

DARTMOOR ZOO ENTERPRISES LIMITED

TERMS & CONDITIONS IN RESPECT OF THE SALE OF GOODS

These Terms and Conditions set out how the relationship between You and Dartmoor Zoo Enterprises Limited (**DZE**) will operate in regard to the purchase by You of the goods sold by DZE on the DZE part of the Dartmoor Zoological Society Website (the **Website**).

Please read these Terms and Conditions carefully.

You may have other rights granted by law and these Terms and Conditions do not affect such rights.

1 The Parties

- 1.1 Dartmoor Zoo Enterprises Limited is a registered company limited by shares registered in England (company number: 09362054) whose registered office is at Dartmoor Zoological Park, Sparkwell, Devon, PL7 5DG (**DZE**).
- 1.2 You can telephone DZE on 01752837645 and email us at zoobase@dartmoorzoo.co.uk. You can write to Dartmoor Zoo Enterprises Limited at Dartmoor Zoological Park, Sparkwell, Devon, PL7 5DG.
- 1.3 You are the other party to these Terms and Conditions and will enter Your identification details into the Order Form.

2 Definitions and Interpretation

- 2.1 In these Terms and Conditions the following words and phrases shall have the following meanings:

2018 Act	means the Data Protection Act 2018;
Carrier	means the organisation contract to deliver the Goods You have Ordered;
Conditions	means these terms and condition under which You agree to purchase the Goods;
Data Controller	shall have the same meaning as in the DPL;
Data Processor	shall have the same meaning as in the DPL;
Data Subject	shall have the same meaning as in the DPL;
DPL	means the 2018 Act and the GDPR;
GDPR	means EU Regulation 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation)

which has been directly imported into the law of England and Wales, Scotland and Northern Ireland (**UK Law**) by virtue of section 3 of the European Union (Withdrawal) Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendment Etc.) (EU Exit) Regulations 2019;

Goods	any ordered by You and sold by DZE from the Website;
Order	any Goods ordered by you from DZE;
Order Form	the electronic form available on the Website which can be used to Order the Goods;
Personal Data	shall have the same meaning as in the DPL;
Process	shall have the same meaning as in the DPL and Processed and Processing shall be construed accordingly.

- 2.2 All references to a statutory provision shall be construed as including references to:
- 2.2.1 any statutory modification, consolidation or re-enactment;
 - 2.2.2 all statutory instruments or orders made pursuant to it; and
 - 2.2.3 any statutory provision of which it is a modification, consolidation or re-enactment.
- 2.3 Except where the context otherwise requires:
- 2.3.1 words denoting the singular include the plural and vice versa;
 - 2.3.2 words denoting any gender include all genders;
 - 2.3.3 words denoting persons include firms and corporations and vice versa.
- 2.4 Unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause or a sub-clause of, or a Schedule to, these Terms and Conditions.
- 2.5 Clause headings are for ease of reference only and do not affect the construction of these Terms and Conditions.
- 2.6 Dartmoor Zoological Society (the **Charity**) is a charity and is only permitted to undertaking limited trading activities which relate directly to its charitable purposes. Any non-charitable activities are undertaken by DZE, this includes the operation of the Charity's shop. The Goods sold under these Terms and Conditions are sold by DZE and not the Charity.

3 Application of these Terms and Conditions

- 3.1 These Terms and Conditions shall apply to the exclusion of all other terms and conditions (including any terms or conditions which You purport to apply under any purchase order, confirmation of order, specification or other document) in respect of the sale of the Goods via the Website.
- 3.2 DZE reserves the right to change these Terms from time to time. Any such changes will take effect when posted on the Website and it is Your responsibility to read these Terms and Conditions on each occasion You use the Website and Your continued use of the Website shall signify Your acceptance to be bound by the latest Terms and Conditions.
- 3.3 Your use of the Website is also governed by these Terms and Conditions and legal notices on other areas of the Website such as the DZE Privacy Policy and security policy, which will, together with these Terms and Conditions govern Your use of the Website.
- 3.4 By proceeding with Your Order You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of DZE which is not set out in these Terms and Conditions.
- 3.5 These Terms and Conditions do not apply to weddings held at Dartmoor Zoo, which are subject to their own terms and conditions.

4 Contracting

- 4.1 The technical steps required for the contract between You and DZE to be made are as follows:
 - 4.1.1 You place the Order for Your products on the Website by entering the information in respect of the Goods You wish to order into the Order Form and pressing the confirm order button at the end of the checkout process.
 - 4.1.2 You will then be shown a copy of Your Order on the screen. If any part of it is incorrect, please amend Your Order.
 - 4.1.3 You will be guided through the process of placing an order by a series of simple instructions on the Website.
 - 4.1.4 DZE will send to You an Order acknowledgement email detailing the products You have ordered. This is not an order confirmation or order acceptance from DZE. You will then be able to make any amendments to the Order that you require.
 - 4.1.5 Order acceptance and the completion of the contract between You and DZE will take place on the despatch to You of the Products ordered unless DZE have notified You that DZE do not accept Your order, or You have cancelled it in accordance with the instructions on the Change Your Order page of the Website
- 4.2 DZE has taken every care in the preparation of the content of the Website, and in particular to ensure that:

- 4.2.1 prices quoted are correct at time of publishing; and
- 4.2.2 the Goods have been fairly described.
- 4.3 DZE may only accept Orders if there are no material errors in the description of the Goods or their prices as advertised on the Website.
- 4.4 Non-acceptance of an order may be a result of one of the following:
 - 4.4.1 one or more of the Goods You ordered being unavailable;
 - 4.4.2 DZE's inability to obtain authorisation of Your payment;
 - 4.4.3 the identification of a pricing or product description error;
 - 4.4.4 You not meeting the eligibility to order criteria set out in these Terms and Conditions.
- 4.5 The contract will be concluded in English.
- 4.6 The details of Your specific contract will not be filed by DZE. However if You wish to find out any information in respect of the order, please contact DZE using the information provided above.

5 Cancellation

- 5.1 Under the distance selling regulations You have the legal right to cancel Your Order from the time the contract is made until the expiry of the seventh working day following your receipt of the goods.
- 5.2 The right of cancellation referred to in 5.1 above shall not apply to the purchase of perishable items such as food; items such as swimwear that, by reason of their nature, cannot be returned; and special orders including those which may have been personalised in any way.

6 Description

- 6.1 The quality and description of the Goods shall be as set out in the Website.
- 6.2 All drawings, pictures, descriptive matter, specifications and advertising issued by DZE and any descriptions or illustrations contained in DZE's catalogues or brochures or on the Website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Conditions.
- 6.3 Please note that the colours of the Goods are as accurate as the Website allows. As the actual colours You see will depend on Your monitor, DZE cannot guarantee that Your monitor's display of any colour will accurately reflect the colour of the product on delivery.

7 Price and Payment

- 7.1 All prices are displayed on the Website in pounds sterling and are inclusive of VAT at the prevailing rate changed in the UK. The DZE VAT number is 03256155. The price for the Goods shall be exclusive of delivery and insurance, all of which amounts You shall pay in addition to the cost of the Goods.
- 7.2 At the current time we are not registered for VAT in the European Union and will not generally supply Goods to the EU unless separate arrangements can be made to account for EU VAT.
- 7.3 By submitting Your Order You are offering to buy the Goods at the prices set out in the Website.
- 7.4 The prices stated by DZE at the time it receives Your Order are the prices You pay except where DZE discovers an error in the price of the Goods You have ordered. In this event, DZE will inform You as soon as possible after receiving Your Order and give You the option of reconfirming Your Order at the correct price or canceling Your Order. If DZE are unable to contact You DZE will treat the Order as cancelled.
- 7.5 Payment is made through PayPal or Stripe. Either DZE or the Charity's name may appear on your bank statement.
- 7.6 All payments must be made at the time of placing the order, by credit card or via PayPal. DZE accepts Amex, MasterCard, Visa, Eurocard, Visa Delta, Solo and Maestro.
- 7.7 If DZE is unable to accept Your order for any reason then DZE shall, at its option, either not debit Your credit card or refund any money paid by You in respect of that Order.
- 7.8 Time for payment shall be of the essence. No payment shall be deemed to have been received until DZE has received cleared funds.

8 Delivery

- 8.1 DZE is able to deliver Your Goods to any address within the UK mainland and Northern Ireland. Delivery to other areas of the UK or other jurisdictions may be possible at DZE's sole discretion.
- 8.2 Selecting the delivery address:
- 8.2.1 When You have selected the Goods that You wish to purchase from us, the delivery address will default automatically to the billing address associated with Your payment card.
- 8.2.2 However, should You wish to send the Goods to an alternative address then You can enter this in the Order Form as You proceed through the checkout process. The alternative address can be either residential or business.
- 8.3 Please note that on delivery our Carriers may need to obtain a signature from You. If a signature is required, our carriers will not be able to deliver Goods without such signature.

- 8.4 DZE offers a standard delivery service which usually takes up to seven working days for Your goods to arrive, from receipt of Your Order. DZE makes every effort to deliver Goods within the estimated timescales, however delays are occasionally occur due to unforeseen factors. DZE shall not be liable for any delay or failure to deliver the Goods within the timescales set out in the Website (which are estimates only). The time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within twenty-eight (28) days of the Goods being confirmed as being in stock.
- 8.5 There is only one delivery charge per Order which is applied based on the size, weight, value and quantity of the Order. The quote provided on the website is inclusive of VAT at the prevailing rate charged for delivery within the mainland UK.
- 8.6 The costs of delivery to any other jurisdiction shall be at the prevailing market rate at the time the Goods are sent. Such costs shall be paid by You prior to the Order being delivered.
- 8.7 Ownership shall pass to You on delivery which shall take place when DZE or its agents transfer the Goods to the Carrier. Risk of loss or damage to the Goods shall pass to You at the time the Goods are delivered.
- 8.8 DZE shall not deliver the Goods until it has been paid in full for the Goods.
- 8.9 Subject to the other provisions of these Terms and Conditions, DZE shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by DZE's negligence).
- 8.10 If for any reason You fail to accept delivery of any of the Goods when they are ready for delivery, DZE shall be entitled to terminate the Order and refund any payment that has been made.
- 8.11 The quantity of any consignment of Goods as recorded by DZE upon despatch from DZE's place of business shall be conclusive evidence of the quantity received by You on delivery unless You can provide conclusive evidence proving the contrary.
- 8.12 DZE shall not be liable for any non-delivery of Goods (even if caused by DZE's negligence) unless You give written notice to DZE of the non-delivery within fourteen (14) days of the date when the Goods would in the ordinary course of events have been received.
- 8.13 Any liability of DZE for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time.

9 Complaints

- 9.1 DZE aims to deal with all complaints as effectively as possible. Our complaints handling procedure is designed to be fair, confidential, easy to use, speedy and informative. If You wish to make a complaint please contact us by mail, telephone or email at the telephone number, address and email address specified in Clause 1.2 above.
- 9.2 Please provide full details of the nature of Your complaint, including the products purchased, Your order number, Your name, address, daytime telephone number, email address and any

other information which You think will assist us in resolving Your problem as quickly as possible.

10 Returns

10.1 If You wish to return any Goods to DZE, or make an exchange of the Goods you may do so without affecting your statutory rights:

10.1.1 in respect of which you establish there is a fault within a reasonable time after delivery. Subject to confirmation of the fault, we will repair or replace the Goods or refund the price of the Goods at your option. If you request a refund, we will also refund the delivery charge;

10.1.2 for any reason you may do so within 30 days of the date of dispatch. We will refund the price of the product, providing it is in a saleable condition and is in its original, undamaged packaging. The delivery charge is non-refundable and unless otherwise agreed between us, you must pay for the costs of return of the Goods to us.

10.2 Please note that, unless faulty, we cannot exchange or accept a return of swimwear or underwear due to the nature of the Goods.

10.3 If you would like to return any Goods to us then you can do so by returning the Goods to DZE by using the returns label in attached to the delivery note or by requesting that the Goods are collected from You by telephoning the following number: 01752837645.

11 Limitation of liability

11.1 DZE's total liability for any breach of the terms of these Terms and Conditions shall be limited to the total amount paid to DZE under the terms of these Terms and Conditions.

11.2 The Charity is not part of the sale of any goods under these Terms and Conditions and shall have no liability to You or any other person under these Terms and Conditions.

11.3 The information contained in the material on this Website is only for information purposes. DZE has not provided any legal, financial, or other advice within the Website. The material in this Website does not constitute advice and You should not rely on any material in this Website to make (or refrain from making) any decision or take (or refrain from taking) any action.

11.4 DZE does not make any promises or warranties about the Goods. The Goods are sold in accordance with the manufacturer's specification, subject to any qualification or representation contained in the Website.

11.5 In the absence of any negligence other than breach of duty by DZE, Your use of any Goods other than in accordance with their operating manuals and/or instructions is entirely at your own risk.

- 11.6 DZE will take all reasonable precautions to keep the details of Your Order and payment secure, but, unless DZE are negligent, DZE cannot be held liable for any losses caused as a result of unauthorised access to information provided by You.
- 11.7 The Website provides web-links (and other contact details) to other websites that offer products, services and materials DZE think will be of interest to You. DZE has no control over such websites and resources and accepts no liability for any products, services, materials, or information contained on or available through linked websites or otherwise provided by any other company/organisation referred to on the Website. DZE provides these links for Your convenience only but does not necessarily endorse the material on these websites.
- 11.8 No linked websites are covered by this Agreement; therefore, You should check what terms cover the use of these websites before using them. Your visiting of any external websites via links from this Site is entirely at Your own risk. Where it is possible for You to transact through any linked website with a third party, such transactions shall be (and any rights and obligations shall arise) solely between You and the third party. Therefore, You should ensure that You carefully read the terms and conditions for the accessing and use of such websites and resources and, if You suffer losses as a result of accessing and/or using such third party websites and resources, You must claim against the third party and not DZE.
- 11.9 Unless otherwise specified, the materials on the Website are directed solely at those who access the Website from the United Kingdom. DZE makes no representation that any products or services referred to in the materials on the Website are appropriate for use, or available, in other locations. Those who choose to access the Website from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.
- 11.10 If either You or DZE are in breach of the arrangements under these Terms and Conditions, neither of us will be responsible for any losses that the other suffers as a result, except those losses which are a foreseeable consequence of the breach. Losses are foreseeable where they could be contemplated by both You and us at the time You place an Order.
- 11.11 DZE shall not have any liability to You in respect of any resale made by You of any of the Goods, or of any product incorporating any of the Goods.
- 11.12 Nothing in these conditions excludes or limits the liability of DZE:
- 11.12.1 for death or personal injury caused by DZE's negligence;
 - 11.12.2 under section 2(3), Consumer Rights Act 2015;
 - 11.12.3 for any matter which it would be illegal for DZE to exclude or attempt to exclude its liability; or
 - 11.12.4 for fraud or fraudulent misrepresentation.

12 Intellectual Property

- 12.1 You may only link to the Website with our prior written permission. DZE reserves the right to remove any links to its website that it deems are inappropriate without notice.

- 12.2 These terms and conditions do not grant any rights to You to use the names “Dartmoor Zoo”, “Dartmoor Zoological Society”, “Dartmoor Zoo Enterprises” or “We Bought a Zoo”.
- 12.3 All copyright and other intellectual property rights in the materials on the Website are owned by DZE unless otherwise indicated. Subject to Clause 12.5 below You may download, print or copy any material from the Website that You wish, provided it is for Your own personal, non-commercial use and You keep in place all original copyright notices or other intellectual property notices.
- 12.4 Subject to Clause 12.2 above, You may not copy, modify, alter, distribute, publish, sell or otherwise use any material on the Website in whole or in part, unless You have obtained the prior written consent of DZE.
- 12.5 You may not download any photographs from the Website without the prior written permission of DZE which may be withheld in its absolute discretion.
- 12.6 Any permission to download materials from the Website does not grant You permission to download any materials from any website which is linked to the Website in any way.

13 Assignment

- 13.1 DZE may assign the Conditions or any part of it to any person, firm or company.
- 13.2 You shall not be entitled to assign the Conditions or any part of it without the prior written consent of DZE.

14 Force majeure

- 14.1 DZE reserves the right to defer the date of delivery or to cancel the Conditions or reduce the volume of the Goods ordered by You (without liability to You) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of DZE including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of one hundred (100) days, You shall be entitled to give notice in writing to DZE to terminate the Conditions.

15 Data Protection

- 15.1 DZE and the Charity are Data Controllers in common in respect of the Personal Data which they collect. You are the Data Subject. The Charity undertakes the Processing of Personal Data on behalf of DZE and provides various services to DZE. DZE Processes the Personal Data submitted by You for the purposes set out in its Data Subject Information Statement for purchasers of goods, this also includes information on any Data Processors. Your Personal Data are Processed by DZE in respect of this agreement and to fulfil your order and this is permitted to allow DZE to fulfil this contract.

16 Privacy and Electronic Communications (EC Directive) Regulations 2003

- 16.1 By giving DZE Your email address DZE will be able to respond to the questions that You raise. If You would like to receive any other information from DZE or the Charity by electronic communication, please tick the relevant box in the Order Form.

17 Legal jurisdiction and dispute resolution

- 17.1 English law shall apply to these Terms and Conditions.
- 17.2 The parties irrevocably agree that the courts in England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

18 Disclaimers

- 18.1 DZE may not necessarily keep a copy of these Terms and Conditions and Your order. DZE advise You to print a copy of them for Your information in the future.

19 Waiver

- 19.1 No waiver by DZE of any breach of the terms of these Terms and Conditions by You shall be considered as a waiver of any subsequent breach of the same or any other provision.

20 Third Parties

- 20.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions. No person who is not a party to these Terms and Conditions (including any employee, officer, agent, representative or subcontractor of either party other than those named as a party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of these Terms and Conditions which expressly or by implication confers a benefit on that person without all our express prior agreement in writing which agreement must refer to this clause.