



GENERAL TERMS AND CONDITIONS OF THE FILEY BAY TODAY SHOP

1. SCOPE

These General Terms and Conditions (GTC) shall apply to all orders made via the web shop at www.fileybaytoday.co.uk (Filey Bay Today, Registered in England. Company Number: 09696424). The version of the GTC current at the time of order shall be applicable.

2. CONCLUSION OF AGREEMENT

The displaying of articles in the web shop does not constitute a contractually binding offer from Filey Bay Today but is only an invitation to place an order. You can find the minimum order value in the price table. You may only order articles in typical household quantities or in the maximum quantity indicated on the respective product detail page. If you click on the button "Buy now" you place a binding order for the articles contained in the shopping basket. We will send you an order confirmation by email immediately after receipt of your order. This does not constitute the conclusion of a purchase agreement. An agreement will only be concluded if we have expressly accepted your order or we have executed delivery to the corresponding extent. We will store the text of the purchase agreement (the content of your order as well as these GTC) and we will send it to you upon request. Filey Bay Today shall remain the owner of the goods until complete payment of the purchase price.

3. PRICES AND SHIPPING COSTS

The prices indicated in the web shop at the time of order shall be applicable. The prices indicated include the statutory value added tax. Shipping costs and other potential separate charges incurred depending on the payment method will be added. You can find the shipping costs and further charges in the price table.

4. TERMS OF PAYMENT

We reserve the right to not make certain types of payment available for individual orders. If costs accrue for the money transaction you will have to bear these costs.

5. DELIVERY AND TIME OF DELIVERY

You can see the time of delivery on the respective product detail page as well as in the order overview before placing your order.

6. LIABILITY AND WARRANTY

Filey Bay Today shall be liable without limitation for will full misconduct or gross negligence by Filey Bay Today, its legal representatives or vicarious agents. Filey Bay Today shall be liable for slightly negligent breaches of material contractual duties

(cardinal duties) for the foreseeable damage typical for this type of agreement. Material contractual duties are obligations, the breach of which jeopardizes the purpose of the agreement or the fulfilment of which is crucial for the proper performance of the agreement and on which a contracting party may normally rely. Filey Bay Today shall not be liable for any breach of obligations other than the ones stated in the preceding sentences.

The above limitations on liability shall not apply to injury to life, body or health, to a defect after assumption of a warranty for the condition of the product or to fraudulently concealed defects. Liability pursuant to the UK Product Liability Act shall remain unaffected.

To the extent that the liability of Filey Bay Today is excluded or limited, this shall also apply to the personal liability of representatives and vicarious agents of Filey Bay Today. Of course, you shall be entitled to statutory warranty rights.

7. RIGHT OF REVOCATION AND RETURNS

7.1 Right of Revocation and Exceptions

You may revoke your order pursuant to the statutory right of revocation without specifying any reason. For returns, we shall provide you with a return label available in the returns portal. You are not obliged to use such a return label.

Revocation Policy

Standard revocation policy for exercising your right of revocation regarding agreements for the purchase of goods

Right of Revocation

You have the right to revoke this agreement without providing grounds within fourteen days.

The revocation period is 14 days and starts to run from the date on which you, or a third party authorised by you, other than the carrier, has taken delivery of the goods. In order to exercise your rights of revocation, you must contact us at :-

Filey Bay Today Registered address: Flat 2 Fulford Court, 26 Brooklands, Filey, YO14 9BA

Inform us through an express declaration of your decision to revoke this agreement (e.g. a letter sent by post, telefax or email).

For adherence to the revocation term, it is sufficient that you send the notification regarding your exercising of your rights of revocation prior to the expiry of the revocation term.

Consequences of Revocation

In the event that you should revoke this agreement, we shall return all payments that we have received from you including delivery costs (excluding additional costs arising from you selecting a form of delivery other than the standard, low-cost delivery we offer), at the latest within fourteen days from the date that we receive your notification of revocation of this agreement. For this refund we shall utilize the same payment method that you used for the original transaction, unless any alternative method is

expressly agreed with you; under no circumstances will you be subjected to charges for this refund. We may refuse to execute the refund until we have received the returned goods, or until you have provided proof that you have returned the goods, whichever date is earlier.

You will have to return the goods to us without undue delay and no later than within fourteen days of the date on which you informed us of your revocation of the agreement. The deadline is deemed to have been met if you dispatch the goods before the expiry of the fourteen day period.

The immediate cost of returning the goods shall be borne by us. You shall only bear any loss of value to the goods if such a loss of value results from any handling of the goods other than that which is necessary to ascertain the nature and functioning of the goods.

7.2 Our Voluntary Take-back Guarantee

Without prejudice to your statutory right of revocation, we grant you a voluntary take-back guarantee extended to a total of 30 days for articles which are also subject to the statutory right of revocation. The prerequisite for the 30 day take-back guarantee is that you have worn/tried out the goods only for fitting, as in a retail shop, and that you return the goods completely, in their original state, intact and without damage, in the original retail packaging. Apart from that, the same conditions shall apply to the voluntary take-back guarantee as to the statutory right of revocation (see revocation policy above), extended to 30 days.

8. FREE ARTICLES

The ownership of free articles will only pass to you upon expiry of the revocation period and the voluntary take-back term (retention of title). If extras are linked to a minimum order value, the minimum order value shall refer to one order and must be reached by this single order even after exercising the statutory rights of revocation or the contractual return rights. If the purchase value of your order falls below the respective minimum order value by virtue of exercising a statutory right of revocation or a contractual return right, then the extra for this purchase must also be sent back with the return of the goods. In this case, an entitlement to other extras shall not arise.

9. FINAL PROVISIONS

These conditions as well as all purchase agreements concluded in accordance with these conditions shall be governed by UK Law without regard to the UN Convention on Contracts for the International Sale of Goods. If you as a private final consumer do not have a place of residence within the European Union, then the place of jurisdiction shall be our registered office. We thank you for the trust you have placed in us and for your interest in our company. Our customer service will be pleased to answer any questions you may have. We are looking forward to your order.

Filey Bay Today Publications CIC trading as Filey Bay Today.

Registered in England. Company Number: 09696424.

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