



VAT Information

New EU VAT regulations that came into place on Jan 1st 2015, state that digital items sold within the EU must have VAT charged on them according to the country of the buyer. This means that before I can sell you a pattern as a digital download, I have to obtain two non-conflicting pieces of proof of address to determine the VAT rate. I then have to keep this information for 10 years along with a copy of my VAT return.

Unfortunately, I have no way of legally complying with this legislation. Therefore, all instant downloads are now sold through PayHip who deal with the VAT for me.

UK

As domestic rules apply to domestic sales and both PayHip and I are under the UK VAT threshold, no VAT is chargeable to sales made within the UK.

EU countries outside of the UK

As an instant download through PayHip, you will pay the stated price plus VAT as defined by the country you are in.

Non-EU countries

No EU VAT is chargeable to countries outside of the EU.

Terms and Conditions

These new Terms and Conditions have been put in place to comply with the The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. There is a new section covering digital downloads. Many of these have been put in place to protect both the Consumer and the Trader. They lay down a code of practice which many of us already follow.

They will not change the way I do business. I will continue to endeavour, as I always have, to provide the best quality of customer service I am able to.

Digital Content

By proceeding with a digital purchase or a free download, you will enter into a consumer contract with Rainbow Valley who will supply digital content on a non-tangible medium to you to you subject to the terms of the licence granted below.

Grant of licence and permitted use

In consideration of you agreeing to abide by this Licence, Rainbow Valley grants you a non-transferable, non-exclusive, non-sublicensable worldwide licence to use the Digital Content. The intellectual property rights in the Digital Content remain the property of the Rainbow Valley and you are merely buying a licence to use the Digital Content.

You therefore acknowledge that all intellectual property rights in the Digital Content anywhere in the world belongs to Helen Free, Enfys and Rainbow Valley, that rights in the Digital Content are licensed (not sold) to you, and that you have no rights in, or to, the Digital Content other than the right to use it in accordance with the terms of this Licence.

You may:

- 1: use, browse and search the Digital Content;
- 2: quote and excerpt from the Digital Content so long as full attribution (e.g. name of content creator and the title of the Digital Content as a minimum) is given to the Helen Free, Enfys and Rainbow Valley.

You must not:

- 1: copy, distribute, publish, transmit, retransmit, transfer, disseminate, broadcast, circulate, sell, resell or otherwise use the Digital Content or any portion of the Digital Content in any form or by any means except as permitted by this Licence or infringe in any other way our intellectual property rights, those of the Helen Free, Enfys and Rainbow Valley;
- 2: use the Digital Content in any unlawful manner, for any unlawful purpose or in any manner inconsistent with this Licence, or act fraudulently or maliciously, for example, by decompiling the Digital Content or inserting malicious code, including viruses, or harmful data, into the Digital Content.

Copyright

I live and work in the UK, therefore, all of the patterns, tutorials and website content which are designed and written by Helen Free, Enfys and Rainbow Valley are covered by [UK Copyright & Design Rights Law](#). UK laws can be more restrictive than those of other countries so please use the link if you have any queries.

In the UK we have automatic design rights. All work produced is covered by this and you can read more information at the above link.

Making items from my patterns

Under the terms of this licence, you have permission for items you make from any of my patterns, whether a purchase or free download, to be sold either for charity or personal profit.

Please credit Helen Free, Enfys or Rainbow Valley Crochet with the design, and include a link back to this site.

This does not include mass production. i.e. paying other people to make them for you to sell on at a profit.

Postage and Packing

The website is set up to automatically calculate Postage and Packing based on weight.

UK only:

Small items may be sent by Royal Mail Large Letter. Please choose the "Small Items" option. All other orders are sent by MyHermes.

Postage and Packing - Worldwide (except USA and Canada):

You can choose Airmail (usually take 5 to 7 working days) or Surface Mail (can take up to 8 weeks). Small items may be sent by Large Letter. Please choose the "Small Items" option. All other orders are sent by Small Parcel. Parcels over 2kg can not be shipped internationally so your order be split in to smaller packages. Weights on individual items have been calculated to take packaging into account. This may result in a P&P overcharge on your order. If this happens, I will refund the difference after the parcel has been posted.

Postage and Packing - USA and Canada:

Due to insurance restrictions, I can not sell physical items USA and Canada. Digital items (i.e. sent by email or instant download) are not subject to this restriction.

Your Right to Cancel

You have a 14 day period in which to change your mind and cancel the order.

If you wish to purchase Digital Content, special rules of cancellation apply to the contract between us. By proceeding with your download, you consent to Rainbow Valley supplying the Digital Content to you before the end of the 14 day cancellation period which would otherwise be available to you. As such you lose your cancellation rights and we hereby confirm this consent and acknowledge the same to you.

If you wish to cancel your purchase, please do not download the file and instead contact me so that I can arrange a refund.

You can use the online [cancellation form](#), the form in the PDF or email me to do so. Please note that it is your responsibility to prove that you have cancelled if the need should arise.

A code of conduct, as defined in regulation 5(3)(b) of the [Consumer Protection from Unfair Trading Regulations 2008](#) can be obtained by using the link.

If you have any queries or complaints, please contact me.

Name: Helen Free t/a Rainbow Valley

Address: 39, New Road,
Chatteris,
Cambridgeshire.
PE16 6BJ

Phone: 07906 520858

Email: rainbowvalleycrochet@gmail.com

Website: www.enfys.me.uk

Cancellation form

To Helen Free t/a Rainbow Valley
39, New Road,
Chatteris,
Cambridgeshire.
PE16 6BJ

I hereby give notice that I cancel my/our contract of sale of the following goods.

.....

Ordered on

PayPal Transaction ID

PayPal Email Address

Name

Address

.....

.....

Signature

Date