

Shop Terms and Conditions

Terms and Conditions for the Purchase of Products from this website (“Our Website”) Version 2 1 April 2016

Please read these Terms and Conditions carefully. They contain important information about your rights and obligations. You can print out these Terms and Conditions by clicking on the print icon on your browser.

1 Introduction

1.1 Please read these Terms and Conditions carefully before using the website operated by The Museum of Scottish Lighthouses (Scotland’s Lighthouse Museum Ltd) and having its headquarters at Kinnaird Head, Stevenson Road, Fraserburgh. In particular, we draw your attention to clauses 11 (Applicability of online materials) and 15 (Liability). By clicking on the ‘I Accept’ button at the bottom of these Terms and Conditions you agree to be legally bound by these Terms and Conditions as they may be modified and posted on Our Website from time to time.

1.2 If you do not wish to be bound by these Terms and Conditions then you may not use Our Website.

2 Nature of Our Website

2.1 Our Website is a place for you to select and order from a range of lighthouse related products (the “Products”). Our Website describes the Products in more detail.

2.2 Please note that Our Website is available only to individuals that can form legally binding contracts under applicable law. Although the contents of Our Website are aimed at users of all ages, you must be over eighteen (18) years to purchase the Products, using the payment method displayed on Our Website. If you do not qualify, please leave Our Website now.

3 Buying Products on Our Website

3.1 to order a product you will need to follow the ordering procedures. Details of our prices for the Products and the procedures for payment and delivery are displayed on Our Website.

3.2 Any times or dates stated on Our Website for delivery are estimates only. Museum of Scottish Lighthouses will make all reasonable effort to deliver goods within the time specified, but does not accept liability for any failure to deliver within that time.

3.3 You must pay by credit or debit card or through PayPal at the time of order. The price of any Product is the price in force at the date and time of your order. We may change the price of any Product before you place an order. We try to ensure that our prices displayed on Our Website are accurate but the price on your order will need to be validated by us as part of the acceptance procedure (see clause 3.4 below). We will inform you if a Product’s correct price is higher than that stated in your order and you may cancel the order and decide whether or not to order the product at the correct price. The prices are [inclusive] [exclusive] of delivery costs and applicable taxes.

3.4 The Museum of Scottish Lighthouses is entitled to refuse any order placed by you. If your order is accepted, we will confirm acceptance to you by online electronic means (“**Confirmation**”) to the email address you have given us on registration. The order will then be fulfilled by the date set out in the Confirmation or, if the Confirmation does not contain such a date, within thirty (30) days.

3.5 You undertake that all details you provide to us for the purpose of purchasing goods or

services which may be offered by us on Our Website will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any goods or services. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.

4 Delivery

4.1 All our Products are securely packaged and sent Second Class through Royal Mail within the UK and Air Mail for the rest of the world, or by such other class and carrier as we shall from time to time decide.

4.2 Products will be dispatched within 2-3 working days of receipt of your order, subject to availability.

4.3 If your goods are not received within 10 days of your order please contact us to ensure the correct details have been provided and your order has been dispatched. Please contact:

Retail Manager

Museum of Scottish Lighthouses

Kinnaird Head

Fraserburgh

AB43 9DU

Tel: 01346 511022

Email: retail@lighthousemuseum.org.uk

You should also check with your local Royal Mail office to ensure your goods are not being held for you.

5 Returns

5.1 You may return any Products you have purchased within thirty (30) days of delivery for any reason (including if you simply change your mind) as long as the Product remains in its original condition and with any packaging intact. To do so you must notify us in writing or other durable medium (including email) within those thirty (30) working days. Provided you have met the conditions for a refund, you will then be entitled to a refund from Museum of Scottish Lighthouses, which will be paid as soon as possible, but in any event within thirty (30) days. You must arrange for and pay the costs of returning the Products to Museum of Scottish Lighthouses. While in your possession, you must keep any Products you intend to return to us in the original condition.

5.2 If:

5.2.1 the Product delivered is not what you ordered (including any Substitute Products), or does not correspond with its description;

5.2.2 the Product delivered is not of a satisfactory quality; or

5.2.3 the Product is not fit for the purpose for which you have bought it and you notified Museum of Scottish Lighthouses of this purpose before purchase

Museum of Scottish Lighthouses will, at its option, deliver to you a replacement Product or refund to you the price paid and your reasonable costs of returning the Products.

5.3 If you have any complaints, you should direct them to us via email at the email address above or by post at the address above.

6 Modifications to website

6.1 we reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of Our Website or the content or services available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content, and/or the

sale of new Products shall be subject to these Terms and Conditions.

6.2 Please note that although we try to ensure that the content of Our Website is accurate, Our Website may contain typographical errors or other inaccuracies.

7 Data Protection

7.1 The Data Protection Act 1998 (DPA) establishes rights for individuals who disclose their personal information to any organisation for any purposes involving processing of that information. Any organisation which processes information about identifiable living individuals is a data controller for the purposes of the DPA; that is a person who determines the purposes for which and the manner in which any personal data are, or are to be, processed. A data controller is required by the DPA to ensure that the data subject has, is provided with, or has made readily available to him/her certain specified information, including the data controller's identity, the identity of any other person to whom the data controller may disclose the information, and the purpose or purposes for which the data are intended to be processed or disclosed.

7.2 The data controller in relation to Our Website is The Museum of Scottish lighthouses (Scotland's Lighthouse Museum Ltd).

7.3 We may share your details with a third party in order to fulfill your order. We will also disclose your details where it is required by law (for example to government and law enforcement agencies).

7.4 The purposes for which the personal data are intended to be processed are:

7.4.1 where you send an enquiry, comment or feedback by e-mail to an address identified on Our Website;

7.4.2 processing an order placed by you;

7.4.3 if you consent, to tell you about products that may be of interest to you.

8 Your Rights as a Data Subject

8.1 As a data subject, you have various rights under the DPA, including a right of access to any personal data being held about you by Museum of Scottish Lighthouses as data controller. Museum of Scottish Lighthouses will supply you with details of any personal data we are holding about you if you submit a "Subject Access Request" to:

The Manager

Museum of Scottish Lighthouses

Kinnaird Head

Fraserburgh

AB43 9DU

Tel: 01346 511022

Email: manager@lighthousemuseum.org.uk

8.2 If you submit a Subject Access Request and we do hold information about you, we will:

8.2.1 give you a description of it;

8.2.2 tell you why we are holding it;

8.2.3 tell you who it could be disclosed to; and

8.2.4 let you have a copy of the information in an intelligible form.

8.3 We may charge £10 for responding to Subject Access Requests and we will require you to prove your identity with 2 pieces of photographic identification (e.g. passport, driving license). To help us give you the information you want, we need you to tell us how you have been dealing with us and why you believe we hold information. We will then aim to complete your request within 40 days of us receiving sufficient information for us to locate your personal data.

8.4 We will use all reasonable efforts to supply, correct or delete personal information about you on our files as appropriate.

9 Information you provide to us

9.1 The following applies to any information you provide to us, for example during any registration or ordering process.

9.1.1 You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through Our Website by us, our partners, successors, associates, sub-contractors or other third parties.

9.1.2 If you obtain or choose to buy Products through Our Website, then we may collect information about your buying behaviour and if you send us personal correspondence such as emails or letters then we may collect this information into a file specific to you (together, the various purposes set out in this paragraph and in our privacy policy shall be known as the "Purposes"). All such information collected by us shall be referred to in these Terms and Conditions as "Personal Information".

9.1.3 You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read our privacy policy.

9.2 By accepting these Terms and Conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. If you would like to review or modify any part of your Personal Information then you should email us at manager@lighthousemuseum.org.uk

9.3 In addition, the following also applies to all messages, emails, bulletin boards, postings, ideas, suggestions, concepts or other material submitted by you to us ("Content"):

9.3.1 you must own or have the right to submit Content for publication on Our Website and all Content submitted by you must be legal, honest, decent and truthful and comply with all applicable laws, regulations, standards and/or codes of practice;

9.3.2 you must ensure that all Content submitted to us does not infringe the copyright, design, privacy, publicity, data protection, trade mark or any other rights of any third party, nor be obscene, abusive, threatening, libellous or defamatory of any person or be otherwise unlawful;

9.3.3 you must ensure that the Content does not advertise or otherwise solicit for funds or is a solicitation for goods or services; and

9.3.4 we have the right to monitor Content and may edit, reject or remove Content if we believe it does not comply with the above and, in particular, we reserve the right to block incoming emails and other Content if we believe that their content is or may be inappropriate or otherwise does not comply with the above.

9.4 You grant us a non-exclusive, irrevocable, royalty free, worldwide licence to publish all Content that you submit to us except any portion of the Content that is Personal Information. You have sole responsibility for the Content which you submit to us and you shall indemnify and shall keep us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, pure economic loss, loss of profits, business interruption and other pecuniary or consequential loss (including legal costs and expenses) suffered or incurred by us and arising directly or indirectly out of the publication of Content submitted by you to us.

9.5 You warrant and undertake that you will not use Our Website for any purpose that is illegal or prohibited by these Terms and Conditions, including without limitation the posting or transmitting of any libellous, defamatory, inflammatory or obscene material. If you breach these Terms and Conditions then your permission to use Our Website terminates immediately

without the necessity of any notice being given to you. We retain the right to deny access to any person who fails to comply with these Terms and Conditions.

10 Security

You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by you for use on Our Website. You may not share these with or transfer them to any third parties. You must notify Museum of Scottish Lighthouses immediately of any unauthorised use of them or any other breach of security regarding Our Website that comes to your attention.

11 Applicability of online materials

11.1 Unless otherwise specified all content and materials published on Our Website are presented solely for your private, personal and non-commercial use.

11.2 Our Website is controlled and operated by us from our offices in Scotland. Where content published on the website may be supplied by third parties, you understand that we do not control or endorse such content in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or offline) and the use of such content, except for content which relates directly to Products you purchase. You assume total responsibility and risk for your use of Our Website and use of all information contained within it.

11.3 We have used our best endeavours to ensure that Our Website complies with UK laws. However, we make no representations that the materials on Our Website are appropriate or available for use in locations outside the UK. Those who visit Our Website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of Our Website and/or viewing of it, or use of any material or content on Our Website or our services, or products offered through Our Website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use Our Website and you must exit immediately.

11.4 Museum of Scottish Lighthouses makes no representations and gives no warranties, express or implied that making the Products available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or regulations. Accordingly, if making the Products or any part of them available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Products are not offered for sale to you. You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to purchase the Products. Museum of Scottish Lighthouses accepts no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

12 Copyright and monitoring

The contents of Our Website are protected by international copyright laws and other intellectual property rights. The owner of these rights is Museum of Scottish Lighthouses, its affiliates or other third party licensors. All product and company names and logos mentioned in Our Website are the trade marks, service marks or trading names of their respective owners, including us. You may download material from Our Website for the sole purpose of placing an order with Museum of Scottish Lighthouses or using Our Website as a shopping

resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from Our Website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in order to complete any test or questionnaire.

13 Linked sites

Museum of Scottish Lighthouses make no representations whatsoever about any other websites which you may access through Our Website or which may link to Our Website. When you access any other website you understand that it is independent from Museum of Scottish Lighthouses and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that Museum of Scottish Lighthouses endorses or accepts any responsibility for the content, or the use of, such a website and Museum of Scottish Lighthouses shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

14 Availability of Our Website

We will try to make Our Website available but cannot guarantee that Our Website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of Our Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

15 Liability

15.1 We promise that for any Product you purchase from Our Website:

15.1.1 we have the right to sell the Product to you;

15.1.2 the Product will correspond with the description we have given to you; and

15.1.3 the Product will be of satisfactory quality.

Subject to this, however, Products are not sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing. We also promise that any service we provide to you will be provided with reasonable skill and care.

We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any products (including without limitation the Products), Our Website or any information or service provided through Our Website.

We will do our best to ensure that all materials and information published on Our Website are accurate, but please note that all content, materials and information on Our Website are provided on an 'as is' basis and you assume total responsibility and risk for your use of Our Website and use of all information contained within it.

15.2 We accept no liability for any indirect or consequential loss, pure economic loss or damage, or for any direct or indirect loss of data, profit, revenue or business in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of Our Website or its contents other than as a direct result of purchasing Products (which shall be subject to the exclusions and limitation of liability set out in these Terms and Conditions), we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of Museum of Scottish lighthouses or our servants, agents or any other person or entity.

15.3 If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product concerned. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation.

15.4 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use Our Website and is compatible with Our Website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from Our Website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

15.5 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

16 General

16.1 We may, but you may not, assign any rights and/or transfer, sub-contract or delegate any obligations under these Terms and Conditions, and/or charge or deal in any other manner with these Terms and Conditions or any of our respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause 16.1 shall be ineffective. These Terms and Conditions are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

16.2 We may alter these Terms and Conditions from time to time and post the new version on Our Website, following which all use of Our Website will be governed by that version. You must check the Terms and Conditions on the website regularly.

16.3 These Terms and Conditions together with the privacy policy, any order form and payment method instructions, if any, are the whole agreement between you and Museum of Scottish Lighthouses. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by Museum of Scottish Lighthouses or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these Terms and Conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Terms and Conditions, privacy policy, order form and payment method instructions.

16.4 If any provision or term of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other Terms and Conditions and shall be deemed to be deleted from them.

16.5 These Terms and Conditions and your use of Our Website are governed by Scottish law and you submit to the non-exclusive jurisdiction of the Scottish courts.

16.6 Except in respect of a payment obligation, neither you nor Museum of Scottish Lighthouses will be held liable for any failure to perform any obligation to the other due to causes beyond your or Museum of Scottish Lighthouses' respective reasonable control.

16.7 Failure or delay by either party enforcing an obligation or exercising a right under these Terms and Conditions does not constitute a waiver of that obligation or right.

16.8 These Terms and Conditions do not confer any rights on any person or party (other than you and/or us).

16.9 Our Terms and Conditions in relation to use of Our Website generally are available on our website.

17 Notices

17.1 All notices shall be given:

17.1.1 to us via email or by post at:

Manager

Museum of Scottish Lighthouses

Kinnaird Head

Fraserburgh

AB43 9DU

Tel: 01346 511022

Email: manager@lighthousemuseum.org.uk; or

17.1.2 to you at either the email or postal address you provide during any ordering process.

Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or three (3) days after the date of posting.

Please click on the 'I Accept' button to confirm your acceptance of these Terms and Conditions.