

**BACKGROUND:**

These Terms of Sale, set out the terms under which Products are sold and provided by Us through this website [www.avivit.uk](http://www.avivit.uk) ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Products from Our Site. You will be required to read and accept these Terms of Sale when ordering Products. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Products through Our Site. 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:

<b>"Contract"</b>	means a contract for the purchase and sale of AviVit Products, as explained in Clause 8;
<b>"Order"</b>	means your order for the Products;
<b>"Order Confirmation"</b>	means our acceptance and confirmation of your Order;
<b>"Services"</b>	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation)
<b>"We/Us/Our"</b>	means Lee-Woolf Ltd., a company registered in England under 1823193, whose trading address is PO Box 44, Woodstock. OX20 1WS.

**2. Information About Us**

2.1 Our Site, [www.avivit.uk](http://www.avivit.uk), is owned and operated by Lee-Woolf Ltd., a limited company registered in England in June 1984 under 1823193, whose address is PO Box 44, Woodstock. OX20 1WS. Our VAT number is 331 5903 76.

**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.
- 3.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

**4. Age Restrictions**

Consumers may only purchase Products through Our Site if they are at least 12 years of age.

**5. Services Location**

Our Services are available in the United Kingdom only. Customers from outside this area may order

Goods from Us by e-mail or phone..

## **6. Services, Pricing and Availability**

- 6.1 We make all reasonable efforts to ensure that all general descriptions of the Products available from Us correspond to the actual Products that will be provided to you.
- 6.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to variations of the correct Products, not to different Products altogether.
- 6.3 We neither represent nor warrant that all Products will be available at all times and cannot necessarily confirm availability until confirming your Order. Availability indications are provided on Our Site however, such indications may not take into account orders that have been placed by other customers during your visit to Our Site.
- 6.4 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. All pricing information is reviewed and updated monthly. Changes in price will not affect any Order that you have already placed (please note sub-Clause 7.8 regarding VAT, however).
- 6.5 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Products at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 3 days, We will treat your Order as cancelled and notify you of the same in writing.
- 6.6 In the event that the price of Products you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 6.7 All prices on Our Site include VAT where applicable. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

## **7. Orders – How Contracts Are Formed**

- 7.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend any errors. Please ensure that you have checked your Order carefully before submitting it.
- 7.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation from our website. Only once We have sent you an Order Confirmation will there be a legally binding contract between Us and you (“the Contract”).
- 7.3 Order Confirmations shall contain the following information:
  - 7.3.1 Confirmation of the Products ordered including full details of the main characteristics of those Products;
  - 7.3.2 Fully itemised pricing for the Products ordered including, where appropriate, taxes and other additional charges;
- 7.4 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 days.
- 7.5 You may change your Order at any time before We begin providing the Products, by contacting Us.

- 7.6 If you change your Order, We will confirm all agreed changes in writing.
- 7.7 If you change your mind, you may cancel your Order or the Contract before or after We begin providing the Services subject to these Terms of Sale. For details of your cancellation rights, please refer to Clauses 11 and 12.
- 7.8 We may cancel your Order at any time before We begin providing the Services in the following circumstances:
  - 7.8.1 The Product is not available.
  - 7.8.2 An event outside of Our control continues for more than 3 days (please refer to Clause 16 for events outside of Our control).
- 7.9 If We cancel your Order under sub-Clause 8.9 and We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 days. If We cancel your Order, you will be informed by email or telephone.
- 7.10 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Services unless you specifically request that We make a refund using a different method.

## **8. Payment**

- 8.1 Payment for the Products will be due at the point of sale
- 8.2 We accept the following methods of payment on Our Site:
  - 8.2.1 World Pay;
  - 8.2.2 PayPal;

The provisions of sub-Clause 9.4 will not apply if you have promptly contacted Us to dispute an invoice in good faith.

## **9. Provision of the Services**

- 9.1 As required by law, We will supply the Products with reasonable skill and care, consistent with best practices and standards, and in accordance with any information provided by Us about the Products and about Us. We will provide the Products within the dates shown when you make your Order. Please refer to Clauses 11 and 12 for more details on your cancellation rights. We will use all reasonable endeavours to provide the Products with reasonable skill and care, commensurate with best trade practice.
- 9.2 We will make every reasonable effort to provide the Products in a timely manner. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please refer to Clause 16 for events outside of Our control.
- 9.3 If you do not pay Us for the Products as required by Clause 9, We may suspend the supply until you have paid any and all outstanding sums due. If this happens, we will inform you by email or phone. This does not affect Our right to charge you interest on any overdue sums under sub-Clause 9.4.(wholesale orders only).

## **10. Your Legal Right to Cancel**

- 10.1 If you wish to exercise your right to cancel under this Clause 11, you must inform us immediately of your decision. Cancellation by email or by post is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:
  - 10.1.1 Telephone: 07831 849 036
  - 10.1.1 Email: philip@lee-woolf.co.uk
- 10.2 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services in the future, however please note that you are under no obligation to provide any details if you do not wish to.

## **11. Our Rights to Cancel**

- 11.1 For cancellations before we begin providing the Products, please refer to sub-Clause 8.9.
- 11.2 We may cancel the Products after We have begun providing them due to an Event outside of Our control that continues for more than 3 days (as under sub-Clause 16.2.4).
- 11.3 Refunds due will be issued to you within 7 days and in any event no later than 14 calendar days after the day on which We inform you of the cancellation. Refunds will be made using the same payment method you used when ordering the Services.

## **12. Problems with the Products and Your Legal Rights**

- 12.1 We always use reasonable endeavours to ensure that Our Products are of the highest standard. If, however, there is a problem with the Products please contact Us as soon as is reasonable possible via email to: - philip@lee-woolf.co.uk.
- 12.2 We will use reasonable endeavours to remedy problems with the Products as quickly as is reasonably possible and practical.
- 12.3 As a consumer, you have certain legal rights with respect to the purchase of products. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If the Products are not supplied in line with information that We have provided about them, you also have the right to return the products or request replacements.

## **13. Our Liability**

- 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 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 provide Products for use with domestic and commercial poultry. 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 Nothing in these Terms of Sale seeks to exclude or limit Our liability for death or personal injury caused by Our Products, or for fraud or fraudulent misrepresentation.
- 13.4 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.

## **14. Events Outside of Our Control (Force Majeure)**

- 14.1 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, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control
- 14.2 If any event described under this Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
  - 14.2.1 We will inform you as soon as is reasonably possible;
  - 14.2.2 Our 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;
  - 14.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, when products are available.

14.2.4 If the event outside of Our control continues for more than 7 days We may 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 no later than 14 calendar days after the date on which We inform you of the cancellation;

14.2.5 If an event outside of Our control occurs and continues for more than 7 days and you wish to cancel the Contract as a result, you may do so in any way you wish. If you would prefer to contact Us directly to cancel, please use the following details:

Telephone: 07831849036;

Email: philip@lee-woolf.co.uk;

In each case, providing Us with your name, address, email address, telephone number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel.

## **15. Communication and Contact Details**

15.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 07831 849 036, by email at philip@lee-woolf.co.uk, or by post at PO Box 44, Woodstock.OX20 1WS.

15.2 For matters relating to Our Services or your Order, please contact Us as above.

15.3 For matters relating to cancellations, please contact Us by email at philip@lee-woolf.co.uk.

## **16. Complaints and Feedback**

16.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

16.2 All complaints are handled in accordance with Our complaints handling policy and procedure.

16.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

16.3.1 In writing, addressed to Customer Services, Lee-Woolf Ltd, PO Box 44, Woodstock. OX20 1WS;

16.3.2 By email, addressed to AviVit Customer Services at philip@lee-woolf.co.uk;

## **17. How We Use Your Personal Information (Data Protection)**

17.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.

17.2 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 Policy.

## **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. If We change these Terms of Sale at any time. If you wish to cancel the Contract as a result, please refer to sub-Clause 12.4.

## **19. Law and Jurisdiction**

- 19.1 These Terms and Conditions, 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 consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 21.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 19.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.