SHOP TERMS AND CONDITIONS OF USE

1. INTRODUCTION

1.1. The following terms and conditions apply to all orders for the purchase of goods ("Goods") from www.arc-trust.org.

1.2. Please read these terms carefully before you submit your order to us for Goods. These terms tell you who we are, how we will provide the Goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss. You should only place an order for Goods if you agree to these terms and conditions. By placing an order you are deemed to have accepted these terms and conditions as governing your order. This does not affect your statutory rights as a consumer.

1.3. We are Amphibian and Reptile Conservation Trust a company registered in England and Wales. Our company registration number is 06932972 and our registered office is at 744 Christchurch Road, Boscombe, Bournemouth, Dorset BH7 6BZ. Our charity registration number in England and Wales is 1130188 and in Scotland is SC044097.

1.4. You can contact us by telephoning 01202 391319 or by writing to us at enquiries@arc-trust.org or 744 Christchurch Road, Boscombe, Bournemouth, Dorset BH7 6BZ.

1.5. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

1.6. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2. PROFITS

2.1. Every purchase of Goods helps the UK’s amphibians and reptiles.

2.2. All profits made from the sales of Goods through the online shop are paid to Amphibian and Reptile Conservation (registered charity in England and Wales No. 1130188 and in Scotland No. SC044097). Registered office: 655a Christchurch Road, Boscombe, Bournemouth, Dorset BH1 4AP.

3. OUR CONTRACT WITH YOU

3.1. Our acceptance of your order will take place when we call, write, email you to accept it, at which point a contract will come into existence between you and us.

3.2. If we are unable to accept your order, we will inform you of this [in writing] and will not charge you for the Goods. This might be because the Goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or
description of the Goods. If the item that you have ordered is unavailable, we may from time to time offer a substitute that is of equal or greater value and quality of the original item. If you are not entirely happy, you may refuse to place an order for the substitute Goods.

3.3. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4. When you submit your order you are allowing Amphibian and Reptile Conservation Trust to use your personal details to fulfil your order. In the event that there is a problem with your order, or a delay in sending it to you, we will inform you at the earliest opportunity.

4. THE GOODS

4.1. The images of the Goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device’s display of the colours or a picture in our brochure accurately reflects the colour of the Goods. Your Goods may vary slightly from those images. Any product sizes and weights mentioned are approximate. Supplies of goods are subject to availability.

4.2. The packaging of the Goods may vary from that shown in images on our website [and/or in our brochure].

5. PRICING

5.1. The price of the Goods (which includes VAT) will be the price as told to you over the telephone, [set out in our brochure] shown on our website or told to you in the course of email exchanges. We take all reasonable care to ensure that the price of the Goods advised to you is correct. However please see clause 5.4 for what happens if we discover an error in the price of the Goods you order.

5.2. If the rate of VAT changes between your order date and the date we supply the Goods, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

5.3. We reserve the right to alter advertised prices if there is a change in the VAT rate or other significant cost price increases beyond our control.

5.4. It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Goods’ correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Goods’ correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Goods provided to you.

5.5. We accept payment electronically or by cheque. You must pay for the Goods before we dispatch them. We will not charge your credit or debit card until we
dispatch the Goods to you. If you pay by cheque, we have no obligations to dispatch the Goods until we have received full payment for the Goods in cleared funds.

5.6. If you do not make any payment to us service will be suspended or declined.

6. PRODUCT SOURCING

6.1. We aim to sell Goods that are consistent with and supportive of our ethos and aims for wildlife and nature. These can have their own commercial characteristics, including quality, appearance, etc.

6.2. Where possible we will choose locally-sourced and hand-made products that have acceptable environmental and sustainable credentials.

7. PACKING AND DELIVERY CHARGES

7.1. The cost of packaging and delivery is included in the price of the Goods for UK deliveries. For overseas deliveries a flat charge of £2.50 will be added to cover the average cost of packaging and delivery of the Goods.

8. DELIVERY

8.1. Delivery within mainland UK is normally within two weeks of receipt of your order if the Goods are in stock. Orders paid by cheque may take longer. In any event, we will deliver the Goods within 30 days after the date on which we accept your order.

8.2. If our supply of the Goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Goods you have paid for but not received.

8.3. If you have asked to collect the Goods from our premises, you can collect them from us at any time during our working hours of 9am – 5pm on weekdays (excluding public holidays).

8.4. If no one is available at your address to take delivery and the Goods cannot be posted through your letterbox, our delivery agent will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

8.5. If you do not collect the Goods as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 12.2 will apply.

8.6. You have legal rights if we deliver any Goods late. If we miss the delivery deadline for any Goods then you may treat the contract as at an end straight away if any of the following apply:

   a. we have refused to deliver the Goods;
b. delivery within the delivery deadline was essential (taking into account all the relevant circumstances).

8.7. If you do choose to treat the contract as at an end for late delivery under clause 8.6, you can cancel your order for any of the Goods or reject Goods that have been delivered. If you wish, you can reject or cancel the order for some of those Goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Goods and their delivery. If the Goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please contact us at the details under clause 1.4 a return label or to arrange collection.

8.8. The Goods will be your responsibility from the time we deliver the Goods to the address you gave us or you collect the Goods from us.

8.9. You own the Goods once we have received payment in full.

8.10. We may need certain information from you so that we can supply the Goods to you. If so, this will have been set out on our website or told to you in the course of email exchanges. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Goods late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8.11. We may have to suspend the supply of the Goods to:

a. deal with technical problems or make minor technical changes;

b. update the Goods to reflect changes in relevant laws and regulatory requirements;

c. make changes to the Goods as requested by you or notified by us to you.

8.12. We will contact you in advance to tell you we will be suspending supply of the Goods, unless the problem is urgent or an emergency. If we have to suspend the Goods for longer than one month, you may contact us to end the contract for the Goods and we will refund any sums you have paid in advance for the Goods, which you have not received.

8.13. If you do not pay us for the Goods when you are supposed to (see clause 5.5), we may suspend supply of the Goods until you have paid us the outstanding amounts.

9. OUR RIGHTS TO MAKE CHANGES

9.1. We may make minor changes to the Goods:
a. to reflect changes in relevant laws and regulatory requirements; and

b. to implement minor technical adjustments and improvements, for example to address a security threat.

9.2. In addition, as set out on our website or told to you in the course of email exchanges or in person at events, we may make changes to these terms or the Goods, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

10. YOUR RIGHTS TO END THE CONTRACT

10.1. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

a. If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the Goods repaired or to get some or all of your money back), see clause 15;

b. [If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;]

c. If you have just changed your mind about the product, see clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Goods;

d. In all other cases (if we are not at fault and there is no right to change your mind), see clause 10.6.

10.2. Ending the contract because of something we have done or are going to do: If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Goods which have not been provided and you may also be entitled to compensation. The reasons are:

a. [we have told you about an upcoming change to the Goods or these terms which you do not agree to (see clause 9.2);]

b. we have told you about an error in the price or description of the Goods you have ordered and you do not wish to proceed;

c. there is a risk that supply of the Goods may be significantly delayed because of events outside our control;

d. we have suspended supply of the Goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than [PERIOD]; or
e. you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 8.7).

10.3. For most products bought over the telephone, by mail order, by exchange of emails or online, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. We offer our customers a 30 day cooling off period, which is more generous than the 14 day period under the Consumer Contract Regulations 2013. This does not, however affect your statutory rights in relation to faulty or misdescribed Goods (see clause 15.1): we will offer you a replacement or a refund. We do not cover the cost of returning Goods in these circumstances.

10.4. You do not have a right to change your mind in respect of:

   a. Goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
   b. any Goods which become mixed inseparably with other items after their delivery;
   c. any Goods which are made to your specifications or are clearly personalised.

10.5. If you have bought Goods you have 30 days after the day you (or someone you nominate) receives the Goods to change your mind, unless:

   a. Your Goods are split into several deliveries over different days. In this case you have until 30 days after the day you (or someone you nominate) receives the last delivery to change your mind about the Goods.
   b. Your Goods are for regular delivery over a set period. In this case you have until 30 days after the day you (or someone you nominate) receives the first delivery of the Goods.

10.6. Even if we are not at fault and you do not have a right to change your mind (see clause 10.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for the Goods is completed when the Goods are delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Goods not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

11. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

11.1. To end the contract with us, please let us know by doing one of the following:

   a. Call on 01202 391319 or email us at enquiries@arc-trust.org. Please provide details of what you bought, when you ordered or received it and your name and address.
b. Complete the form available online to print off on our website and post it to us at the address on the form. Or simply write to us at 744 Christchurch Road, Boscombe, Bournemouth, Dorset BH7 6BZ including details of what you bought, when you ordered or received it and your name and address.

11.2. If you end the contract for any reason after the Goods have been dispatched to you or you have received them, you must return them to us. You must either return the Goods in person to where you bought them, post them back to us at 744 Christchurch Road, Boscombe, Bournemouth, Dorset BH7 6BZ or (if they are not suitable for posting) allow us to collect them from you. Please contact us at the details under clause 1.4 for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the Goods within 14 days of telling us you wish to end the contract.

11.3. We will pay the costs of return:

a. if the products are faulty or misdescribed; or

b. if you are ending the contract because we have told you of an upcoming change to the Goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

11.4. If you are responsible for the costs of return and we are collecting the Goods from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, as told to you over the telephone, set out on our website or told to you in the course of email exchanges.

11.5. We will refund you the price you paid for the Goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

11.6. If you are exercising your right to change your mind:

a. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

b. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of Goods within [3-5] days at one cost but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
11.7. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

a. If we have not offered to collect the Goods, your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us.

b. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

12. OUR RIGHTS TO END THE CONTRACT

12.1. We may end the contract if you break it. We may end the contract for Goods at any time by writing to you if:

a. you do not make any payment to us when it is due;

b. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods;

c. you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us.

12.2. If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for Goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12.3. We may write to you to let you know that we are going to stop providing the Goods. We will let you know at least one month in advance of our stopping the supply of the Goods and will refund any sums you have paid in advance for Goods which will not be provided.

13. COPYRIGHT

13.1. The contents of this site and our online shop are the property of Amphibian and Reptile Conservation, and are protected by the UK and international copyright laws. ALL RIGHTS RESERVED.

13.2. Permission is granted to electronically copy and to print the content in hard copy for the purpose of placing an order. Any other use of this website, without the prior permission of Amphibian and Reptile Conservation is strictly prohibited.

14. DISCLAIMERS

14.1. Amphibian and Reptile Conservation provides this website as seen and makes no representations or warranties of any kind, express or implied, with respect to this website or the information, content, materials or products contained within it.
15. QUALITY OF THE GOODS

15.1. We are under a legal duty to supply Goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Goods. Nothing in these terms will affect your legal rights.

SUMMARY OF YOUR KEY LEGAL RIGHTS

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 10.3.

15.2. If you wish to exercise your legal rights to reject the Goods you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please contact us at the details under clause 1.4 for a return label or to arrange collection.

15.3. For any queries or complaints about goods or services, please contact us at the details under clause 1.4 during our office hours of 9am – 5pm on weekdays (excluding public holidays).

16. SECURITY

16.1. When you come to pay for your order you are automatically connected to a third-party payment provider who uses encryption technology. This ensures that the information you send cannot be read by anyone apart from our ecommerce team. You should see a closed padlock appear at the bottom of your browser indicating you are in a secure site. When submitting your order you are confirming to purchase Goods and allowing Amphibian and Reptile Conservation to use your personal details for the purpose of supplying the Goods.
17. **DATA PROTECTION**

17.1. As supporters are our most valuable asset, we protect their details and comply with all of our obligations under data protection legislation. Our [Privacy Policy](#) can be viewed here.

18. **SUPPORT AMPHIBIANS AND REPTILES**

18.1. Visit our online [Shop](#).

We advise you to print and keep a copy of these terms and conditions for your records.

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**Schedule 1**

**Cancellation Form**

(Complete and return this form only if you wish to withdraw from the contract)

To Amphibian and Reptile Conservation Trust, 744 Christchurch Road, Boscombe, Bournemouth, Dorset BH7 6BZ, 01202 391319, [enquiries@arc-trust.org](mailto:enquiries@arc-trust.org).

I hereby give notice that I cancel my contract of sale of Goods

Ordered on: …………………………………………………

Order number: ……………………………………………...

Name of consumer: …………………………………………

Address of consumer: …………………………………….  
………………………………………………………………
………………………………………………………………

Signature of consumer: ……………………………………

(if this cancellation is notified on paper)

Date: …………………………………………………………