

## **Museum Terms and Conditions**

Thank you for visiting the Florence Nightingale Museum online shop. These terms and conditions apply to the sale and purchase of goods via our account on <https://www.florence-nightingale.co.uk/shop/>. Please read these terms and conditions carefully before ordering any goods. You should understand that by placing an order for any of our goods you agree to be bound by these terms and conditions.

### **About Us**

<https://www.florence-nightingale.co.uk/shop/> is the trading account operated by the Florence Nightingale Museum Trust on the museum's website. Charity Number: 299576, VAT Number: 494 553 119. Our registered office is at: 2 Lambeth Palace Road, London SE1 7EW

All profits made by the Florence Nightingale Museum are returned to help support its work and keep Nightingale's legacy alive.

References in these terms and conditions to "we" or "us" means Florence Nightingale Museum.

### **Contract formation**

All orders for goods must be made online via our website <https://www.florence-nightingale.co.uk/shop/>. Your order is an offer to us to purchase the goods subject to these terms and conditions and is subject to acceptance by us. Your order is only accepted by us and a contract formed between you and us for the purchase of goods (a "Contract") when we issue an e-mail confirming dispatch of the goods (the "Confirmation").

### **Availability**

3.1. All goods offered on this website are subject to availability. If we are out of stock we will inform you by e-mail to the email address you have provided to us and offer you a new delivery date or a full refund within thirty (30) days.

3.2. If for any reason beyond our reasonable control we are unable to supply the goods or any of them to you we will notify you at the earliest opportunity by email to the e-mail address you have provided to us.

3.3. Specifications on the website for goods are meant as general descriptions and are not intended to be binding.

### **Pricing & Payment**

4.1. The prices payable for the goods are the prices set out on our website at the time that you place an order (the "Price"). The Price is quoted in £ (pounds sterling) and is inclusive of VAT but does not include our charges for delivery of the goods which will be charged at the rates applicable at the date you place your order.

4.2. We endeavour to ensure that all prices on our website are accurate. If, however, there is a pricing error we will inform you by e-mail and:

- a. (a) where the correct price is lower, refund the difference;
- b. where the correct price is higher, you will have the option of:
  - i. cancelling the order and we will offer you a refund; or
  - ii. confirming the order at the correct price.

4.3. We have no obligation to supply goods to you at the incorrect price.

4.2. We reserve the right at any time to vary the Price to reflect any increase in costs to us which is attributable to factors beyond our control; including, but not limited to, any variation in the cost of materials, transport, labour or other production costs, duties or taxes. We shall notify you of any such price increase prior to delivery and you may then cancel the order (or part thereof) relating to

such goods at any time prior to delivery without incurring any charges in respect of such cancellation.

4.4. The Price together with the applicable delivery charge will be payable by you at the time your order for goods is placed.

4.5. Payment can be made online using any of the following debit or credit cards: Mastercard, American Express, Visa, Visa Delta, Visa Electron and Visa Purchasing. Payment is made via the PayPal.

### **Ownership of the Goods**

5.1. Ownership of the goods will pass to you when the goods have been delivered to you. The goods will not be dispatched until we have received payment in full cleared funds of the Price, together with any delivery charges payable by you.

5.2. Risk of damage or loss of goods will pass to you at the time when the goods have been delivered to you.

### **Import Duties**

6.1. If you order goods from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

6.2. Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

### **Returns Policy**

7.1. Our returns policy is as follows:

- a. you may cancel a Contract for any reason within fourteen (14) days from your receipt of the goods. In this case you will receive a full refund of the Price paid for the goods subject to compliance with our refunds policy (set out in clause 9);
  - b. In order to cancel a Contract, you must inform us in writing (stating the reason for returning the goods) and return the goods in the same condition in which you received them, unused and in their original packaging together with the original invoice at your own cost and risk within fourteen (14) days from your receipt of the goods.
  - c. You have a legal obligation to take reasonable care of the goods while they are in your possession and should send the goods back via recorded delivery to us at 2 Lambeth Palace Road, London SE1 7EW so that you have proof of postage, as we cannot accept responsibility for goods that are lost or damaged in transit. If you fail to comply with your obligation to return the goods in the same condition in which you received them, any refund will be at our discretion.
  - d. If you do not return the goods within the timescales above, you will be deemed to have accepted the goods and will not be entitled to a refund.
2. Nothing contained in these terms and conditions affects your statutory rights.

### **Refunds/Defective Goods**

8.1. If you return goods to us because you have cancelled the Contract (in accordance with clause 8), we will process the refund due to you as soon as possible and, in any case, within

thirty (30) days of our receipt of the returned goods. In this case, we will refund the Price of the goods in full (excluding postage costs). We cannot offer a refund on earrings for pierced ears unless defective.

8.2. If you wish to obtain a refund because the goods are defective, the goods must be returned to us in the same condition in which you received them within twenty-eight (28) days from the receipt of the goods. We will examine the returned goods and will notify you whether we agree the goods are defective via e-mail within a reasonable period of time. If we agree that the goods are defective, we will usually process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day we confirmed to you via e-mail that you were entitled to a refund and we will refund the delivery charges for sending the goods to you and the cost incurred by you in returning the defective goods to us as well as the Price.

### **Security and Privacy**

9.1. PayPal do not share your financial information with the Florence Nightingale Museum. PayPal protects your financial information with industry leading security and fraud protect systems.

9.2. We do not store credit card details nor do we share customer details passed to us via the Florence Nightingale Museum web shop platform with any other third parties.

### **Limitation of Liability**

10.1. Nothing in any of these conditions:

- e. limits our liability under part 1 of the Consumer Protection Act 1987 or for death or personal injury caused by our negligence; or
- f. affects your rights under Sections 12 to 15 of the Sale of Goods Act 1979 (as amended) or any other statutory rights which you have as a consumer.

10.2. We shall not be liable to you for:

- 7. any statement made (unless fraudulent); or
- 8. any indirect, special or consequential loss, costs or expense arising out of or in connection with the supply of the goods.

10.3. Save in respect of death or personal injury caused by our negligence, our entire liability under or in connection with the Contract shall not in any event exceed the Price.

### **11. Events outside our Control**

If we are unable to perform any of our obligations under the Contract by reason of any event or circumstances beyond our control including, for example, non-availability of materials or other items from our suppliers, such failure shall not be regarded as a breach of our obligations and/or the Contract until such time (if any) as we are able to perform such obligations.

### **12. Termination**

Without prejudice to any other rights which may be available to you whether under these conditions or at law, if you:

- i. breach any of the provisions of the Contract; or
- j. become insolvent we shall have the right to terminate the Contract on giving you written notice.

### **13. Entire Agreement**

13.1. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior arrangement, understanding or arrangement between us, whether oral or in writing.

13.2. We and you each acknowledge that, in entering into a Contract, neither of us nor you has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us and you prior to such Contract except as expressly stated in these terms and conditions.

#### **14. Right to Vary these Terms and Conditions**

14.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

14.2. You will be subject to the terms and conditions in force at the time that you order goods from us, unless any change to these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven (7) working days of receipt by you of the goods).

#### **15. Rights of Third Parties**

Neither we nor you intend that any of these conditions should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person who is not a party to the Contract.

#### **16. Governing Law and Jurisdiction**

16.1. These conditions and the Contract shall be governed by and construed in accordance with the laws of England and Wales.

16.2. If any of these conditions (or part thereof) is held by any court or other competent authority to be invalid, void or unenforceable it shall be deleted and the remaining conditions shall continue in full force and effect and if necessary be amended so far as may be required to give effect to these conditions.

#### **17. Comments or Complaints**

If you have any questions, comments or complaints please contact us by e-mail at [info@florence-nightingale.oc.uk](mailto:info@florence-nightingale.oc.uk).