

BACKGROUND:

These Terms of Sale set out the terms under which Paid Content is sold by Us to customers through this website, <https://whitespacehome.co.uk/> ("Our Site"). Please read these Terms of Sale carefully and ensure that You understand them before purchasing from Us. Your purchase will be bound by these Terms of Sale. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase of Paid Content;
"Data Protection Legislation"	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
"Consumer"	means an individual customer who purchases from Us a Paid Content which is to be received or used for their personal use and for purposes wholly or mainly outside the purposes of any business, trade, craft or profession;
"Paid Content"	means the digital content and physical products sold by Us through Our Site;
"Product"	means a physical item purchased from Us;
"Digital Content"	means a digital download provided in PDF format;
"Purchase Confirmation"	means Our acceptance and confirmation of Your purchase;
"You/Your"	means the Consumer or business making the purchase; and
"We"/"Us"/"Our"	means Sadie White T/A White Home Space

2. Information About Us

Our Site, <https://whitespacehome.co.uk/> is owned and operated by Sadie White T/A White Home Space, Heath Farm, Lopham Road, Kenninghall, Norwich, NR16 2DT.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is Your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to You in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Business Customers and Consumers

- 4.1 Some of our customers will be business customers. However in the event that you are a Consumer You will have the additional benefit of Parts 10, 11.1, 12, 13, 15, 19.3 and 19.4. For the avoidance of doubt business customers do not benefit for the additional Part mentioned herein.
- 4.2 These Terms of Sale constitute the entire agreement between Us and You with respect to Your purchase of a Paid Content from Us. You acknowledge that You have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

5. Products, Descriptions and Changes

- 5.1 We make all reasonable efforts to ensure that all descriptions and images on Our Site matches the actual Paid Content. However please note:
- 5.1.1 Images are for illustrative purposes only. There will be slight variations in colour between the images and Paid Content due to printing, differences in computer or device displays and lighting conditions;
- 5.1.2 Images or descriptions of packaging are for illustrative purposes only and the actual packaging will vary.

5.1.3 Due to the nature of our Products, there will be a variance of up to 15% in dimension, weight and capacity between the actual Product and the description.

- 5.2 Please note that Part 5.1 does not exclude Our responsibility for mistakes due to Our negligence. It refers only to minor variations in the Paid Content, not to different Paid Content. If you receive Paid Content that is not as described, please refer to Part 13.4.
- 5.3 Minor changes may be made to certain Paid Content from time to time. This may happen between you placing your Order and the Paid Content being made available to you. Minor changes may be made, for example, to reflect changes in relevant laws and regulatory requirements or to address particular technical or security issues. Minor changes will not change the main characteristics of the Paid Content and will not affect your use of the Paid Content.
- 5.4 As explained in the descriptions of the Paid Content, more significant changes may also be made from time to time. If We make such changes, We will inform you and you may contact Us to end the Contract before the changes are made. If you end the Contract for this reason, you will receive a refund for any Paid Content paid for but not received.

Digital Content

- 5.5 If you purchase Digital Content it will be made available to You immediately upon payment. When you place an order for Digital Content, you will be required to expressly acknowledge that you wish the Paid Content to be made available to you immediately. **You will also be required to expressly acknowledge that by accessing (e.g. downloading the Digital Content, you will lose your legal right to cancel if you change your mind (the “cooling-off period”).** Please see Part 11.1 for more information.

Digital Content and Free Content - the Licence granted

- 5.6 When you purchase Digital Content We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content for personal, non-commercial purposes. The licence granted to you does not give you any rights in Our Paid Content (including any material that We may licence from third parties).
- 5.7 The licence granted to you under sub-Parts 5.6 is subject to the following usage restrictions and/or permissions: You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 ‘Acts Permitted in relation to Copyright Works’).
- 5.8 **Affiliate links and commission** - Some of our Paid Content may contain affiliate links. This means that where you purchase, from a link inside Paid Content, we may receive financial compensation from a third party in respect of the same. This financial compensation is usually small in nature. We will only include links to affiliates/websites that we feel could be beneficial to you. However it remains your sole responsibility to ensure you are happy to be bound, before purchasing from or signing to any such link, by any third party affiliate terms and conditions. We accept no responsibility for anything purchased by means of an affiliate link.

6. Pricing, Payment and Availability

- 6.1 Payment must always be made in advance. Your chosen payment method will be charged when We process Your order and send You a purchase confirmation.
- 6.2 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 6.3 We accept payment by means of Stripe and/or WooPayments on Our Site.
- 6.4 If You believe that We have charged You an incorrect amount, please contact Us at sadie@whitespacehome.co.uk as soon as reasonably possible to let Us know.
- 6.5 We may from time to time change Our prices. Changes in price will not affect any purchases You have already made and will apply to any subsequent purchases.
- 6.6 Minor changes may, from time to time, be made to certain Paid Contents, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics, as detailed in the description, of the Paid Contents available and should not normally affect Your use of that Paid Content.
- 6.7 At present We are not VAT registered and our prices do not therefore include VAT. If we subsequently become VAT registered the amount of VAT payable, as applicable, in addition to the price listed on the description.

6.8 Delivery charges are not included in the price of Products shown on Our Site. These will be displayed once you have added items to the cart and will be in addition to the price of the Products.

7. Orders – How Contracts Are Formed

7.1 Our Site will guide you through the ordering process. Before submitting your order, you will be given the opportunity to review and amend it. Please ensure that you check your order carefully before submitting it.

7.2 If you provide Us with incorrect or incomplete information during the order process, please contact Us as soon as possible. Where any information is required, it will be stated on Our Site, either in the Paid Content descriptions or during the order process, as applicable.

If We cannot process your order due to incorrect or incomplete information, We will contact you to ask you to correct it or provide the missing information required. If you do not provide the required information within a reasonable period of Us asking for it, or if the information is inaccurate or incomplete, We may either end the Contract or charge you a reasonable sum as compensation for the extra work required as a result. We will not be responsible for supplying the affected Products late or for not supplying the affected Products if this is due to you not providing Us with the required information within a reasonable period of Us asking for it.

7.3 No part of Our Site constitutes a contractual offer capable of acceptance.

Your order constitutes a contractual offer. Our acceptance of that offer is indicated by Us sending you an order Confirmation by email or by you downloading the Digital Content, whichever is soonest. Thereafter there will be a legally binding Contract between Us.

7.4 Purchase Confirmations contain the following information:

7.4.1 Your Order Number;

7.4.2 Confirmation of the Paid Content ordered including full details of their main characteristics;

7.4.3 Fully itemised pricing for the Paid Content ordered including, where appropriate, taxes, delivery, and other additional charges;

7.5 In the unlikely event that We cannot accept your order, We will inform you in writing and explain why. No payment will be taken under normal circumstances. If We have taken payment, any such sums will be refunded.

8. How We Use Your Personal Information (Data Protection)

8.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and Your rights thereunder.

8.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy and Cookies Policy available via on Our Site.

9. Delivery of Products

9.1 All Products purchased through Our Site will normally be delivered within 14 calendar days after the date of Our Purchase Confirmation unless otherwise agreed or specified during the ordering process. The exception to 14 calendar days will be Products which are made to order or bespoke.

9.2 We will not be responsible for delays that are outside of our reasonable control. If delivery is delayed for such a reason, We will inform you as soon as possible and will take steps to minimise the impact of the delay.

9.3 If there is a risk of a substantial delay to delivery, you may contact Us to end the Contract and will be refunded any sums paid for Products that you have not received.

9.4 If you (or someone on your behalf) are not available at your address to take delivery of the Products and they cannot be posted through your letterbox, usually a note informing you of how to arrange for re-delivery or whether you can collect the Products from.

9.5 If you do not arrange to have the Products re-delivered or do not collect them, We will contact you to ask for further instructions. We may charge you for storage and for further delivery costs. If, despite Our reasonable efforts, We cannot contact you or cannot arrange for re-delivery or collection of the Products, We may end the Contract and issue you with a refund. We may deduct a reasonable sum in compensation for any net costs incurred by Us as a result.

- 9.6 In the unlikely event that We do not deliver the Products on time (within 30 calendar days of the Purchase Confirmation or as otherwise agreed or specified), you have certain legal rights. If any of the following apply, you may treat the Contract as being at an end immediately:
- 9.6.1 We have refused to deliver the Products;
 - 9.6.2 In light of all relevant circumstances, delivery within the specified or agreed time period was essential; or
 - 9.6.3 You told Us when ordering the Products that delivery within the specified or agreed time period was essential.
- 9.7 If you do not wish to cancel under Part 9.6, or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then treat the Contract as being at an end.
- 9.8 You may cancel all or part of your Order under Parts 9.6 or 9.7 provided that separating the Products in your Order would not significantly reduce their value.

Any sums that you have already paid for cancelled Products and their delivery will be refunded to you.

If any cancelled Products are delivered to you, you must return them to Us or arrange for their collection by means of post. We will cover the costs of postage where items are returned in the cooling-off period for Consumers. Please contact Us using the details provided above in Part 2 for a return label.

- 9.9 Responsibility for the Products passes to you once We have delivered the Products to the address you have provided or once you (or a carrier organised by you, if applicable) collect the Products from Us.
- 9.10 As explained in Part 9.2, We will not be responsible for delivering Products late or for not delivering Products if this is due to you not providing Us with required information within a reasonable period of Us asking for it.

10. Faulty, Damaged or Incorrect Products

- 10.1 This Part 10 provides a summary of your legal rights as a consumer. These rights may be subject to certain exceptions. For full details please refer to the [Citizens Advice website](#) or contact them on 0808 223 1133. Nothing in these Terms of Sale will affect your legal rights.
- 10.2 The Consumer Rights Act 2015 requires that Products must be as described, fit for purpose, and of satisfactory quality. During the expected lifespan of a product, your legal rights are as follows:
- 10.2.1 Beginning on the day that you receive the Products (and ownership of them) you have a 30 calendar day right to reject them and to receive a full refund if they do not conform as stated above.
 - 10.2.2 If you do not wish to reject the Products, or if the 30 calendar day rejection period has expired, you may request a repair of the Products or a replacement. We will cover any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund. If you request a repair or replacement during the 30 calendar day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Products. If less than 7 calendar days remain out of the original rejection period, the time remaining will be extended to 7 calendar days.
 - 10.2.3 If, after a repair or replacement, the Products still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time or without significant inconvenience to you), you may ask Us to attempt the repair or replacement again (you do not have to give Us multiple opportunities to do so if you do not want to), or you have the right either to keep the Products at a reduced price, or to reject them in exchange for a refund.
- 10.3 Please note that you will not be eligible to claim under this Part 10 if:
- 10.3.1 We informed you of the problem(s) with the Products before you purchased them or you had the opportunity to examine them before purchase and the problem(s) should have been obvious to you; or
 - 10.3.2 You have caused the problem(s) yourself, for example, through misuse or intentional or careless damage; or

10.3.3 You have purchased the Products for an unsuitable purpose that is neither obvious nor made known to Us and the problem(s) has/have resulted from your use of the Products for that purpose; or

10.3.4 The problem(s) is/are the result of normal wear and tear.

10.4 If there is a problem with the Products, please contact Us using the details provided above in Part 2.

10.5 If you exercise your legal right to reject the Products, you must return them to Us.

10.6 To return Products to Us for any reason under this Part 10, please post them to Us or return them in person. We will cover the costs of postage. Please contact Us using the details provided above in Part 3 for a return label.

11. Cancelling Your Order

Consumers

11.1 Subject to Parts 5.5. If You are a Consumer in the UK or European Union, by default You have a legal right to a "cooling-off" period within which You can cancel the Contract for any reason, including if You have changed Your mind, and receive a refund. **However where you purchase Digital Content it is being made immediately available to You, You hereby waive your right to the benefit of the cooling-off period. We therefore cannot offer any refunds and You will continue to have access to the Paid Content.**

Business Customers

11.2 You may cancel Your purchase at any time. We cannot offer any refunds and You will continue to have access to the Paid Content or Product.

12. Ending the Contract Because of Something We Have Done (or Will Do)

12.1 If availability of the Paid Content will be significantly delayed because of events outside of Our control, You may end the Contract immediately. See Part 16 for more information. If You end the Contract for this reason, We will issue You with a refund.

12.2 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.

12.3 If You wish to exercise Your right to cancel under this Part 12, You may inform Us of such via email to sadie@whitespacehome.co.uk You should provide us with Your name, address and email address.

12.4 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.

12.5 Refunds under this Part 12 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel. Refunds under this Part 12 will be made using the same payment method that You used when making Your purchase.

13. Our Liability to Consumers

13.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

13.2 We make no warranty or representation that the Paid Content is fit for commercial, business or industrial use of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

13.3 If, as a result of Our failure to exercise reasonable care and skill, any content (including but not limited to a Paid Content) from Our Site damages Your device or other content belonging to You, We will either repair the damage or pay You appropriate compensation. Please note that We will not be liable under this provision if:

13.3.1 We have informed You of the problem and provided a free update designed to fix it, but You have not applied the update; or

13.3.2 The damage has been caused by Your own failure to follow Our instructions; or

13.3.3 Your device does not meet any relevant minimum system requirements that We have made You aware of before You purchased the Digital Content.

- 13.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation, or for a Paid Content which is not as described, does not match information that We provided, not of satisfactory quality, or is not fit for any purpose made known to Us.
- 13.5 Nothing in these Terms of Sale seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 13.6 We will not be responsible or liable if You are unable to access any Paid Content due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control.

14. Our Liability to Business Customers

- 14.1 Subject to Sub-Parts 14.3, We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity or loss of anticipated savings, or for any indirect or consequential loss arising out of or in connection with any contract between You and Us.
- 14.2 Subject to Sub-Parts 14.3, Our total liability to You for all other losses arising out of or in connection with any contract between You and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sums paid by You in respect of the Paid Content purchased.
- 14.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or Sub-contractors), for fraud or fraudulent misrepresentation, or for any other matter in respect of which liability cannot be excluded or restricted by law.

15. Returning Products After Cancelling and Ending the Contracts

- 15.1 Subject to your right to partially cancel your Order under Part 9, if you cancel and end the Contract for any reason after Products have been dispatched or delivered to you, you must return the Products to Us. Please contact Us using the details provided above in Part 2 for a return label.
- 15.2 If you are exercising your right to change your mind under the cooling-off period as set out in Part 16, you must return the Products to Us no more than 14 calendar days after the day on which you informed Us that you wish to cancel.
- 15.3 We will cover the costs of returning the Products to Us in the following circumstances:
 - 15.3.1 The Products are faulty or misdescribed;
 - 15.3.2 You are cancelling and ending the Contract because of upcoming changes to these Terms of Sale that you do not agree to;
 - 15.3.3 You are cancelling and ending the Contract because of upcoming changes to the Products that you do not agree to;
 - 15.3.4 You are cancelling and ending the Contract because We have made an error in the price or description;
 - 15.3.5 You are cancelling and ending the Contract because there is a risk that delivery of the Products will be substantially delayed due to events outside of Our Control;
 - 15.3.6 You are cancelling and ending the Contract because you have a legal right to do so because We have done something wrong (including where We have not delivered the Products on time)
 - 15.3.7 You are exercising your right to change your mind under the cooling-off period.
- 15.4 In all other circumstances including where you are exercising your right to change your mind after the cooling-off period, you must cover the costs of returning the Products to Us.
- 15.5 If you are responsible for the costs of returning the Products to Us, the cost charged to you will only be the direct cost to Us of collecting the Products.

16. Events Outside of Our Control (Force Majeure)

- 16.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 16.2 If any event described under this Parts 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
 - 16.2.1 We will inform You as soon as is reasonably possible;

- 16.2.2 We will take all reasonable steps to minimise the delay;
- 16.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 16.2.4 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of the Paid Content as necessary;
- 16.2.5 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that You used when making Your purchase.
- 16.2.6 If an event outside of Our control occurs and You wish to cancel the Contract as a result, You may do so by contacting us via email at sadie@whitespacehome.co.uk You should provide us with Your name, address and email address.

17. Communication and Contact Details

If You wish to contact Us with general questions, complaints or feedback You may contact us by email at sadie@whitespacehome.co.uk or by post using our correspondence address detailed at Part 2.

18. Other Important Terms

- 18.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 18.2 You may not transfer (assign) Your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 18.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements.
- 18.7 We shall be entitled to perform any of the obligations through any other member of Our group or through suitably qualified and skilled sub-contractors.

19. Law and Jurisdiction

- 19.1 These Terms of Sale, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales.
- 19.2 If You are a business customer, any dispute, controversy, proceedings or claim between You and Us relating to these Terms of Sale, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England & Wales.
- 19.3 If You are a Consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in sub-Parts 19.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 19.4 If You are a Consumer, any dispute, controversy, proceedings or claim between You and Us relating to these Terms of Sale, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of either England, Wales, Scotland, or Northern Ireland, as determined by Your residency. In the event that You reside outside of the jurisdictions detailed within this sub-Parts the jurisdiction will be deemed to be England.