LITTLE BEAU SHEEP.

15.2 Our principal place of business is at *LITTLE BEAU SHEEP, Oakendale, Wheatley Lane, Ben Rhydding, West Yorkshire, LS29 8SF. UK.*

15.3 You can contact me:

- (a) by post, using the postal address given above
- (b) by telephone, on 07908880916
- (c) by email, using sarah@littlebeausheep.com

16. Representative within the European Union

16.1 Our representative within the European Union with respect to our obligations under data protection law is *Sarah Turner, LITTLE BEAU SHEEP* and you can contact our representative by sarah@littlebeausheep.com

17. Data protection officer

17.1 Our data protection officer's contact details are: sarah@littlebeausheep.com

Terms and conditions

1. Introduction

1.1 These terms and conditions shall govern the sale and purchase of products through our website.

1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.

- 1.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

2. Interpretation

- 2.1 In these terms and conditions:

- (a) "we" means *LITTLE BEAU SHEEP*; and
- (b) "you" means our customer or prospective customer, and "us", "our" and "your" should be construed accordingly.

3. Copyright notice

- 3.1 Copyright (c) 2018 LITTLE BEAU SHEEP

- 3.2 Subject to the express provisions of these terms and conditions:

- (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website;
- (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved; and
- (c) our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

4. Order process

- 4.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.
- 4.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 4.
- 4.3 To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; you must then select your preferred method of delivery and confirm your order and your consent to the terms of this document; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement and order confirmation (at which point your order will become a binding contract).

5. Prices

- 5.1 Our prices are quoted on our website.

- 5.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.
- 5.3 All amounts stated in these terms and conditions or on our website are stated inclusive of VAT
- 5.4 In addition to the price of the products, you may have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.

6. Payments

- 6.1 You must, during the checkout process, pay the prices of the products you order.
- 6.2 Payments may be made by any of the permitted methods specified on our website from time to time.
- 6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.

7. Distance contracts: cancellation right

- 7.1 This Section 7 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
- 7.2 You may withdraw an offer to enter into a contract with us through our website or cancel a contract entered into with us through our website (without giving any reason for your withdrawal or cancellation) at any time within the period:
 - (a) beginning upon the submission of your offer; and
 - (b) ending at the end of 14 days after the day on which the products come into your physical possession or the physical possession of a person identified by you to take possession of them (or, if the contract is for delivery of multiple products, lots or pieces of something, 14 days after the day on which the last of those products, lots or pieces comes into your physical possession or the physical possession of a period identified by you to take possession of them).
- 7.3 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 7, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

- 7.4 If you cancel a contract on the basis described in this Section 7, you must send the products back to us (to *LITTLE BEAU SHEEP, Oakendale, Wheatley Lane, Ben Rhydding, West Yorkshire LS29 8SF. UK*) or hand them over to us or a person authorised by us to receive them. You must comply with your obligations referred to in this Section 7 without undue delay and in any event not later than 14 days after the day on which you inform us of your decision to cancel the contract. You must pay the direct cost of returning the products.
- 7.5 If you cancel an order in accordance with this Section 7, you will receive a full refund of the amount you paid to us in respect of the order including the costs of delivery to you, except:
- (a) if you chose a kind of delivery costing more than the least expensive kind of delivery that we offer, we reserve the right to retain the difference in cost between the kind of delivery you chose and the least expensive kind of delivery that we offer; and
 - (b) as otherwise provided in this Section 7.
- 7.6 If the value of the products returned by you is diminished by any amount as a result of the handling of those products by you beyond what is necessary to establish the nature, characteristics and functioning of the products, we may recover that amount from you up to the contract price. We may recover that amount by deducting it from any refund due to you or require you to pay that amount direct to us. Handling which goes beyond the sort of handling that might reasonably be allowed in a shop will be "beyond what is necessary to establish the nature, characteristics and functioning of the products" for these purposes.
- 7.7 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 7.8 Unless we have offered to collect the products, we will process a refund due to you as a result of a cancellation on the basis described in this Section 7 within the period of 14 days after the day on which we receive the returned products or (if earlier) after the day on which you supply to us evidence of having sent the products back. If we have not sent the products to you at the time of withdrawal or cancellation or have offered to collect the products, we will process a refund due to you without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the withdrawal or cancellation.
- 7.9 You will not have any right to cancel a contract as described in this Section 7 insofar as the contract relates to:
- (a) the supply of non-prefabricated goods that are made on the basis of an individual choice of or decision by you, or goods that are clearly personalised;

- (b) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, where such goods have been unsealed by you; or
- (c) the supply of goods which are, according to their nature, inseparably mixed with other items after delivery.

8. Warranties and representations

8.1 You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts;
- (b) you have full authority, power and capacity to agree to these terms and conditions;
- (c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading;
- (d) you will be able to take delivery of the products in accordance with these terms and conditions and our delivery policy.

8.2 We warrant to you that:

- (a) we have the right to sell the products that you buy;
- (b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;
- (c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;
- (d) the products you buy will correspond to any description published on our website; and
- (e) the products you buy will be of satisfactory quality.

8.3 All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 9.1, all other warranties and representations are expressly excluded.

9. Limitations and exclusions of liability

9.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

9.2 The limitations and exclusions of liability set out in this Section 9 and elsewhere in these terms and conditions:

- (a) are subject to Section 9.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

9.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

10. Variation

10.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

10.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

11. Assignment

11.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

11.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

12. No waivers

12.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

12.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

13. Severability

13.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

13.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be

14. Entire agreement

14.1 Subject to Section 9.1, these terms and conditions, together with our delivery policy and our returns policy, shall constitute the entire agreement between you and me in relation to the sale and purchase of our products and shall supersede all previous agreements between you and me in relation to the sale and purchase of our products.

15. Law and jurisdiction

15.1 These terms and conditions shall be governed by and construed in accordance with English law

15.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

16. Our details

16.1 This website is owned and operated by LITTLE BEAU SHEEP.

16.2 Our principal place of business is at *LITTLE BEAU SHEEP, Oakendale, Wheatley Lane, Ben Rhydding, West Yorkshire, LS29 8SF. UK.*

16.3 You can contact me:

- (a) by post, using the postal address given above
- (b) by telephone, on 07908880916
- (c) by email, using sarah@littlebeausheep.com