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BSS 150 Anniversary e-Store

Terms and Conditions

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Our privacy policy, which sets out how we will use your information, can be found at <https://www.bss.on.ca/privacy-and-accessibility>. By using this website, you consent to the processing described therein and warrant that all data provided by you is accurate.

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You must not misuse this website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this website. Breaching this provision would constitute a criminal offense and <https://estore.bss.on.ca> will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

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Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to submit a contract you must be 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. <https://estore.bss.on.ca> retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be <https://estore.bss.on.ca> or may in some cases be a third party. Where a contract is made with a third party <https://estore.bss.on.ca> is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

(b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and are included in the 'Total Cost'.

(c) Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.



Disclaimer of Liability

The material displayed on this website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law <https://estore.bss.on.ca> and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this website or the linked sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect <https://estore.bss.on.ca>'s liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

Transportation

Shipments are prepaid F.O.B. point of destination.

Customization

<https://estore.bss.on.ca> offers the option to customize select jewellery items offered, with engraving in specific locations on each piece. BSS and its supplier reserve the right to refuse engraving should the message exceed the legible character limit or conflict with BSS values and standards. Should there be an issue with the message requested, you will be notified directly by BSS or its supplier.

Linking to this website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This website must not be framed on any other site, nor may you create a link to any part of this website other than the home page. We reserve the right to withdraw linking permission without notice.

Indemnity

You agree to indemnify, defend and hold harmless <https://estore.bss.on.ca>, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this website or your breach of the Terms of Service.

Variation

<https://estore.bss.on.ca> shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this website.

**Complaints**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and <https://estore.bss.on.ca>. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by The Bishop Strachan School Head of School.

Returned Goods Policy

Returns and exchanges are not permitted on any item offered on the BSS estore website. Inquiries related to customized jewellery should be directed to BSS.