



Lasswade District Civic Society

Terms and conditions of sale (Services)

Definitions

Supplier means **[Lasswade District Civic Society]** that owns and operates **[Lasswadecivic.com]**

Terms and Conditions" means the terms and conditions for the provision of Services set out in this agreement and any special terms and conditions agreed in writing by the **LDCS**

Website means **Lasswadecivic.com**

Conditions

These Terms and Conditions shall NOT affect the Buyer's statutory rights as a Consumer.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be only be applicable if agreed in writing by the Supplier.

Any complaints should be addressed to the Supplier's address **[ADDRESS]**
Any special conditions applying to the provision of the Services are set out in the Schedule to this agreement.

These Terms and Conditions shall apply to all contracts for the provision of Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.

Price and payment

The price of the Services shall be that stipulated on the Website.

Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of the relevant Service until payment has been received.



Rights of supplier

The Supplier reserves the right to periodically update prices on the Website, and these prices cannot be guaranteed for any period of time.

The Supplier reserves the right to withdraw the Services from the Website at any time. The Supplier shall not be liable to anyone for withdrawing the Services from the Website or for refusing to process an order.

Performance

The Supplier shall perform the Services with reasonable skill and care. However, where applicable, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

The Supplier may have to suspend the Services for repair, maintenance or improvement. If so, the Supplier will restore them as quickly as is reasonably possible.

The Supplier may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice if the Buyer breaches any term of this agreement, and any payment due remains payable and, if already paid, will be non-refundable.

Limitation of liability

In the event of any breach of these Terms and Conditions by the Supplier the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Services and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever. Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier or that of the Supplier's agents or employees.

Waiver

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this agreement shall prejudice its rights to do so in the future.



Force Majeure

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire or failure of any communications, telecommunications or computer system, and the Supplier shall be entitled to a reasonable extension of its obligations.

Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

Changes to terms and conditions

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase. Any renewal of the Services will be subject to the Supplier's then current Terms and Conditions.

Governing law and jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the law of **Scotland** and the parties hereby submit to the exclusive jurisdiction of the **Scottish** courts.