

The Longbow Emporium Terms in Conditions in Short

A contractual offer and our acceptance of that offer is reasoned to occur when full payment has been made for the goods being ordered (except for the purchase of a bespoke bow or leather work) and upon us sending you a dispatch email indicating that your order has been fulfilled and is being sent to you.

Goods will only be despatched upon full payment via credit/debit card, cheque (which must be cleared), banker's draft or BACS payment (please contact us for bank details).

Delivery will be between 2-14 days for items that are not bespoke or custom made. We will contact you if there will be a delay in delivery. Please contact us if we have contacted you that we have despatched an item and you have not received them within 3 working days.

If an item is unavailable we will contact you with an expected delivery date. If this is not satisfactory we will refund the cost of the goods and delivery cost, or part of if a multiple order, via the same method of payment, as soon as possible, or within the statutory 30 days.

You have the rights to cancel within 7 days for any reason. If the contract is cancelled all delivery and return charges are the responsibility of the buyer. All cancellations **must be in writing** by email or post within 7 days and an agreement for the return of the goods back made by The Longbow Emporium. The unused and undamaged goods should be returned to us, along with a copy of your receipt and a note explaining the reason for the return and your choice of a refund or replacement.

Items that are bespoke or customised to your individual requirements (e.g. bespoke bows, leatherwork, arrows cut or made) will not be considered as a returnable item. These cannot be cancelled once the making of the order has commenced.

If the goods are faulty, please contact us within 7 days of receipt to organise the return and refund/replacement of the goods. The Longbow Emporium will be responsible for the costs of the returns and delivery of faulty goods returned within 7 days.

Goods may require a signature upon delivery. Please ensure that delivery addresses are entered correctly. The cost of returned item through non-delivery will be charged to the customer.

Your agreement to these terms and conditions are based on you continuing to use this website. If you do not wish to be bound to these terms and conditions, you should stop using this website immediately.

Full Terms and Conditions

Terms of website use

The Longbow Emporium is a partnership between Marc and Lesley Grady of Springwood, Dinmore, Hereford, HR1 3JP.

Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Definitions

‘We, us, our’ – The Longbow Emporium

‘You’ – the customer (person buying the goods or service)

‘Website’ – www.longbowemporium.co.uk

‘Goods, items, service’ – products and services that are made and/or sold by The Longbow Emporium.

1. Customers use of website

1.1 These T&C apply to all customers buying goods or acquiring a service. If goods are being ordered from outside of the UK, import and custom duties that may be incurred once the goods have reached their destination are the responsibility of the customer. The Longbow Emporium are not responsible for these charges. The Longbow Emporium recommends that you contact your local customs authority for details of charges and to check that your purchases are in full compliance with the laws of country of import.

1.2 Persons under the age of 18 should use this website only with the supervision of an adult. Payment details must be provided by or with the permission of an adult.

1.3 Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

1.4 Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. (This includes the intellectual properties of manufacturers named on the website). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

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 or the named manufacturers.

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

1.4 Use of Web Site Links

Links to the home page of this website <http://www.longbowemporium.co.uk> is permitted without permission of The Longbow Emporium. Links to other pages within the website require the written permission of The Longbow Emporium.

1.5 Links to other websites.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information. Links to websites does not indicate endorsement of the site by The Longbow Emporium.

2. Purchasing goods and services

2.1 A contractual offer and our acceptance of that offer is reasoned to occur when full payment has been made for the goods being order (except for the purchase of a bespoke bow) and upon us sending you a dispatch email indicating that your order has been fulfilled and is being sent to you.

2.2 When purchasing good and services from The Longbow Emporium website, it will be necessary to obtain certain personal information and payment information requested on the payment gateway and our website. Providing this information represents that you agree to:

Provide accurate and truthful information.

Obtain permission (if required) to complete the payment transaction.

Information held will be covered by our Privacy Policy.

3. Delivery and Charges

3.1 The Longbow Emporium will contact you via email when your order is being dispatched to you. The message will include the method of dispatch and the expected delivery date.

3.2 Delivery charges will be shown in the checkout area of the website.

3.3 Delivery charges are for England, Wales and parts of Scotland. Deliveries to Isle of Wight, the Isle of Man, The Scottish Isles, parts of Scotland, Northern Island and the Channel Islands, charges will be calculated and we will inform you of the costs before we send the goods so you may cancel the contract if you wish.

3.4 Goods will be sent to the address you specify on your order form. It is important that the details are accurate and that there is an understanding that a signature may be required. The Longbow Emporium has the right to choose the method of dispatch eg. Royal Mail, ParcelForce or courier.

3.5 Upon delivery, examine your goods prior to signing for them. If there appears to be any damage, you should sign your delivery note stating that the goods have been damaged and the nature of the damage. Any such damage must be reported to The Longbow Emporium within 4 days to arrange collection and return. The Longbow Emporium is responsible for paying shipping costs (subject to confirmation of the damage). Upon receipt of the returned damaged goods, the price of the goods paid by you will be refunded to you via the same method used for purchasing them.

3.6 Please contact The Longbow Emporium via enquires@longbowemporium.co.uk or 01568 797890 to make any arrangements for the return of goods.

4. Cancellation and Returns

Cancellation

4.1 Under the Distance Selling Regulations you have the legal right to cancel your order within seven days of receipt of your goods (with the exception of any made to order items such as leather work, bespoke bows and arrows. Please contact us). It is necessary for you to notify us by email or in writing within 7 days, if you wish to cancel your contract. You do not need to give us any reason for cancelling your contract but you will be required to pay for the outgoing delivery charges (see delivery – section 3).

4.2 If you have received the goods before you cancel your contract you must send the goods back in their original packaging and in an unused, re-saleable (as new) condition to our contact address at your own cost and risk as soon as possible.

4.3 If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

4.4 Once you have notified us by email or in writing that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order **provided that** the goods in question are returned by you and received by us in the condition they were in when delivered to you – **unused and in a re-saleable (as new) condition**. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

4.5 If any goods received do not match those that you ordered, you should contact The Longbow Emporium within 7 days to discuss the return and replacement/refund of the goods. Refunds and replacements will be issued upon the receipt of the returned goods (subject to them being in the original packaging and in re-saleable (as new) condition and the following terms and conditions).

4.6 We reserve the right to cancel the order between us if:

a. We do not deliver to your area;

b. We have insufficient stock to deliver the goods ordered;

c. The goods ordered were listed at an incorrect price due to typographical error or we have received an error in the pricing information from one of our manufacturers or suppliers.

If we do have to cancel an order or part order, we will notify you by email and will re-credit your account any amount that has been deducted by us as soon as possible but within a maximum of 30 days of the order being received and processed.

If an item is not available and a replacement is available, this will be discussed first with the customer, prior to dispatch.

Returns

At The Longbow Emporium we aim to produce and deliver goods of the highest quality. However, if goods do need to be returned, then the following conditions apply.

4.7 If the goods you have purchased and received are faulty, you should contact us within 7 days of receipt to arrange collection, return and refund or replacement. We will be responsible for paying shipment costs if the goods are found to be faulty. Goods must be returned in their original condition and with their original packaging. Upon receipt of the goods, the price of them and returns costs will be refunded to you (subject to confirmation of the fault).

4.8 Goods that develop faults within their warranty period will be subject to terms of that warranty.

4.9 Goods that are bespoke or custom made for the customer are only eligible for return and refund if the goods are faulty. The customer's statutory rights are unaffected.

5. Accuracy of content

5.1 The Longbow Emporium has taken every care that the information on this website fairly represents the description of the item and that the graphical representation of the item is accurate. Every effort will be made that the pricing of the goods and the delivery charges advertised are correct. However orders will only be accepted if there are no errors in the description of goods or the prices described on the website.

5.2 The Longbow Emporium reserves the right to change the prices, or to remove an item for sale, as necessary. If the prices change within the period of an order being placed and dispatched, you will be contacted prior to dispatch to confirm the completion of said order.

5.3 The prices shown are the website do not included postage and package.

6. Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

It may be necessary for our website to be unavailable in order to update product information or pricing. Disruption will be kept to a minimum.

7. Changes to legal notices

We reserve the right to change these terms and conditions. You will be bound by these terms and conditions from the first time you use the website following the changes, therefore, you are advised to check the terms and conditions regularly. If any changes made to the terms and conditions are made due to a change in a law, these changes will apply automatically to any orders that were made prior to the changes. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

8. Notices

All notices and communications from you to us must be in writing and sent either by post to Springwood, Dinmore , Hereford, HR1 3JP or via email enquiries@longbowemporium.co.uk. If sent by 1st class post, it will be believed that it has been received after 3 days of posting. If sent by email, it will be believed to have been received if sent prior 3pm on a business day or on the next working day if sent after 3pm, or at the weekend or on a Bank Holiday.

9. Law, jurisdiction and language

The terms and conditions of this website and the relationship between you and The Longbow Emporium are governed by and construed in accordance with the Law of England and Wales. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

9. Viruses, hacking and other offences

9.1 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 site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

9.2 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 site will cease immediately.

9.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

10. Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

11. Your concerns

If you have any concerns about material which appears on our site, please contact enquiries@longbowemporium.co.uk.

The Longbow Emporium reserves the right to exercise discretion with any returns under these Terms and Conditions.

Factors that may be taken into account, but are not restricted to, are:

Any use of the goods by you.

Any characteristics of the goods that may cause them to deteriorate or perish.

The Longbow Emporium Privacy Policy

The Longbow Emporium (“We”) are committed to protecting and respecting the privacy of anyone using our website.

This policy, along with the terms and conditions of the use of our website www.longbowemporium.co.uk, sets out the basis on which we use any personal data provided by you, the customer. This policy only applies to The Longbow Emporium. If you visit another site via a link from our website, you must refer to the Privacy Policy and The Terms and Conditions for that website.

DATA PROTECTION ACT 1998 (THE ACT)

The data controller is The Longbow Emporium, Springwood, Dinmore, Hereford, HR1 3JP.

Use and collection of personal data

You are able to visit our website without entering any data about yourself. If you wish to make an enquiry about or purchase a product or service, you will be asked to provide certain information about yourself e.g. contact details. This information will be held on a computer or as a hard copy. This information may be used to

- a.) Inform you of the progress of an order
- b.) Update you of new or improved products or services
- c.) For customer and product analysis to help us develop and improve our products and services.

Marketing

Occasionally we may use your data to send out information about The Longbow Emporium. You have the right at any time to refuse to have any such correspondence by contacting us at enquiries@longbowemporium.co.uk. We will immediately remove you from any correspondence lists.

We will not disclose your information to any third parties.

Cookies

“Cookies” contain information sent from a website to your browser which may be stored on your hard drive. They can speed up your search when returning to our website. You are able to empty your hard drive of cookies or adjust your browser for the length of time the cookies are stored. You can set your computer to refuse cookies; however, you may not be able to access all parts of our website if you choose to do this. Cookies do not contain confidential information such as names, credit card details. We do not exchange cookies with any third parties.

Security

At The Longbow Emporium, we take the security of your personal data very seriously and will take every step to protect it, however, we cannot guarantee the security of any data that you disclose online. We will not be responsible for any breach of security unless this is due to our negligence or wilful default.

Changes to our policy.

Any changes made to our privacy policy will appear on this page. If necessary, we will contact you via email of any changes. We do recommend that you check this page regularly to keep up to date with any changes.

Access to Information.

The Act gives you the right to access any information that we hold about you. A request for any information held should be made in writing, along with a £10 administration fee, to The Longbow Emporium, Springwood, Dinmore, Hereford, HR1 3JP.

YOUR WARRANTY – Bows and Staves

All the bows and staves are made using timber sourced from a specialist timber importer. Your bow or stave is thoroughly inspected before it is sent out. It is made using the utmost care and attention to detail in terms of both manufacture and selection of materials, however, as wood is a natural product even the level of care used cannot always identify some potential weaknesses.

Used with due care and respect, within the specified limits and following the advice supplied – Guidance Certificate - your bow should give years of trouble free shooting pleasure. It is important to remember that heat is lethal for laminations, so please do not keep it near a direct heat source or in a hot car for any length of time.

A decision to honour or revoke the warranty will be made by the bowyer following the inspection of the bow or stave. The Longbow Emporium will not replace any bow or stave that has been misused, abused or incorrectly used. A replacement bow or stave will not be sent out until the damaged bow or stave has been returned to The Longbow Emporium. Please call for advice on the returning of the bow or stave - 01568 797890.

The cost of shipping of the bow or stave is the sole responsibility of the customer.

Bows

Our finished bows are covered by our 12 months warranty.

Should your bow break or fail within 6 months, The Longbow Emporium will repair or replace it free of charge.

Should your bow break or fail within 6 to 12 months, The Longbow Emporium will repair or replace it at a cost of 50% of the original price.

It is not possible for The Longbow Emporium to upgrade or replace bows with an alternative draw weight or draw length, nor does The Longbow Emporium offer money back options regarding a warranty issue.

There is no warranty on Second hand bows.

There are no exceptions to the returns policy.

Staves

All unfinished staves are warranted for 90 days or until sanding and work begins by the new owner.

Should the stave delaminate within this period, The Longbow Emporium will repair or replace it free of charge.