



Community Action Nepal - Online Shop Terms and Conditions

These terms set out the basis on which we will supply items from our shop to you, so please read them carefully.

We may amend these from time to time, and the changes will take effect from the time we publish the revised terms.

These terms should be read alongside and are in addition to the Community Action Nepal [Website Terms and Conditions](#) and our [Privacy Policy](#) which apply when you use our website. Please read all these terms carefully before placing an order from us or using our website. If you do not agree to these terms, you may not place an order with us or use or access the website.

If you have any questions about these terms, please contact us to discuss these before placing your order.

You can contact us in the following ways:

by email at: info@canepal.org.uk

Our Products and Age Restrictions

We try to ensure that all items displayed on our website are in stock and available to order. However, where items are temporarily unavailable for any reason, we will endeavour to indicate this on the website.

We try to ensure that our products match the images and descriptions on our website, although sometimes there may be slight differences in size, colour, and design.

In order to items from this website, you must be at least 18 years old or under the supervision of a parent or legal guardian.

Please note that we may withdraw items from sale or supply in the event we run out of stock or for any other reason. We may do this at any time and without notice.

Ordering an item

Your order is only accepted by us (and a contract formed) when we send you an email notifying you that your item(s) have been dispatched. Any products on the same order which are not referenced in our dispatch e-mail do not form part of that contract.

If we cannot supply you with some or all of the items you have requested for any reason, we will contact you and explain your options. If we cannot supply you with the product or service you ordered, we will inform you of this by email and where payment has already



been taken, we will refund you. We may not be able to accept your order as a result of one of the following:

- the product you ordered being out of stock;
- we are unable to obtain authorisation for your payment;
- we have identified a pricing or product description error;

If you wish to change your order at any time, please let us know as soon as possible. We will try our best to accommodate your request, but this may not always be possible. If we can't make the change you require, or we have already sent your item(s) to you, you may consider cancelling your order (see "Cancelling your order" below).

Price and Payment for items on sale

All prices displayed on our website are in pounds sterling, and inclusive of VAT. All applicable delivery charges are also displayed with each item.

We may change the price of items at any time, but the price you will be asked to pay is the price displayed on the website when you place your order.

For orders placed via our website, we accept Visa, Mastercard, Maestro, American Express, Electron and JCB cards. We also accept payment by Apple pay. All card payments are subject to authorisation by your card issuer. However, if we do not receive your payment and you have already received the products ordered from us, you must pay for the products or return the products ordered from us in accordance with reasonable return instructions that we provide and in the same condition that you received them at your own expense. If you do not do this within 30 days of the date on which we cancel your order, we may collect or arrange for collection of the products at your expense.

You will own the item(s) you have ordered once we have received payment in full, but we will remain responsible for it until we have delivered it to the address you gave us when placing your order (see "Delivery" below).

Delivery

We deliver throughout the UK. We shall not be responsible to you for any delays in the delivery of items that are caused by events outside of our control. However, we will contact you as soon as possible to notify you of any such events, and we will try to minimise the effects of any delay.

Damaged/Faulty Goods/Not as described

You have a legal right to return any item that does not match the description on our website, is not fit for its intended purpose or is not of satisfactory quality. You are entitled to a refund if you tell us this within 30 days of receipt of the item, or you may request a replacement item instead. In either case, if the item was purchased, you will need to return the item in question to us.



Cancelling your order – this only applies to purchased items.

You are entitled to cancel any order you have made on our website, for any reason (including if you simply change your mind) up to and including 14 days after the day on which you receive your purchase.

If you cancel your order before we dispatch it, we will refund all sums you have paid to us for that order (including the delivery costs paid by you, up to the amount charged for our standard delivery rate) no later than 14 days after the day of you telling us you want to cancel.

If you wish to cancel your order once you have received it, you should send the items back to us as soon as possible, and in any event not later than 14 days after the day on which you tell us you want to cancel your order. You will be responsible for the costs of returning the items to us.

We will then refund you the following sums:

- the purchase price; and
- provided that you are returning the entirety of your order, the delivery costs paid by you, up to the amount we charge for our standard delivery rate.

These will be paid within 14 days after the day we receive the item back from you or you provide evidence that you returned the item to us (if earlier). We will make reimbursement using the same method as you used for your initial transaction, unless you have expressly agreed otherwise.

Your Personal Information

We use the personal information you provide to us in order to supply the item(s) you have ordered to you and to process your payment.

All personal data held by us is held in accordance with our Privacy Policy.

Our liability to you

We are responsible for any foreseeable loss or damage you suffer that is caused by our breach of these Terms or our negligence. Loss or damage is foreseeable if it is obvious it will happen, or if both parties knew it might happen at time the contract was formed.

We do not in any way seek to exclude or limit our liability to you where it would be unlawful to do so, including for:

- death or personal injury caused by our negligence.
- fraud or fraudulent misrepresentation.



- any breach of your statutory rights under sections 9-11, 13 and 14 of the Consumer Rights Act 2015 (i.e., items must be of satisfactory quality, fit for purpose and match any description, samples and/or model provided); or
- defective products under the Consumer Protection Act 1987

We only supply items for domestic and private use. You agree not to use items ordered from this website for any commercial, business or resale purposes, and therefore we shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

General

These terms are governed by the laws of England and Wales, and the English courts shall have exclusive jurisdiction in all disputes arising out of these terms and any item(s) ordered from this website.

If a court finds any part of these terms unlawful or unenforceable for any reason, this shall not affect the rest of the terms which will remain valid and enforceable.

This contract is between you and us. Nobody else has any rights under or in respect of these terms.

Even if we delay in enforcing any of these terms, we can still enforce them at a later time. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of any breach, it will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

These terms and conditions do not in any way affect your statutory rights.