



## Contract of Sale Terms & Conditions 2016

### Terms of Sale

This page together with the documents it refers to are the terms and conditions which govern the ordering of products ("Products") or services ("Services") from *Ulric of England* including Products and Services for sale on the *Ulric of England* Website, [www.ulricofengland.com](http://www.ulricofengland.com) ("our site"). By ordering and paying for Products or Services from *Ulric of England* including but not limited to Products and Services you may have sourced from our Website, you confirm you have read, understood and agree to be bound by these terms and conditions. In the event you do not understand this Contract of Sale or any other legal documents we may present please contact us immediately and before ordering any Products or Services from us.

### 1. Company Information

**1.1** *Ulric of England* is an independent mail order company based in Shropshire, England. The Company has a Website – [www.ulricofengland.com](http://www.ulricofengland.com). In these documents *Ulric of England* may also be referred to as ("we", "us" "our" or "The Company").

### 1.2 Office Opening Hours | Visitors | Deliveries

The office is open to accept telephone calls pre-arranged deliveries and Visitors:  
Monday-Friday: 9:00hrs-17:00hrs. Telephone: 0044 (0) 1694 781354

*Ulric of England* is a mail order company. All visitors including deliveries and collections are by prior appointment. The office is closed and unable to accept deliveries on Saturdays, Sundays, Public Bank holidays and all other times as may be required, with or without notice.

**1.3 The Company Trading Address** is P.O. Box 55 Church Stretton Shropshire England, SY6 6WR.

**The P.O. Box Trading Address is for letters and billing only. The P.O. Box does not accept parcels. Before sending parcels please contact *Ulric of England* to arrange delivery/establish our parcel-receiving address.**

### 2. How The Contract of Sale is Formed Between The Buyer and *Ulric of England*.

**2.1** An Order must include a confirmation to buy Product[s] and/or Services. Orders may be placed by telephone, email or standard First Class post. Telephone Orders must also be confirmed in writing.

**2.1.1** Where a given product is listed for sale with ancillary items, by way of example a medal listed for sale with supporting paperwork [including *Certificates of Authenticity* from third party sources], the documents are ancillary items and do not constitute part of the contract of sale.

**2.2** Further to receiving your offer to buy a product [Product Order], we will send an e-mail acknowledging we have received your order. This is not an order acceptance.

**2.3 An offer to buy a Product [Order a Product]** with caveats, by way of example an offer to buy, *subject* to receiving additional information does not constitute an Order or any Product and/or Order-associated privileges, priorities, and/or Product reservations.

**2.4** When submitting an Order please include the following information. This information will enable your order to be processed efficiently;

1. Product Code [the unique code assigned to a given Product. prefixed 'g00'or 'b00'].
2. Brief Product Description
3. Preferred method of payment
4. Shipping address (and telephone number) for product delivery
5. Any particular instructions

Buyer proof of identity may be required to process orders, including but not limited to payments made by Credit Card. For full details see; [Business Terms & Conditions](#).

**2.5 Order Acknowledgement & Order Confirmation.** Further to receipt of your email or telephone call confirming you would like to buy a given product and/or products, we will Acknowledge receipt of your order with an email ORDER ACKNOWLEDGEMENT. An Order Acknowledgement does not constitute acceptance of your Order.

**2.5.1** Time-scales. We reply to email orders within 3 working days thereabouts.

**2.5.1** To process orders we require an alternative [to email] contact. It is your responsibility to ensure we have an alternative means of contact.

**2.5.1.1.**We will confirm acceptance of your order by sending an e-mail confirming:

- 1.Product Availability
- 2.Shipping Costs [when full address for shipping is provided]
- 3 Total Cost [Product + Shipping + in-transit insurance where requested]
- 4.Fees associated with payments [for example credit card]
- 5 Re- clarify your address for delivery
- 6 Confirm an approximate date for dispatch

## 2.6 Order Acceptance

Orders are subject to acceptance by The Company: we reserve the right with or without reason or notice to decline orders, order-related deposits, lay-away plans and selected methods of payment.

## 2.7 Order Dispatch Confirmation & The Contract of Sale

Orders paid for before 11.00hrs GMT/Monday-Friday are dispatched within 3 working days thereabouts following receipt of cleared funds, and all relevant information to ship your order including delivery address.

**2.7.1** The office is closed, and unable to receive- or dispatch orders at the weekends and/or during Statutory Bank Holidays, other times as may be required with or without notice or reason.

**2.8 Order Dispatch Confirmation** means;

1. we have received payment [cleared funds] as agreed.
2. we have all the relevant information to ship you Order.
3. your Order has been accepted and our intention is to fulfill the Order

The Contract of Sale will be formed when we telephone and/or send an email confirming *Order Dispatch*.

## 2.9 Deposits & Open Orders

**2.9.1** a minimum 10% deposit is required to reserve any given product listed and/or offered for sale.

**2.9.2** As a gesture of goodwill we hold orders 'open' (without deposit) for 5 working days thereabouts from receiving your Order Confirmation. In the event we do not receive payment within 5 working days, [or any other time-frame agreed in writing between the Buyer and *Ulric of England*] we reserve the right to:

1. cancel the Order with or without notice
2. re-offer the product[s] for sale at any price
3. increase or decrease the product[s] sale price
4. add, amend, remove, or withdraw the product(s) from sale

For further detail see [Business Terms & Conditions/Deposits/Lay-Away Plans](#).

## 2.10 Your Obligations

By confirming your decision to purchase a product or service (submitting an Order) you warrant that you:

1. are legally capable of entering into binding contracts;
2. are at least 18 years old.
3. will or have disclosed your true identity
4. will or have disclosed valid and correct payment details
5. will pay the full amount within the agreed time-frame.
6. will pay for all Order-related costs including shipping, in-transit insurance, credit card and custom fees.
7. accept in-transit insurance is your responsibility.
8. accept we are not obliged to offer in-transit insurance, however in so doing, any in-transit insurance we suggest is for your guidance only, not a recommendation and/or our responsibility.

## 3. Delivery & Shipping

**3.1.** We make best efforts to ensure Orders are delivered in accordance with agreed time-scales, however we cannot guarantee these time-scales and will not be liable for any delay in failure to meeting these time-scales.

**3.2** Where times-scales are applied to courier services by way of example, 'Guaranteed Next Day' deliveries by Royal Mail the courier not *Ulric of England* is responsible for meeting time-scales and any failure to do so or claims for compensation are between the Buyer and courier service.

**3.2.1** Any guidance we may suggest relating to processing your order, for example methods of shipping and/or couriers is *guidance only* and not a recommendation. Before accepting any shipping methods and/or couriers which we may have suggested as guidance it is understood the Buyer or Buyer's representative has independently evaluated alternative shipping methods and/or couriers.

**3.3** A minimum £6.00 fee is charged for postage & packaging.

**3.3.1** Orders are packed using fit-for-purpose materials. Particularly fragile items, by way of example porcelain, is packed in bespoke wooden crates. We are not obliged to provide bespoke packaging.

**3.4** We prefer to ship orders using tracked services (which require a signature upon delivery). It is your responsibility to sign, or arrange for the Order delivery to be signed on your behalf on the date of delivery.

## 4. Risk & Title

**4.1 Risk** in the Product[s] you have ordered will pass from *Ulric of England* to you from the point of dispatch, this being the point your Order is transferred from *Ulric of England* office[s] to a courier/shipper/shipper representative/shipper agent or transferred by prior arrangement by an *Ulric of England* employee directly to yourself or to an individual you have entrusted, at a prior-arranged, and mutually agreed location.

**4.2 Title** of the Products will only pass to the Buyer when we have received cleared funds, payment of all sums due in respect of the Products, including, by way of example, shipping and credit card fees.

## 5. Price & Payment

**5.1** Prices for Products and/or Services are as quoted on the *Ulric of England* Website and/or in written communication.

**5.1.1** Unless otherwise advised in writing Prices are ex-shipping/ex in-transit insurance/customs duty and/or import taxes.

**5.2** Prices are subject to change with or without prior notice or reason.

**5.2.1** In rare cases, the price quoted on our Website, by telephone, email or other methods of communication, may be incorrect. We will aim to rectify any such error(s) as quickly-as-possible and unless such error has not been identified, will notify you of the correct price before payment is made.

**5.3** Prices include VAT (where applicable) but exclude delivery and in-transit insurance costs, which will be added to the total amount due.

**5.4** Despite our best efforts, some Products displayed for sale on our Website may be incorrectly priced. We may also make errors in confirming product [price] details by email or on the telephone. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify the Buyer of such rejection.

**5.5** We are under no obligation to sell Products at the incorrect price, even after we have dispatched your order.

**5.5.1** In the event of 5.5 above the Buyer will be notified within 14 working days from the date of dispatch and obliged to return the order (shipping at our cost) and/or pay the price difference.

**5.6** If we are unable to accept your order, we will, at our option either not debit your credit- or debit card or refund any money paid by you in respect of that order.

**5.7 Payment methods.** Methods of payment may be Product-specific. When placing an Order please confirm your preferred method of payment and we will advise accordingly.

**5.8** Payments made by credit card are subject to a 4% charge (on the total value of the order, the 'total value being the price quoted inclusive of shipping and in-transit insurance).

**5.9** By submitting an Order by email or telephone you represent and warrant the payment and address details you provide are valid and correct and when your order is accepted and processed, payment will be made in full within the agreed time frame.

**5.10** We are not responsible for any charges or other amounts applied by your card issuer or bank as a result of our processing your credit/debit card payment in accordance with your order.

**5.11 Payment Authorisation.** All credit and debit cardholders may be subject to authorisation and authentication. If the issuer of your payment card or our credit card merchant service provider refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the Product(s) ordered.

**5.12** We reserve the right to request proof-of-identity to process orders.

**5.13** By providing the relevant information you specifically authorise us to transmit or to obtain information about you from relevant third parties from time-to-time, including but not limited to your name, address, telephone number, debit- or credit card details or credit reports, to authenticate your identity and delivery address for the Product(s), validate your payment card and obtain authorisations for your payments for Product(s).

**5.14** Payments made by Bank Transfer may take up to 7 working days to reach our account ('cleared funds').

**5.14.1** To enable orders to be processed in good time buyers are advised - but not obliged- to confirm bank transfer sums and dates *following* payment: confirmation payment 'actioned' include sum paid + date + product.

**5.14.2** We are not responsible for- and are unable to influence- time-scales for 'cleared funds.'

**5.14.3** We are not responsible for errors which may be bought about by Bank Transfer- or any other methods of payment.

## 6. Your Right To Cancel. Consumer Contracting

**6.1** If you are contracting as a consumer you have a right under the *Consumer Protection (Distance Selling) Regulations 2000* (as amended) to cancel the Contract (your Order) at any time within 14 working days, beginning on the day after your Order was delivered. For full details including pre- delivery cancellation, please see our [Refund Policy](#).

**6.2** In the event you decide to exercise your right [under clause 6.1 ] to cancel a Contract, (your Order) please contact *Ulric of England* immediately and arrange to return the Product(s) to our receiving address for parcels & packages. Products which are returned to *Ulric of England* under this clause [6.2] are shipped entirely at the risk and cost of the sender. Products should be insured [in-transit] and shipped by a traceable method. For full details see our [Refund Policy](#) & [Website Terms & Conditions](#).

**6.3** Unless we delivered items to you in error, you will be responsible for all costs and risk associated with returning the Products (including, for the avoidance of doubt, the payment of any import duties and/or taxes). If the Products are not returned to us in the conditions they were dispatched [by us] we will charge a sum not exceeding the direct costs of recovering the Products.

**6.4** You must take reasonable care of the Products whilst they are in your possession. If you fail to comply with this obligation, we may refuse to accept your cancellation under this clause 6 and/or have a right of action against you for compensation.

**6.5** You will not have the right to cancel the Contract [your Order] under this clause 6 where Products have been made-to-order, for example tooling initials to leather-bound books or bespoke medal rolls.

**6.6** Nothing in this clause 6 affects your rights as a consumer (as 'consumer' is defined at clause 2.3(b) above). As a consumer you have the benefit of certain warranties implied into the Contract. For example, the Sale of Goods Act 1979 (as amended) implies a term into the Contract that the Products must be of satisfactory quality and fit for purpose. See clause 7.2(b) below in relation to Products which you consider are defective.

## 7. Refund Policy

**7.1** For the avoidance of doubt, we offer refunds and/or exchanges in the circumstances set out in and in accordance with current applicable law/ clauses 6 [above] and 7.2 [below]. For full details see our [Refund Policy](#) & [Business Terms &](#)

## Conditions.

### **7.2 Returning Products.**

**7.3** In the event you cancel the Contract in accordance with clause 6 above, we will refund the price of the Product in full (subject to clause 6.3). We will process the refund due to you as-soon-as-possible and in any case within 30 days or thereabouts of the day *after* you have given notice of your cancellation. For full details see our [Refund Policy & Business Terms & Conditions](#).

**7.2.3** In the event you receive your order and it has sustained damage in-transit please contact us immediately. For full details see our [Refund Policy & Business Terms & Conditions](#).

### **8. Our Liability**

**8.1** We warrant to you that any Product descriptions including written, verbal and photographic descriptions relating to product authenticity and originality, are given in good faith and are opinion only. Descriptions do not constitute any form of guarantee warranty or 'expertise'.

**8.1.1** Products offered for sale are historic and unlikely to be fit-for-purpose for which products of the kind are commonly supplied, by way of example products with mechanical devices such as timepieces may not provide accurate time-keeping, and should not be relied upon to provide accurate time, similarly products with protective values, including products which may have labels promoting protective values for example parachutes, helmets and/or waterproof clothing.

For full details see our [Business Terms & Conditions](#).

**8.2** Our liability for losses you may suffer as a result of *Ulric of England* breaking this agreement is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

**8.3** Nothing in the Contract excludes or limits in any way our liability:

- (a) for death or personal injury caused by our negligence;
- (b) under section 2(3) of the Consumer Protection Act 1987;
- (c) for fraud or fraudulent misrepresentation; or
- (d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

**8.4** We are not responsible for losses which may occur as a side-effect of the main loss or damage, including but not limited to loss of:

- (a) income or revenue;
- (b) business;
- (c) profits or contracts;
- (d) anticipated savings;
- (e) data;

provided that this clause 8.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 8.1 or clause 8.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 8.4.

### **9. Import Duty**

**9.1** Orders placed with *Ulric of England* for delivery outside the UK, may be subject to import duties and taxes which are levied when the delivery reaches your specified [country] destination. It is your responsibility to establish potential costs. You will be responsible for payment of any such import duties and taxes. We have no control over - and cannot predict - the amount which may or may not be charged.

**9.2** It is your responsibility to 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.

### **10. Written Communications**

**10.1** Applicable laws require some of the information or communications we transfer to you to be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website.

**10.2** For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **11. Notices**

**11.1** All notices by way of example Order Cancellations and/or Order Withdrawals issued by you to *Ulric of England* must be in writing and sent by email and first class post to the address on the *Ulric of England* Website contact page/bottom of this document.

**11.2** We may give notice to you by e-mail or the postal address you provide when placing an order Notice will be deemed received and properly served immediately when posted on our Website, 24 hours further to an email being sent during our weekday office hours, or three working days after the date of posting of any letter.

**11.3** In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **12. Transfer of Rights & Obligations**

**12.1** The contract between you and *Ulric of England* is binding on you and us and on our respective successors and assigns.

**12.2** You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent.

**12.3** We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

### **13. Events Outside Our Control**

**13.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (a "Force Majeure Event").

**13.2** A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action.

(b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

(c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

(d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(e) impossibility of the use of public or private telecommunications networks including email and website facilities.

(f) the acts, decrees, legislation, regulations or restrictions of any government.

**13.3** Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

#### **14. Waiver**

**14.1** If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

**14.2** A waiver by us of any default shall not constitute a waiver of any subsequent default.

**14.3** No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 above.

#### **15. Severability**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **16. Entire agreement**

**16.1** These terms and conditions and any document expressly referred to in them represent the entire agreement between *Ulric of England* [The Company] in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

**16.2** The Buyer and *Ulric of England* acknowledge in entering into a Contract, neither has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

**16.3** We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

#### **17. Our Right To Amend These Terms & Conditions**

**17.1** We have the right to revise and amend all our 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 capabilities. Revisions and amends may occur without prior notice.

**17.2** You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or 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 those policies or these terms and conditions before we send you the Dispatch 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 working days of receipt by you of the Products).

#### **18. Law. Jurisdiction. Dispute Resolution**

**18.1** Contracts for the purchase of Products from *Ulric of England*, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Contract of Sale Terms & Conditions 2016**

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P.O. Box 55 Church Stretton Shropshire England SY6 6WR  
T: 00 44 (0) 1694 781354 E: [enquiries@ulricofengland.com](mailto:enquiries@ulricofengland.com)

**P.O. Box address is for letters & billing Only**  
**Please do not send parcels and/or packages to the P.O. Box address.**  
**Before sending parcels & packages please Contact *Ulric of England***

**[www.ulricofengland.com](http://www.ulricofengland.com)**