

## How These Terms Work

1. These terms form part of a legally-binding contract between you and Sew Forest of Dean (referred to in these terms as “SFOD” – the words “we”, “us”, “our” and similar words also refer to SFOD).
2. These terms apply when you buy something (whether that’s a product, a gift voucher, an event, or something else) directly from our website ([www.sewforestofdean.co.uk](http://www.sewforestofdean.co.uk)).
3. Some of these terms apply to all purchases, but others only apply to certain types of purchase – the terms clearly say when they only apply to certain things. Also, some things you buy are covered by additional, separate terms – again, these terms clearly say where that’s the case.
4. By buying anything directly from our website, you are agreeing to these terms. Because we can change these terms from time to time, we do recommend that you print off a copy and keep them safe.
5. We want and expect you to be delighted with any purchase from SFOD. If you have any complaints about any SFOD events or products, please email us at [info@sewforestofdean.co.uk](mailto:info@sewforestofdean.co.uk) and give us the chance to investigate and, if relevant, try to put things right for you.

## General Terms

6. The terms in this “General Terms” section apply to all purchases made on our website. If there is anything in the “Specific Terms” section below (including the separate terms referred to in that section) which conflicts with these General Terms, the relevant bit of the Specific Terms will apply instead.

## Interpretation

7. In these terms, certain words and phrases have specific meanings:

- **Product** means anything you buy directly from us on our Website, including courses, workshops, patterns, kits and gift vouchers.
  - **Website** means all pages at the domain at [www.sewforestofdean.co.uk](http://www.sewforestofdean.co.uk)
  - **we, us, our** or related words refer to Sew Forest of Dean.
  - **you, your** or related words refer to the buyer of a Product and, as relevant, anyone attending a workshop or course.
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8. Any words following “including”, “includes”, “for example”, “in particular” or any similar expression are illustrative only and do not change the sense of the wider clause they are used in.

## Eligibility

9. To be eligible to buy things from our Website you must be over 18 years of age.

10. If you are placing an order from the Website you must:

- a. provide your real name, phone number, email address, payment details including invoice address and other requested information;
- b. where applicable, give us a delivery address (not a PO box number, hotel or other temporary accommodation address); and
- c. possess a valid credit or debit card issued by a bank acceptable to us.

## Making An Online Contract

11. Your order is an offer to buy from us. When you are placing an order, the following steps have to take place before a contract is made between us:
- a. After adding what you wish to purchase to your “Cart” and entering your card details, you place your order by pressing the ‘Confirm and pay’ button at the end of the check-out process. Before placing your order, the check-out process will give you the opportunity to review and, if necessary, make amendments to the contents of your Basket.
  - b. You will see an on-screen acknowledgement of your order. You will receive a receipt for your payment and an email confirming your order for each thing you buy shortly after we receive payment from you (“Confirmation Email”).
  - c. We accept your order at the time you receive the Confirmation Email. Nothing that we say or do will amount to any acceptance of your offer until you receive the applicable Confirmation Email, at which point a contract will be made between us unless, before your receipt of the Confirmation Email, we have notified you that we do not accept your order.
12. We may decline your order for any reason, in which case you will receive an email telling you so. If the reason for declining your order is because we cannot obtain authorisation of your payment details for any reason, then we may invite you to pay by another method.

## Prices and Payment

13. The prices for Products will be shown on our Website. We use our best efforts to ensure that the prices of Products are correct at the time of being uploaded to the Website. If we discover an error in the price of any Product(s) you ordered, please see clause 15 below for what happens.
14. Although we try very hard to ensure that all information on this Website is accurate, occasionally errors may occur. This is what happens if we discover an error:
- a. If we discover an error in the description of a Product that you have ordered, we will let you know and ask whether you wish to continue with your order or cancel it.
  - b. Where the Website showed a price which was too high, we will charge the lower amount when dispatching the Product(s) to you.
  - c. Where the Website showed a price which was too low, and the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing, we do not have to provide the Product(s) to you at the incorrect (lower) price. We will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product(s) at the correct (higher) price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.
15. Prices for the Products may change from time to time, but changes will not affect any order which we have already confirmed with a Confirmation Email.
16. The prices for Products shown on the Website include VAT (if applicable) and exclude the cost of delivery to you (where applicable). When ordering via the Website, you will see the total cost of your order in your Basket and also be given an opportunity to review and amend your Basket before you submit your order.
17. As stated above, the price of a Product does not include delivery charges. Our delivery charges will be added to the price and shown in the total during the check-out process.
18. We currently accept payment for Products by Visa and MasterCard. By placing your order, you confirm that the card that you use to make payment to us is yours and that you have authority to use that payment card.

19. We take payment from your card once your details have been processed, subject to card authorisation. If we are unable to supply the Product(s), we will let you know as soon as possible. We will give you a full refund if we have already taken payment for a Product that we can no longer supply.
20. Payment for the Products and all applicable delivery charges is in advance.

## Legal Stuff

21. When you buy Products on our Website, you enter personal details, both for yourself and, if relevant, for other members of your group. Please see our Privacy Policy (insert URL) for details of how we handle those personal details and your relevant rights. By entering personal details for your group members (if any), you are promising (in legal terms, you are warranting) to us that you have their consent to do that.
22. Some laws require that certain information or communications we send to you should be in writing. You agree that communicating with you by email, text message, notices on our Website or other text-based electronic methods counts as communicating with you in writing.
23. If any part of our contract with you is found to be unenforceable as a matter of law, all other parts of that contract are unaffected and will remain in force.
24. Any contract we form with you is personal to you. You may not assign, sub-license or otherwise transfer any of your rights under that contract.
25. Nobody apart from us and the buyer of a Product has any rights under this contract.
26. Our contract terms are available in English only.
27. English law applies to the terms of our contract with you, their subject matter and their formation, and the English Courts have exclusive jurisdiction over any disputes arising about those things.

## Specific Terms

28. The terms in this "Specific Terms" section apply certain types of purchases only, as explained in more detail below. You can use the following links to jump to the terms of interest to you.

- (A) Physical Products
- (B) Workshops and Courses
- (C) Gift vouchers
- (D) Patterns

## A - Physical Products

### *Delivery*

29. We only deliver our physical products within the UK.
30. If you order Products from our website for delivery outside the United Kingdom, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
31. Delivery (where relevant) will be by Royal Mail or another reputable carrier on their standard days of business and during their normal posting hours.
32. We make every effort to dispatch Products within the estimated timescales, however delays occasionally occur due to unforeseen circumstances. If we have to delay dispatch or cancel the delivery of an order for any reason, we will try to notify you by email or via the Website as soon as we are able.

We will not be liable for any delay or failure to dispatch or deliver the products within the estimated timescales. If (where delivery is relevant) we are unable to deliver any Product(s) within thirty (30) days of the date that you place your order, you may choose to cancel your order for the Product(s) in question (please see clauses 32 to 38 below for further details).

### *Returns / Your Right to Cancel*

32. Clauses 33 to 35 below only apply to physical Products - different cancellation rights apply to workshops, courses, and gift vouchers.

33. These clauses 33 to 37 only apply to physical Products which you want to return even though they are not faulty. You have different (and more) rights to return faulty Products. Please contact us if you think any physical Product you have bought is faulty.

34. If you change your mind and want to return any physical Product, you can do this by returning it to us (as described in clause 35 below) within 28 days of when you receive it. You will be responsible for the postage costs of returning it to us.

35. To return a physical Product as described above, you will need to:

a. download the returns form here and complete it with all relevant contact details - please note that this is not a legal requirement, but it will greatly help us to ensure that your return is processed without delay or problems;

b. include either the relevant Confirmation Email or the invoice that came with your order, as proof of purchase;

c. make sure that the Product is in its original packaging where possible;

d. package the Product carefully for delivery; and

e. send it to: Sew Forest of Dean, The Studio, Cemetery House, High Street Clearwell GL16 8JS

36. It is up to you to make sure that any returned Product reaches us safely. We also recommend that you obtain proof of postage.

37. So long as you follow the above, and any returned Product is unused, clean and undamaged, we will refund you within 14 days of receiving it. We are allowed to reduce the amount of any refund if a returned Product shows signs of use, is not in its original packaging, is dirty or damaged, or is otherwise not in a condition which would allow it to be re-sold by us - the amount of any such reduction depends on the condition of the Product (and may result in no refund being given).

## **B - Workshops and Courses**

38. The terms set out in clauses 39 to 44 below apply to Products which are workshops and courses.

39. We must receive payment in full from you and you must receive a Confirmation Email from us confirming your order before you or any of your party can attend an event or course.

40. All members in your party must be punctual to all events and courses. We may refuse you or a member of your party entry to an event or course if you or a member of your party is late. We reserve the right to only admit members of your party whose names you provided as attendees when you placed your order.

41. We will be entitled to require you to leave an event or course if in our reasonable opinion you behave in an unacceptable manner or are under the influence of drugs or alcohol.

42. You are advised not to bring any items of special or high value onto our premises. We do not accept responsibility for damage to or the loss of any personal possessions.

43. Except in limited circumstance as set out clauses 45 to 68 below, places for events and courses that you order from us are non-refundable. **In particular, we will not admit anyone who has purchased a place for our events or courses from any source other than the Website. Any resale of or attempt to resell a place will result in your order(s) for the places being cancelled without notice.**

44. You agree and acknowledge that:

a. Cars parked are entirely at the owner's risk. No responsibility can be accepted for loss of property or damage to vehicles whilst on site.

## Our Rights to Cancel or Reschedule

45. We may cancel any workshop or course due to events or circumstances outside our reasonable control.

46. Although it is rare for us to do so, we may also reschedule any workshop or course at any time.

47. If we do cancel, reschedule or make any changes as described in clauses 45 and 46 above, we will notify you by telephone or by email and will endeavour to do so as soon as possible after making those changes.

48. We will refund you the price of a workshop or course you have ordered or, if applicable, the affected part of it (for example, the cancelled day, or the place for the person no longer able to attend) if:

a. we cancel all or part of the event or course in accordance with clause 45 and

b. you are unable to attend any alternative date for the workshop or course you have ordered that we may offer to you

## Your Right to Cancel - General

49. Our events and courses are held on specific dates with limited numbers. Consequently, the consumer right of cancellation does not apply to orders for these types of Products. You are therefore not entitled to cancel any of our workshops or courses or to obtain a refund in respect of them if you no longer can or want to attend them.

50. However, in certain circumstances we permit you to transfer your booking to friends and family members or to transfer your booking to another course or event, as set out in clauses to below.

51. To amend, cancel or transfer a booking for a workshop or course as described in clauses 53 to 55 below, please contact us as soon as possible. You will need to let us know your order number, contact details, the names of the attendees whose places you would like to transfer (or whether you would like to receive a gift voucher, where applicable) and details of the workshop or course to which you would like to transfer the place(s). As our administrative hours are 09.00 - 17.00, Monday to Friday (excluding public holidays), notice received outside these hours will be treated as received on the next working day.

52. The following terms apply to any transfer of a booking under clauses 53 - 55 below:

a. All transfers are strictly subject to availability.

b. If we grant a transfer request then you must re-book the relevant place(s) within one week of the date on which we grant the transfer for an alternative workshop or course. Failure to do this will mean you lose your original booking and your right to transfer it.

c. The alternative workshop or course must not be scheduled more than six months from the date your transfer was granted (and any reference below to a "date of your choice" or similar words is subject to this).

## Your Right to Cancel - Workshops and Courses

53. You can amend your booking for a workshop or course to a different date, for no additional charge, if we have received written notice **at least 28 days before** the start of the course and no charge will incur.

54. If you need to amend your booking for a workshop or course **less than 28 days at least 7 days before** the start date, you may transfer to a new date of your choice subject to an administration fee of £25.00

55. With **less than 7 days' notice** we can either change the name on the booking or we can attempt to resell your place(s). If we are successful in reselling your place(s) we can transfer your booking to a new

date of your choosing, subject to an administration fee of £25.00 workshops and courses once the course or event has taken place. If we are unsuccessful in reselling your place(s) you will receive no refund or transfer.

## C - Gift Vouchers

56. Gift vouchers available for order on the Website can be purchased in printed form. A printed copy of your voucher will be posted to your specified delivery address within 7 days of your order.

57. A gift voucher can be redeemed at the online process by entering the unique code printed on your voucher

56. Gift vouchers cannot be exchanged for cash and are non-refundable.

57. You are not allowed to sell or trade gift vouchers without our express permission.

58. If any item purchased with a gift voucher is later refunded or exchanged for an item of a lower price, the refunded amount will be credited in the form of gift vouchers.

## Validity

59. Gift vouchers are valid for a period of twelve months from date of purchase. Any remaining balance on a gift voucher can no longer be used after that time has elapsed.

## Returns / Your Right to Cancel

60. When you place an order with us for a gift voucher, our service to you begins immediately after we send you a Confirmation Email because we will start taking steps to fulfil your order straight away, even though it may take a short while before the order is fulfilled. By accepting these terms, you consent to us commencing these services within the fourteen-day legal cancellation period and you acknowledge that you will not be able to cancel any order you place with us for gift vouchers once you have received a Confirmation Email.

## D - Patterns - pdf Download file

61. When you place an order with us for one of our patterns, you will not receive a physical product.

62. When you order one of our patterns, you will receive an email confirmation detailing your purchase. This email forms completion of your order with us and upon receipt of the email, your order has been fulfilled

63. Contained within the email outlined in clause 62 above, there will be a link to enable you to download your pdf pattern.

64. By clicking on this link and downloading the pattern, you are entitled to use the pattern for personal use only.

65. You are not entitled to use the purchased pattern for commercial use of any kind, including (but not limited to), use of the pattern in workshops held by anyone other than Sew Forest of Dean and for sales of completed items made using the pattern.

66. The downloaded pattern must not be copied and shared in any form, including but not limited to, forwarding on to other email addresses, publishing on any website or social media platforms, and physical photocopying .

67. The copyright of the patterns are owned solely by Sew Forest of Dean and all images and diagrams detailed within them are subject to this copyright and must not be used by anyone other than Sew Forest of Dean.

## Your Right to Cancel

**68.** No refunds will be allowed for any patterns purchased in download form from our website, regardless of whether the pattern download has been opened or not.

The Website is provided by Sew Forest of Dean, whose registered office address is:

Sew Forest of Dean, The Studio, Cemetery House, High Street, Clearwell GL16 8JS