

Terms & Conditions

Please read these Terms & Conditions carefully before accessing or using our website. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services.

These terms and conditions are the contract between you and BFAM Crafts (“us”, “we”, etc). By visiting or using crafts.bfam.co.uk, you agree to be bound by them. Our affiliates, service providers may also impose additional terms and conditions to which your contract with them will be subject.

Definitions

“BFAM Crafts”, “we”, “us”	means all the hardware, software and personal responsible for the operations and safe use of crafts.bfam.co.uk
“Site”	In respect to operations within our domain and control refers to crafts.bfam.co.uk
“Member”, “Customer”	Someone who has provided personal identifiable information about themselves by creating an account or opting into specific services.
“Guest”	Someone who has provided the minimum amount of information required to utilise a function of the system for which data is only stored for the minimum practicable period required to fulfil the requirement.
“Content”	means the textual, visual or aural content that is encountered as part of your experience on crafts.bfam.co.uk . It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by members.
“Post”	means any upload, content or material visible on the site by members, guests or us be it moderated or unmoderated.
“Product”	means any item offered for sale on this site
“Service”	means any service we provide directly and in the case of a third party or an affiliation these will identifiable and indicated appropriately.

Our Contract

- To enter into an agreement you must be of an age that is legally able to enter into a binding contract.(Currently 18yrs old for the U.K.)
If in doubt please contact us before entering into the agreement.
- These terms and conditions regulate the business relationship between you and us.
- If you use this website, you do so in accordance with these terms.
If you are unable to accept these terms , your only remedy is to leave the website.
- We may change this agreement in any way at any time.
 - For users that have setup an account with us, you will be notified via email when a change occurs.
 - For Guests and general browsers it is your responsibility to ensure you keep yourself up to date.
- We reserve the right to refuse Service to anyone for any reason at anytime.

Your account and personal information

- Upon any visit to the site, you accept responsibility for all things undertaken by any person in your name or under you account and password.
All members should ensure that any account details are kept private and secure and not disclosed to others.
NO representative associated with BFAM Crafts will ever ask for your password.
Should you believe that your password has been compromised or known to have become available to anyone else or utilised in an unauthorised manner to should be changed via your account management page or reported to us at support@crafts.bfam.co.uk so we take appropriate action.
- You agree that you will provide complete, accurate and up to date information about yourself . We are not responsible for any error made as a result of such information being inaccurate.
- You agree to keep your account information up to date or to notify us of any information immediately of it occurs. Failure tp do so may result in termination of your account.

The buying procedure

- Prices indicated on the site are inclusive of V.A.T. unless otherwise indicated.
- Whilst we only distribute to mainland U.K. we are not responsible for interventions by any governmental authority. which may incur additional delay, taxes or impounding beyond our control.
- Once you enter and or complete the checkout of products you have entered into a legally binding contract to fulfil your payment for products/services whilst retaining your statutory rights under U.K. law.
- All product prices on the site are published as G.B.P. unless otherwise stated and total price upon checkout will be displayed and based on those readily available to us at the time. We are not responsible for additional conversion charges applied by you own financial institutions.
- We do not hold any credit card information related to accounts or persons other than transactional information.

All transactions are made securely by reputable payment gateways such as Stripe, Google Pay, Apple Pay, PayPal and it is your responsibility to adhere to any policies and procedures that they have on place and the information you provide us is comparable to theirs. Further information and polices can be found at their websites.

Our Promise to You

- If we fail to supply or produce an item you have paid for or which is substantially different from which was ordered , we will communicate and do our best to work with you promptly and diligently to resolve the dispute.
(Please note: Our preferred method of initial contact is via email: support@crafts.bfam.co.uk)
- You still retain your statutory rights and can create a formal dispute with your card issuer or our payment gateway providers.
- All personal information provided to ourselves will be handled and cared for as per legislation and also inline with our privacy policy.

All postings, processing, disputes, correspondence etc. are subject to truthful and accurate information being provided and where falsities are suspected we will us our discretion and notify third parties and or law enforcement as required.

Personal Information

- You understand and agree that you alone are responsible for and supply to us especially in regards to keeping it up to date. [Alterations, amendments and deletion may be found here] or alternatively by contacting us
- So far as you submit information for publication, must be accurate and complete. It must not include information which might enable a user to contact you directly, such as a telephone number, email address, name or street address.
- By utilising the site and providing contact details we may notify you of maintenance. security or important information for which we deal relevant.
- Canceling of accounts and deleting of personal information will be handled as laid out in our privacy policy.
- Our privacy policy sets out how we will discard or delete your personal information upon request and inline with current legislation.

How we handle your Content

In the first instance we are not responsible for Posts, Comments, Reviews left by Members and or Guests of this site who wish to express positive or negative opinions and reviews.

- Published content may well be visible worldwide outside of our control and as the publisher you accept full responsibility for the audience for which it is distributed.
- Where ever possible BFAM Crafts will through third parties endeavour to identify suspect poses and hold them for remediation.
 - Remediation will only take place with the cooperation of the initial submitter
 - BFAM Crafts will not attempt to elevate reasonable evaluations, but express that they are presented in a reasonable manner.
 - BFAM Crafts will endeavour to publish a responses with cooperation, however if this is not forthcoming then a retracted version of the original may be published accompanied with an explanation. Please be aware we will only be responsible for our own comments.

if you notice anything potentially offensive, discriminatory or any that raises any other concerns please contact us immediately supply@crafts.bfam.co.uk so we may suspend and evaluate the post

Content Restrictions

We invite you to Post Content on BFAM Crafts in several ways and for different purposes, however we do have to protect our business, staff and all users of the site and also comply with the law.

These provisions apply to all users of the site.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously and if we believe Content Posted breaches the law we shall report and fully co-operate with any law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to Post Content or undertake any activity which is or may:

- be unlawful or tend to incite another person to commit a crime;
- consist in commercial audio, video or music files;
- be obscene, offensive, threatening, violent, malicious or defamatory;
- be sexually explicit or pornographic;
- promote discrimination or animosity to any person on grounds of gender, race, religion, nationality, disability, sexual orientation or age;
- be likely to harass, intimidate, bully, upset, embarrass, alarm, annoy any other person;
- be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
- be made on behalf of some other person, or impersonate another person;
- use a Posting to solicit responses unconnected with the purpose of BFAM Crafts or the terms proposed by this agreement;
- request or collect passwords or other personal information from another user without their permission, nor Post any unnecessary personal information about yourself;
- be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;

- facilitate the provision of unauthorised copies of another person's copyright work;
- link to any of the material specified in this paragraph;
- promote or endorse illegal activities, or provide instructions or information about illegal activities or other activities prohibited by these terms. (Examples are: making or buying illegal weapons, stalking; providing computer viruses or distributing pirated media);
- use distribution lists that include people who have not given specific permission to be included in such distribution process;
- consist in posting excessive or repeated off-topic messages;
- send age-inappropriate communications or Content to anyone under the age of 18;

Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- any personal information including your name, contact details and addresses;
- hyperlinks, other than those specifically authorised by us;
- keywords or words repeated, which are irrelevant to the Content Posted;
- the name, logo or trademark of any organisation other than yours;
- inaccurate, false, or misleading information;
- material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18 years old;

Removal of offensive content

For the avoidance of doubt, this paragraph is addressed to any person who interacts with BFAM Crafts for any purpose.

We are under no obligation to monitor or record the activity of any user of BFAM Crafts for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.

If you are offended by any Content, the following procedure applies:

- your claim or complaint must be submitted to us using the contact us form available on BFAM Crafts, or via post or email containing the same information as that requested in our form.
- we shall remove the offending Content as soon as we are reasonably able;
- after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
- we may re-instate the Content about which you have complained or we may not;
- In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit;
- you now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

Copyright or Other Intellectual Property Rights

- All Content on the site, for example page text, graphics, logos, images, audio clips, data compilations, and software, is the property of either us or our affiliates or suppliers. It is all protected by international copyright laws.
- Downloadable products may also be subject to additional publishing or distribution rights which will be clearly stated at point of purchase and also must be adhered to.
- You may not copy, or in any way exploit any of the Content, except as is expressly permitted in this agreement or with our written consent. You should also note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

Interruption to Service and or Functionality

We endeavour to ensure that our services and systems are satisfactory, fit and safe to use by ensuring everything is up to date. This requires us to regularly maintain the site and apply updates and security fixes.

Wherever possible we monitor the quality of our systems and if possible services provided to us by others and provide sufficient notice to our users of any planned interruptions. However:

- it may be necessary for us to suspend all or part of the BFAM Crafts Service for repairs, maintenance, security or other reasons for which we may do without telling you first.
- you acknowledge that BFAM Crafts Service or Functionality may also be interrupted for reasons beyond our control.
- you agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our BFAM Crafts Service.

Our Disclaimers

- BFAM Crafts may contain links to other Internet web sites. We have neither power nor control over any such web site. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked web site, nor for any loss or damage arising from your use of any such web site.
- Nothing in these terms shall limit our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence or the negligence of our agents or employees.
You agree not to hold us responsible for things other users post or do.
- We are not liable in any circumstances for special, indirect or consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of BFAM Crafts.
- The BFAM Crafts website and BFAM Crafts Services are provided “as is”. We make no representation or warranty of any kind, express or implied, including, without limitation, any warranty that either of them will be:
 - of satisfactory quality;
 - fit for a particular purpose;
 - available or accessible, without interruption, or without error;

Miscellaneous

- No amendment or variation to this agreement is valid unless in writing, signed by each of us or by our respective authorised representative.
- If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be

binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- For the purposes of the Data Protection Act 1998 you consent to the processing of your personal data (in manual, electronic or any other form) relevant to this agreement, by us [and/or any agent or third party nominated by us] [and bound by a duty of confidentiality]. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country in any part of the World.
- If you are in breach of any term of this agreement, we may:
 - publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication;
 - terminate your account and refuse access to BFAM Crafts;
 - remove or edit Content, or cancel any order at our discretion;
 - issue a claim in any court.
- Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- When you visit BFAM Crafts or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on BFAM Crafts. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing
- Any communication to be served on either of us by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail. It shall be deemed to have been delivered:
 - if delivered by hand: on the day of delivery;
 - if sent by post to the correct address: within 72 hours of posting;
 - If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender. [Take care before agreeing to accept service by e-mail. It may be convenient, but you could miss or accidentally delete the message]

- In the event of a dispute between us, then, if we so ask, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control, [including any labour dispute].
- In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- The validity, construction and performance of this agreement shall be governed by the laws of [England and Wales / Scotland / Northern Ireland] and you agree that any dispute arising from it shall be litigated only in [England and Wales / Scotland / Northern Ireland].

Further Information

If you require any further information or have any questions or queries please contact us via email: support@crafts.bfam.co.uk or via our [contact us](#) page.