

COMPTON VERNEY TERMS AND CONDITIONS FOR THE GENERAL USE OF THIS SITE AND THE ONLINE PURCHASE OF TICKETS, MEMBERSHIPS, VOUCHERS AND PRODUCTS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE OR PURCHASING TICKETS, MEMBERSHIPS, VOUCHERS OR PRODUCTS FROM OUR SITE

What's in these terms?

These terms relate to the use of our website comptonverney.org.uk (**Site**) and the purchase of Tickets, Memberships or Vouchers and Products from our online shop. Please click on the links below to go straight to more information on each section:

SECTION A:	General Website Terms of Use
SECTION B:	Purchase of Tickets, Vouchers and Memberships
SECTION C:	Purchase of Products from the Online Shop
SECTION D:	General Legal Terms that Apply to your Contract with Us

Other terms that may apply to you

These terms of use refer to the following additional terms which also apply to your use of our Site:

- [Our Privacy Policy.](#)
- [Our Cookie Policy.](#)

If you purchase Tickets, Memberships or Vouchers from our Site, the terms and conditions set out in Section B will apply. If you purchase Products from our Site the terms and conditions set out in Section C will apply. The terms in Section D apply whether or not you have purchased Tickets, Memberships or Vouchers under Section B or if you have purchased Products under Section C.

SECTION A - GENERAL WEBSITE TERMS OF USE

These are the terms and conditions relating to the use by you of the Site. Please note: By using this Site, you confirm that you accept these Terms of Use and that you agree to comply with them. These Terms of Use will apply to any use of the Site (whether as a guest or a registered user), including (without limitation) accessing, browsing, or registering to use the Site (where applicable). Please read the Terms of Use carefully and make sure that you understand them before using the Site. If you refuse to accept these Terms of Use, you must not use the Site.

We may amend these Terms of Use from time to time. Please check these Terms of Use regularly to ensure you understand the terms which will apply at that time.

USE OF WEBSITE

All use of the Site is subject to the terms and conditions below.

We may update and change our Site from time to time to reflect changes to our Products and services. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@comptonverney.org.uk.

INFORMATION ABOUT US AND HOW TO CONTACT US

www.comptonverney.org (the "Site") is a website operated by Compton Verney House Charity and Compton Verney Publications Ltd. Compton Verney House Charity, is registered as a company at Companies House (registered company no. 13754286) and with the Charity Commission (registered charity no. 1196705) with registered office and operational address at Compton Verney, Warwickshire CV35 9HZ is an independent charitable company (the "**Charity**"). Compton Verney Publications Ltd (company registration number 3101327) with registered office address at Compton Verney, Warwickshire CV35 9HZ (the "**Subsidiary**") is a wholly owned subsidiary of Compton Verney House Charity and performs the Trust's trading activities. Both the Charity and the Subsidiary are referred to in this Section A collectively as "**we**"). All profits of the Subsidiary are transferred to the Charity under a gift aid declaration.

The VAT number of Compton Verney House Charity and Compton Verney Publications Ltd is 834841418.

We can be contacted by email at info@comptonverney.org.uk.

If you maintain a Membership you can contact us by email at members@comptonverney.org.uk.

DO NOT RELY ON INFORMATION ON THIS SITE

Compton Verney House Charity (CVHC) and its designated parties in charge of content on the Site take reasonable steps to ensure that all information on the Site is accurate. If you find any inaccurate information on the Site let us know and we will correct it, where we agree, as soon as practicable.

Due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, the Site is provided on an "AS IS" and "AS AVAILABLE" basis and we give no guarantee that our Site or any content will be available or uninterrupted.

We may withdraw or suspend the Site where we deem this to be necessary without notice and will not be responsible to you for such unavailability.

We make no representations that information is accurate and up-to-date or complete and accept no liability for any loss or damage caused by inaccurate information. This Site provides a large amount of information and data and there will inevitably be errors in it.

Where discrepancies and inaccuracies are found, let us know by contacting us at info@comptonverney.org.uk and we will take reasonable steps to correct it, where we agree, as soon as practicable.

Although we hope this Site will be of interest to users, you are responsible for checking the accuracy of relevant facts, instructions, suggestions and/or opinions given on the Site before entering into any commitment based upon them. We do not accept any liability arising from any inaccuracy or omission in the information.

Any views expressed in messages or adverts on the Site are not necessarily ours or those of anyone connected with us.

COPYRIGHT

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

The copyright material, trade names and other proprietary information, includes, but is not limited to, text, software, photos, graphics and may in future include video, graphics, music and sound. We, or our licensors, own copyright and/or database right in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part except as provided in these Terms of Use.

You may download information from the Site for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission and that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no modifications to the materials, or changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us or our licensors. The products, technology or processes described in our Site may be the subject of other intellectual property rights reserved by us or by other third parties. No licence is granted in respect of those intellectual property rights.

If you print off, repost, copy or download any part of our website in breach of these Terms of Use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

LINKING TO OUR SITE

We welcome 'hot links' to the home page of our Site provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation.

You may not display the content of the Site (or any page from it) or allow such content to be displayed surrounded or framed by material not originating from us without our consent. Nor may you create a link to any part of the Site other than the home page (known as 'deep linking') without our prior written approval.

We reserve the right to withdraw linking permission without notice.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site in any website that is not owned by you.

If you wish to link to or make any use of content on our Site other than that set out above, please contact info@comptonverney.org.uk.

LINKING TO OTHER WEBSITES

On the Site you may be offered automatic links to other websites which are operated by other people. While we hope you will be interested in those websites, using such a link means you are leaving our Site. Therefore you acknowledge that the content on those pages is not subject to our control, their owners may be independent from us and we do not endorse or accept any responsibility for their content. We will not be liable for any loss or damage that may arise from your use of them.

COMPUTER VIRUSES, HACKING AND OTHER OFFENCES

We will take reasonable steps to ensure that the Site does not contain any viruses or other malicious code. However, it is recommended that you should use your own virus protection software and virus check all materials downloaded from the Site and regularly check for the presence of viruses and other malicious code. You are responsible for configuring your information technology, computer programmes and platform to access the Site. We do not guarantee that the Site will be secure or free from bugs or viruses. We are not responsible for and shall not be liable for any damage or loss caused by computer viruses or other malicious code originating or contracted from the Site or on any website linked to it, to the extent permitted by applicable laws.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

PROHIBITED USE

You agree not to use the Site:

- to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Site;
- to misrepresent your identity;
- to disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes", or any other form of solicitation or for any other commercial purposes (which would include using the Site to promote or encourage the sale of your goods/services);
- to transmit or re-circulate any material obtained from the Site to any third party except where expressly permitted on the Site;
- to obtain and/or store personal data derived from the Site;
- in such a way so as to remove the copyright or trade mark notice(s) from any copies of any content made in accordance with these Terms of Use;
- to disseminate any material which is abusive, defamatory or obscene, may harass, offend or inconvenience any person, applauds, encourages or entices abuse, discrimination or criminal activity or which might restrict or inhibit the use and enjoyment of the Site by any person;

- to harm the Site or disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise to hack (or attempt to hack) into the Site;
- in any way that might harm any person or infringe third party privacy or other rights;
- in any way that is unlawful (including fraudulent) or that might bring us or any of our associates into disrepute; or
- to post link(s) that take users to material that contravenes any of the above restrictions.

NO TEXT OR DATA MINING, OR WEB SCRAPING

You agree not to conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Site or any services provided via, or in relation to, our Site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

This section sets out our responsibility for loss or damage suffered by you in relation to your use of our Site. Different terms apply in relation to the supply of Tickets, Memberships, Vouchers or Products (see Sections B and C).

The information contained in this Site has been prepared solely for the purpose of providing information about the Compton Verney and our services. We provide the information on this Site free of any access charge.

The Site is intended only for domestic and private use. Accordingly, you agree not to use our Site for any commercial or business purpose and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We are a distributor and publisher of content supplied by third parties and users of the Site. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or users, are those of the authors or distributors and not of us. We do not necessarily endorse nor are we responsible for the accuracy or reliability of any opinion, advice or statement made on the Site.

The information on the Site is not intended to address your particular requirements. Such information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in

making (or refraining from making) any specific investment, or other, decisions. You should take your own advice.

If you make an arrangement with anyone named or in connection with the Site this is at your sole risk.

PRIVACY POLICY

We will only use your personal information as set out in our [Privacy Policy](#).

The transmission of information via the Internet is not completely secure. Although we will take steps to protect your personal data as described in our privacy notice, we cannot guarantee the security of your data transmitted to our Site. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access, as set out in our privacy notice.

WHICH COUNTRY'S LAWS APPLY

These Terms of Use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over any dispute except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

The Site is directed to people residing in England. We do not represent that content available on or through our site is appropriate for use or available in other locations.

FURTHER INFORMATION

If you have any concerns about the material that which appears on our website, want further information on these conditions or have any queries on them, please contact: info@comptonverney.org.uk.

SECTION B: PURCHASE OF TICKETS, MEMBERSHIPS AND VOUCHERS

The terms and conditions set out in this section apply to all purchases of Tickets, Memberships and Vouchers made by you through the Site.

The purchase of Products is subject to the separate terms and conditions set out in Section C.

"**Tickets**" means any tickets advertised for purchase on the Site provided via email as an e-ticket.

"**Memberships**" mean passes valid for twelve (12) months from the date of your first visit advertised for purchase on the Site. "**Vouchers**" means any official discount we may offer from time to time.

Contracting entity

A purchase of Tickets, Memberships or Vouchers under this Section B is a contract for sale between you and the Charity, however if we sell you a Ticket for an event which is marked as a "special event" on our Site for which you will need a particular admission Ticket to attend and where the contracting entity is described as the Subsidiary (such events referred to as "**Special Events**"), then your contract is with the Subsidiary rather than the Charity. As part of the order process we will make clear whether the contracting entity is the Charity or the Subsidiary.

References to "we" in this Section B means the Charity, unless you have purchased a Ticket for a Special Event under Section B, in which case "we" refers to the Subsidiary.

PURCHASING TICKETS & MEMBERSHIPS

Selection and payment

Our Site allows visitors to buy Tickets to Compton Verney, to buy Memberships and to acquire and redeem Vouchers, using a secure online booking process. You may also call our telephone 01926 645516 from the UK or (+44)1926 645516 from outside the UK to do this over the phone or you may do this in person by using our booking office.

Before making a purchase, please carefully review your individual selection. Once you have confirmed your selection you will be required to provide payment details and any other information we reasonably require to complete a purchase (for example your email address).

Most major credit and debit cards are accepted (VISA, MasterCard, Solo, Electron, Delta and Maestro). Please note American Express and Diners Card are **NOT** accepted.

All prices are correct at the time of publishing. However, they are subject to change without prior notice. Prices confirmed in a Dispatch Confirmation will not be affected by such changes. For clarification of Ticket types, please note:

- All children are free to visit.
- An adult is aged 19 years and over.
- A carer – if you are visiting with someone that would be unable to visit without you.

Once a purchase has been confirmed by us we will send you a Dispatch Confirmation that confirms your order and provides a booking reference. Visitors are advised to check their Tickets upon receipt.

Group bookings

Online bookings are for a maximum of 14 visitors at a time. For groups of 15 or more visitors special rates apply. All such group enquiries for 15 or more visitors must contact groupbookings@comptonverney.org.uk or telephone 01926 645516 from the UK or (+44)1926 645516 from outside the UK. We will then take a 'provisional group reservation' which will only become a confirmed booking once full payment is received, which must be at least two weeks' before the date scheduled for attendance.

Refunds are at our discretion

You must ensure you have read all the pre-contract information presented on our Site before completing a purchase. Once we have received payment for your order, provided we have given the required pre-contract information before completing your purchase, Tickets and Memberships cannot be exchanged, refunded or returned (unless we have cancelled or moved the event location other than due to circumstances outside our control, or if we decide at our sole discretion to provide a refund or exchange in individual cases). If a change made by us (other than resulting from events outside our control) has the effect of reducing your Ticket's face value, then we may refund you the difference. No refunds will be made for unused Tickets or Memberships and the date cannot be extended.

No transfer

Tickets are not transferable and accordingly may not be sold or passed to any third party.

Ticket delivery

Tickets will be emailed to you as an online e-ticket once payment has been received. We will not send you physical Tickets except in relation to Membership cards which will be sent to the UK address you provide when signing up for Membership.

What you need to attend

For concession Tickets, appropriate identity may be requested on arrival. Please ensure that you bring complete and up to date identity on the day as you may be asked to pay the full price of admission if appropriate identity cannot be produced or our staff are not satisfied that the identity produced is appropriate for the concession type.

Please come with your Tickets or Membership cards ready to be scanned. Please ensure that you bring your booking reference with you. We reserve the right to refuse admission if the correct booking reference is not produced.

Visitors are reminded that for technical, operational or meteorological reasons, some facilities may be removed or closed or entertainment cancelled and/or altered at any time. We may change the programme of attractions, events and entertainment if at any time it is deemed necessary or appropriate to do so due to circumstances beyond our reasonable control. Except at our sole discretion, you shall not be entitled to refunds in relation to such changes. In such situations we will try to find another viable date to use your Ticket.

Admission Tickets do not entitle holders to entry to other specific events for which a Special Event Ticket is required and must be purchased separately either through the Site or the booking office. Such Special Events are listed on our Site.

We may refuse entry or admission to or remove from our site any visitor who:

- has behaved in a manner which, in our opinion has, or is likely to, adversely affect the enjoyment of other visitors;
- has used threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace;
- is or appears to be under the influence of drugs or alcohol.

Any individual or group refused entry or removed from the site for any of the reasons set out above will not be entitled to a refund of all or part of any monies already paid to us.

Car parking at our designated parking site is included in the price of any Tickets. Visitors are responsible for parking their own vehicles and are responsible for their own personal belongings.

MEMBERSHIP SPECIFIC TERMS

The Site allows you to purchase Memberships which are issued subject to the below additional terms and restrictions applicable specifically to Memberships. The different types of Memberships we make available, including the specific benefits applicable to each, plus any other restrictions that apply, are described further on our Site during the order process.

- Each Membership is valid for 12 months from the date of the first visit to Compton Verney and may only be used by the named visitor.
- Membership allows you to visit during our opening hours (as defined on our Site) but does not entitle you to attend Special Events for which specific Tickets are made available (unless otherwise specified).
- Members must check in at our welcome centre on arrival, by presenting your valid Membership card.
- Membership cards will be sent to you in accordance with the delivery costings and timings set out on our [Site](#).
- Membership cards and Memberships are non-transferable. If our staff reasonably suspects that the user of the pass is not the member, the pass may be withheld.
- We may close and/or alter all or any part of the facilities available for use by the public at any time whether for technical, operational, meteorological or other reasons that are out of our reasonable control. No refund of the Membership fee shall be given in these circumstances.
- Photocopies or pictures of the Membership cards will not be accepted.
- We are unable to accept Tesco Clubcard vouchers as payment for Membership.
- The types of Memberships made available from time to time are as described on our Site, however we aim to offer the following types of Membership:
 - Individual Membership for one named individual.
 - Joint Membership for two named adults living at the same address.
 - Individual + guest Membership for one named individual, plus a guest. This guest can be different on each visit, but the named individual as the member must remain the same.

VOUCHERS AND PROMOTIONAL CODES

The following terms apply specifically to discount Vouchers and other promotional codes we may offer from time to time.

On presentation of a valid Voucher or promotional code (as authenticated by us at our sole discretion) we may offer discounts or other promotional offers on the sale of Tickets, subject to these terms and subject to any terms that accompany the particular Voucher or promotional offer used.

- Tickets already purchased in advance without a discount having been applied cannot be used in conjunction with any Voucher, promotion, special offer or inclusive travel package.
- Vouchers entitle bearers to discounts on a standard admission Ticket to Compton Verney up to the value printed on the voucher. This means the discount applies to any full-price Ticket we sell (except for any kind of group visit Tickets or other discounted promotions or offers).
- Each Voucher can only be used once for a discount on a single Ticket. For further Tickets, additional Vouchers will be required.
- Vouchers can only be used at the Compton Verney admissions desk or via the Site (unless stated otherwise on the promotion) for the purchase of admissions Tickets.
- Vouchers have no monetary value and cannot be used in conjunction with any other offers, discounts or promotions, including group bookings or educational bookings.
- Vouchers remain the property of Compton Verney at all times.
- If a 2 for 1 offer is given the admission Ticket of lesser value is free.

- We may make Tickets available as prizes in official competitions. If you win a Ticket in this way, rather than purchasing one directly, then these terms apply to your attendance at Compton Verney as though you had purchased a Ticket.
- Offers and discounts cannot be used in conjunction with any other offer, Membership or group booking.
- Offers are valid for general admission only and not for special events or workshops unless otherwise stated.
- We may refuse to accept Vouchers which we deem to have been tampered with, duplicated, damaged or which otherwise are suspected to be fraudulent at our sole discretion.
- We are entitled to cancel Vouchers and promotional codes at any time, without prior notification.
- Vouchers are valid until the date stated on the Voucher.

SECTION C: PURCHASE OF PRODUCTS FROM THE ONLINE SHOP

The terms and conditions set out in this section apply to all purchases of Products made by you through the Site. You can use the contact details above to contact us and you can find everything else you need to know about us and our Products on our Site before you order. We will also confirm the key information to you in writing immediately before and after you order, either by email or via your online account.

Contracting entity

A purchase of Products under this Section C is a contract of sale between you and the Subsidiary (references to "we" in this Section C means the Subsidiary).

Selection and payment

This Site allows visitors to buy Products using a secure online booking process.

Before making a purchase, please carefully review your individual selection. Once you have confirmed your selection you will be required to provide payment details and any other information we reasonably require to complete a purchase (for example your email address).

We contact you to confirm we have received your order and then we contact you again to confirm we have accepted it and to confirm when we have dispatched the Product.

We charge you when we accept your order. Most major credit and debit cards are accepted (VISA, MasterCard, Solo, Electron, Delta and Maestro). Please note American Express and Diners Card are **NOT** accepted.

All prices are correct at the time of publishing. However, they are subject to change without prior notice. Prices confirmed in a Dispatch Confirmation will not be affected by such changes.

Once a purchase has been confirmed by us we will send you a Dispatch Confirmation that confirms your order and provides a booking reference.

Products

The Products means those goods listed for sale on the Site ("**Products**").

Specifications on the Site of the Products to be supplied by us are intended only to give a general description of the Products. A Product's true colour may not exactly match that shown on your device or its packaging may be slightly different.

We reserve the right to make any changes in the specification necessary to comply with any applicable legal requirements and to change the specification published on the Site provided that this does not materially affect the quality or performance of the Products.

We warrant that we have the right to supply all Products offered by us on the Site and that any Products purchased by you through our Site are of satisfactory quality and reasonably fit for all the purposes for which the Products are commonly supplied.

Availability and prices

We do not promise that Products are necessarily available, and all Products are offered for sale subject to availability. The price of the Products shall be the price listed on the Site on the date of your order (inclusive of VAT but exclusive of delivery charges which are payable by you).

We may reject orders, for example, because a Product is unexpectedly out of stock, because you are located outside our delivery areas, as stated on our website or because the Product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

All prices displayed on the Site are quoted in UK pounds sterling and must be paid in full, including delivery charges, except where discounts are offered as detailed on the Site.

Our Site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our Site may be incorrectly priced. 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 contact you for instructions before dispatching the Product, or reject your order as described above and notify you of such rejection.

We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

Delivery

The prices payable and timings estimated for delivery are as set out on the Site and presented during the order process. All Products will be delivered to the address that you indicate when you complete your order, provided we have received payment in full. Title to the Products will transfer to you once we have received payment in full.

Any times quoted for delivery are approximate only and time shall not be of the essence. We shall not be liable for any delay in delivery of the Products howsoever caused. If our supply of your Product is delayed by an event outside our control, we will contact you as soon as possible to let you know. If the delay is likely to be substantial you can contact us to end the contract and receive a refund for any Products you have paid for in advance, but not received, less reasonable costs we have already incurred.

We shall confirm each order in writing by sending you a printout of the order along with your Products.

Cancellation, returns and refunds

For most of our Products bought online, you have a legal right to change your mind about your purchase and to receive a refund of what you paid for it, excluding the delivery costs. This is subject to some conditions, as set out below. You cannot change your mind about an order if that order was for:

- Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- Products that are made to your specifications or are clearly personalised;
- Products which become mixed inseparably with other items after their delivery;
- digital Products, after you have started to download or stream these;
- services, once these have been completed; and
- sealed audio or sealed video recordings or sealed computer software, once these Products are unsealed after you receive them.

Deadline for changing your mind

If you change your mind about a Product you must let us know no later than 14 days after the day we deliver your Product. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.

How to let us know

To let us know you want to change your mind, contact us using our contact details above.

You have to return the Product (including any free gifts provided with it) at your own cost to us within 14 days of your telling us you have changed your mind.

How to return Products

In order to obtain a refund the Products must be returned to us at the following address:

*Retail Shop
Compton Verney House Charity
Compton Verney
Warwickshire
CV35 9HZ
Telephone: 01926 645500*

The Products can either be returned:

- in person in which case you will need your email receipt and the card you paid with; or
- by sending to the above address using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you do not do this and we do not receive the goods at all or within a reasonable time we will not refund you the price.

We do not refund any extra you have paid for express delivery or delivery at a particular time.

When and how we refund you

We refund you within 14 days of receiving the Products back from you (or receiving evidence you have sent them to us). We refund you by the method you used for payment. We do not charge a fee for the refund.

We may reduce your refund if you have used or damaged a Product. If you handle the Product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the Product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the Product, no refund may be due. If you contact our team they can advise you on whether we are likely to reduce your refund.

You have rights if there is something wrong with your Product

If you think there is something wrong with your Product, you must contact us to let us know. We honour our legal duty to provide you with Products that are as described to you on our Site and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

Summary of your key legal rights. 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 the Product is faulty, then you can get a refund.
- Up to six months: if the Product cannot be repaired or replaced, then you are entitled to a full refund, in most cases.
- Up to six years: if the Product does not last a reasonable length of time you may be entitled to some money back.

Where a Product is returned on the basis that it is faulty we will examine the returned Product and will confirm whether it is faulty and notify you of your refund via e-mail within the required period of time.

SECTION D: GENERAL LEGAL TERMS THAT APPLY TO YOUR CONTRACT WITH US

The following terms apply generally to your relationship with us ("us" meaning either the Charity or, if you have purchased a Special Event Ticket, the Subsidiary).

Your status

By placing an order through our Site, you warrant that:

- You are legally capable of entering into binding contracts;
- You are at least 18 years old; and
- You are resident in the United Kingdom.

How the contract is formed between you and us

When you click confirm the submission of your order on our Site, we will treat the order as an offer by you to make a purchase from us subject to these terms and conditions.

Please note that your order does not mean that your offer has automatically been accepted. All orders are subject to acceptance by us, and if we accept your offer, each order online will be confirmed by us. The contract between you and us which incorporates these terms and conditions will only be formed when we send you the Dispatch Confirmation.

The contract will relate only to those goods and services whose dispatch we have confirmed in the Dispatch Confirmation. Please check the Dispatch Confirmation carefully as we will not be obliged to supply any other goods or services which may have been part of your order. Any amendments to your order following our issue of the Dispatch Confirmation will be at our sole discretion.

We can end our contract with you

We can end our contract with you and claim any compensation due to us if:

- you do not make any payment to us when it is due and you still do not make payment within 30 days of our reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the goods or services, for example, your delivery address; or
- you do not, within a reasonable time, either allow us to deliver a Product to you or collect it from us.

Personal Data

We will process your personal data in accordance with data protection legislation. Any personal data that is provided to us in the course of any transaction with you shall be processed in accordance with our [Privacy Policy](#).

We do not compensate you for all losses caused by us or delivery of our Products and services

We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

- Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- Caused by a delaying event outside our control.
- Avoidable. Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

- A business loss. It relates to your use of a Product for the purposes of your trade, business, craft or profession.

Changes to these terms

These terms and conditions may be changed from time to time. Please review them regularly.

You will be subject to the terms and conditions in force at the time that you place an order with 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 already placed by you), or if we notify you of a change in the terms and conditions before we issue a Dispatch Confirmation (in which case we have the right to assume you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven days of receipt by you of the goods or services).

Comments, complaints and jurisdiction

If you have any comments or complaints to make about purchases made through our Site please let us know by contacting us at Retail Department, Compton Verney House Charity, Compton Verney, Warwickshire, CV35 9HZ or telephoning: 01926 645526 from the UK or +44 1926 645526 from outside the UK. Our team will do their best to resolve any problems you have with us or our Products as per our complaints policy.

If we cannot resolve a complaint together you can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying the applicable goods or services. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You can only transfer your contract with us to someone else if we agree to this. However, if we provide a guarantee in relation to any Products, you can transfer our guarantee to a new owner of the Product. We can require the new owner to prove you transferred the Product to them.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it later.