



We are so delighted you have decided to place an order with us! Please read the following important terms and conditions before you buy anything on our website.

Summary of some of your key rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your products, in most cases, you can change your mind and get a full refund – see the section on the 'Cooling Off Period' below but **please note that once you have started streaming or downloading the product you will lose your right to cancel.**

The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'We', 'us' or 'our' means Rudra Devi Ltd.
- 'You' or 'your' means the person using our site to buy products from us.

If you would like to talk to us about any aspect of this contract, please contact us by:

email at hello@kirsty-bortoft.com

Who are we?

We are a limited company with company number 10728240 and with its registered office at 6 Park Road, Scarborough, North Yorkshire, England, YO12 4AH.

1 Introduction

1.1 If you buy products on our site you agree to be legally bound by this contract.

1.2 When buying any products you also agree to be legally bound by:

1.2.1 our website terms and conditions and any documents referred to in them;

1.2.2 specific terms which apply to certain products. If you want to see these specific terms, please visit the relevant webpage for the products.

The above documents form part of this contract as though set out in full here.

2 Your privacy and personal information

2.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our **Privacy Policy**, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

2.2 Our Privacy Policy is available here www.kirsty-bortoft.com.

3 Ordering products from us

3.1 Below, we set out how a legally binding contract between you and us is made.

3.2 You place an order on the site by filling in our order form and clicking on the 'buy now' button.

3.2.1 When you place your order at the end of the online checkout process by clicking on the pay now button, we will acknowledge it by email. This acknowledgement does mean that your order has been accepted, see below.

3.2.2 We may contact you to say that we do not accept your order. This is typically for the following reasons:

- (a) the products are unavailable;
- (b) we cannot authorise your payment; or
- (c) there has been a mistake on the pricing or description of the products.

3.2.3 We will only accept your order when we email you to confirm this or deliver the products, whichever happens earlier. At this point a legally binding contract will be in place between you and us.

3.3 [If you are under the age of 18 you may not buy any products from the site.]

4 Right to cancel this contract.

4.1 If you change your mind about your purchase of digital products made from our website, you may be able to cancel your order and request a refund, however, your right to do so will depend on whether you have begun downloading or streaming the content.

- 4.2 You may not cancel your purchase of digital products once you have started downloading or streaming them unless the content is faulty.
- 4.3 If you are a consumer and you have **not** started to download or stream the products you have the right to cancel this contract within 14 days of placing your order without giving any reason.
- 4.4 The cancellation period will expire 14 days after the date you placed your order.
- 4.5 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear written statement (eg a letter sent by post or email).
- 4.6 To meet the cancellation deadline, you need to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

5 Effects of cancellation

- 5.1 If you cancel this contract, we will reimburse you all payments received from you.
- 5.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 5.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

6 Delivery

- 6.1 If the product is a one-off purchase of digital content, we will make the digital content available for download by you as soon as we accept your order.
- 6.2 If the product is to be delivered in instalments we shall supply the digital content to you as specified in the product description.
- 6.3 If something happens which:
 - 6.3.1 is outside of our control; and
 - 6.3.2 affects the estimated date of delivery;

we will let you have a revised estimated date for delivery of the products.

- 6.4 Unless you and we agree otherwise, if we cannot deliver your products within 30 days, we will:
 - 6.4.1 let you know;
 - 6.4.2 cancel your order; and
 - 6.4.3 give you a refund.

7 Payment

- 7.1 We accept payment by Stripe and any other method of payment you agree with us.

7.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the products is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

7.3 The price of the products includes VAT at the applicable rate.

8 Nature of the products

8.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the products:

8.1.1 are of satisfactory quality;

8.1.2 are fit for purpose;

8.1.3 match the description.

8.2 We may discontinue or modify products at any time without prior notice.

9 Faulty products

9.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from suppliers of products, you can find out more from Citizens Advice on their website www.citizensadvice.uk or call them on 03454 04 05 06.

9.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015. You may also have other rights under common law.

9.3 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

10 Limit on our responsibility to you

10.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

10.1.1 losses that:

(a) were not foreseeable to you and us when the contract was formed; or

(b) that were not caused by any breach on our part;

10.1.2 business losses; and

10.1.3 losses to non-consumers.

11 Entire Agreement

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of me which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12 Disputes

12.1 We will try to resolve any disputes with you quickly and efficiently.

12.2 If you are unhappy with:

12.2.1 the products;

12.2.2 our service to you; or

12.2.3 any other matter;

please contact us as soon as possible.

12.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

12.4 The laws of England and Wales will apply to this contract.