

Terms and Conditions of Sale

This page, together with our Privacy Policy and Website Terms of Use informs you about us and the legal terms and conditions on which we sell the products listed on our website www.olfaco.uk ("our site") or when ordering over the phone.

These terms will apply to any contract between us for the sale of products to you. You should read these terms and conditions carefully before ordering products via our website or when ordering over the phone. We reserve the right to change these terms and conditions from time to time. The latest terms and conditions will be displayed on our website and we advise you to read through them each time that you use our site.

Please note that by clicking the "Order Now" button, you are confirming that you have read, understood and accept our Terms and Conditions of Sale or placing an order over the phone, are agreeing to be bound by these terms and confirm that you are over 18 years of age. Unfortunately, you will be unable to order products from us if you refuse to accept these terms and conditions.

Information about us

www.olfaco.uk is a site operated by Absolutely Shaw Limited ("we", "us" or "our"). We are registered in England 3191828 and with our registered office Eastgate Farm, 7 Skipsea Road, Beeford, East Yorkshire YO25 8AL. Our VAT number is GB 801 5932 50

Any queries about your order, our website or these terms and conditions should be directed to by phone on 07732 843425, by email at alshaw68@aol.com or sales@olfaco.uk or by writing to us at: Absolutely Shaw Ltd., Eastgate Farm, 7 Skipsea Road, Beeford, East Yorkshire YO25 8AL

1. Use of our site

Your use of our site is governed by our [Website Terms of Use](#) and you should take the time to familiarise yourself with these terms.

2. Your status

You may only place an order through our site or over the phone, if you are 18 years old and you are a 'consumer' (being an individual purchasing the products outside the course of his or her business or trade).

3. The Contract between you and us

You may choose to purchase goods from us by adding your product selection to your shopping cart. By pressing the "Order Now" button, you are submitting to us a binding offer to purchase the goods in your shopping bag. You may review and amend your order before you press the "Order Now" button and you should ensure that you have checked the order thoroughly before submitting it to us. Please note it is not possible to amend an order once it has been confirmed with us. You will receive an Order Confirmation from us via e-mail which will be sent to the email address of the account holder. This Order Confirmation email acknowledges that we have received your order but does not constitute our acceptance of the order.

PayPal payment will be taken at the time the order is placed.

All orders are subject to acceptance by us. We confirm such acceptance to you by sending you a Dispatch Confirmation note (the "Dispatch Confirmation") by e-mail when the goods are dispatched. The contract between us (the "Contract") will only be formed when we send you the Dispatch Confirmation, and the Contract will relate only to those products detailed in the Dispatch Confirmation.

If a product you have ordered is out of stock, we will send you an email informing you of this and will dispatch the items to you when they come back into stock. If we are unable to dispatch an item that you have ordered (for example, because the item has sold out and will not come back into stock, we will contact you to advise you of this. If you have already paid for the product (for example, if you have paid via PayPal), then you will be refunded for the goods ordered but not

dispatched as soon as possible. If we experience a problem with your payment authorisation, we may contact you to conduct additional security checks.

4. Price and Payment

The price of any products will be as quoted on our site, except in cases of obvious error.

The price of the products is stated inclusive of VAT (where this is applicable) but excludes delivery costs.

Such costs are borne by you and are separately stated in your shopping basket and added to the total amount due.

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

5. Returns, Exchanges and Refunds

All items should be returned to us, unused and unopened within 14 days of receipt. In addition for goods bought online, you have the right to cancel your contract under the Consumer Contracts Regulation Act 2013.

Nothing in these terms and conditions affects your legal rights as a consumer in respect of products which are faulty or not as described. Advice about your legal rights is available from the Citizens' Advice Bureau or Trading Standards.

Items may be returned to Absolutely Shaw Ltd by post (UK only). Except when returning faulty goods, returns outside of mainland UK are at your cost. In the case of faulty goods, we will also refund to you any reasonable costs of returning the product where these have been incurred, which for the avoidance of doubt will be at the prevailing Post Office rate of second class postage or local equivalent.

Items should be returned to us at Absolutely Shaw Ltd., Eastgate Farm, 7 Skipsea Road, Beeford, East Yorkshire YO25 8AL.

All items should be returned to us in the same condition in which they were received by you. Items should be returned with original packaging. All products are returned at your own risk. Please make sure that you obtain a 'proof of posting' from your Post Office or despatch agent.

We examine all goods returned to us and will process any refund to which you may be entitled as soon as possible. We will contact you as soon as possible if there is an issue with your return that may prevent or delay a return or exchange from being processed.

Refunds are usually processed using the same method originally used by you to pay for your purchase.

6. Right of Cancellation

In addition to our Returns policy, as a consumer you have a legal right to cancel a Contract with us for goods purchased online or by telephone under the Consumer Contracts Regulations 2013 ("CCR") during a specific time period. You have the right to cancel a Contract during the period that begins on the date of dispatch and ends 14 calendar days from the day after the day you receive the products. To exercise your statutory right of cancellation, you can contact us at Absolutely Shaw Ltd informing us of your decision to exercise your cancellation rights, and by providing us with your details including your name, address, contact number and email address.

If you cancel your Contract with us in this way, you should return the goods to us, in their original packaging wherever possible, within 14 days of informing us of your wish to cancel. Provided you return the full order to us in accordance with the above timescale and process, you will be entitled to a full refund including the cost of delivery at our standard delivery rate. If you return only some of the items from your original order, we will not be able to refund your delivery charge. We will process the refund as soon as possible, and no later than 14 calendar days from the date we receive the products back. If your order was cancelled before the goods were dispatched, we will process your refund within 14 days from receipt of your cancellation provided you have complied with the conditions set out in this Rights of Cancellation section.

If you return goods to us, we will not be responsible for any loss or damage to them during transit and we recommend that you use a recorded or secure delivery method. If goods are lost or damaged in transit, we may charge you, or not refund to you, amounts that are attributable to the loss or damage.

7. Risk, Title and Warranty

Ownership of the products will pass to you when we have received full payment for all sums due, including delivery charges, in respect of the products. The products will be at your risk from the time of delivery.

At the time of supply, any product purchased by you will be of satisfactory quality, free from material defects and reasonably fit for all the purposes for which products of the kind are commonly supplied. However, we are not liable for, and any warranties express or implied do not apply to, any defect in the product arising from fair wear and tear, failure by you to follow specific care instructions, wilful damage, abnormal storage, accident, negligence by you or any third party or any alteration or repair made by you or a third party.

Our liability for losses you suffer as a result of us breaching these terms and conditions is strictly limited to the purchase price of the goods you purchased from us. The above does not exclude or limit in any way our liability: (a) for death or personal injury caused by our negligence; (b) under section 2(3) of the Consumer Protection Act 1987 or for breach of the terms implied by sections 12 to 15 of the Sale of Goods Act 1979; (c) for fraud or fraudulent misrepresentation; or (d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

8. Delivery

Dates and times given are estimates only and although we will use reasonable efforts to fulfil your order within the estimated delivery times set out, we cannot guarantee this. Products will be delivered to the delivery address that you advised when placing your order. If you provide instructions to us or any third party used by us in relation to the delivery of your order, you are responsible for ensuring the appropriateness and accuracy of such instructions (for example, leaving with a neighbour or in an out-house) and we will not be liable for any loss or damage to the products incurred as a result of us carrying out your instructions. We reserve the right to deliver the goods to the account holder's address. Delivery will be complete when the products are delivered to the address you specified when placing your order, or in accordance with other instructions you have given us.

Goods ordered from our site for delivery to countries outside of the United Kingdom may be subject to import duties and taxes which will be levied when the products reach their delivery destination. Where goods are delivered to countries outside of the United Kingdom you will be responsible for payment of any such import duties and taxes and we have no control over these charges and are unable to predict their size. You should contact your local customs office for further information before placing your order. You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

9. Written Communications

Communications pertaining to orders made on our site or over the phone will be mainly through electronic means, including email. We may contact you by e-mail or provide you with information by posting notices on our website. You agree to these electronic means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. Notice may be given to you at either the e-mail address. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail - that such e-mail was sent to the specified e-mail address of the addressee.

All written notices given by you to us must be given to Absolutely Shaw Ltd, Eastgate Farm, 7 Skipsea Road, Beeford, East Yorkshire YO25 8AL

10. Events out of our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control. Such events may include, but are not limited to, strikes, industrial action; civil commotion, riot, invasion, actual or threatened terrorist attack, war, threat or preparation for war, fire, storm, flood, explosion, other natural disasters, or the impossibility of the use of public or private transport or telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government. Our performance under any Contract is deemed to be suspended for the period that the event outside our control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to find a solution by which our obligations under the Contract may be performed.

11. Other important terms

This contract is between you and us and no other person shall have any right to enforce and of its terms. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your

rights or obligations arising under it, without our prior written consent. We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the products).

12. Law and Jurisdiction

Any contracts entered into between you and us shall be governed by English law and any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

13. Personal Information

Where you have provided us with personal information we may use this information for various purposes, for example to update and enhance our customer records, carry out identity verification, credit or anti-fraud checks against your name using third party databases (which may involve disclosure to registered credit reference or fraud prevention agencies who may retain and use your personal information), carry out analysis and to help us manage our business, statutory returns and legal and regulatory compliance.

Our Privacy Policy contains full details of how your personal data may be used and any use of your personal information will be in accordance with our privacy policy. Please take the time to read this document as it contains important terms.