### OWL GET IT TERMS AND CONDITIONS

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### SCHEDULE

EL CANCELLATION FORM
EL CANCELLATION FORM 1

### **OUR TERMS**

### 1. THESE TERMS

- 1.1 **What these terms cover**. These are the terms and conditions on which we supply our Services to you.
- 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or you think any changes are required, please contact us to discuss.

### 1.3 **Personal information and Registration**

When registering to use <u>www.owlgetit.co.uk</u> (our 'Website') you must register your email address and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret.

- 1.4 We retain and use all information strictly under the **Privacy Policy** (www.owlgetit.co.uk/privacy)
- 1.5 Use of our Website is governed by our **Acceptable Use** Policy which should be read in conjunction with our Terms and Conditions.

### 2. INFORMATION ABOUT US AND THESE TERMS AND HOW TO CONTACT US

- 2.1 **Who we are**. We are Owl Get It Limited a company registered in England and Wales. Our company registration number is 9435817 and our registered office is at 5 Kingsley Street, Leicester, LE2 6DY.
- 2.2 What we do. We operate and manage an online platform which you can access through our Website. We provide two separate types of service. If you wish to purchase items which are not marketed on our Website on behalf of our partner retailers as listed on the Website ('Partners'), you should see our Concierge Service terms and conditions. These terms relate to and govern our order management service of items marketed on our Website by our Partners whereby the consumer ('you'), using the ordering process on our Website choose to purchase items from and as listed by our Partners. We then conclude the Order for you on the Partner's behalf and procure collection and delivery services from the relevant Partner ('Courier Services') to your chosen location in the [UK] as specified by you in your Order on your behalf. We track the status of your ordered items from the time the couriers contracted by us to carry out the Courier Services ('Couriers') pick them up until delivery to you. All items ordered by you through the Platform are ordered directly from your chosen Partner in accordance with that Partner's terms and conditions of sale. We also manage payment of your Order to the relevant Partner ('Services').

- 2.3 **Your Order and application of these terms:** The contract for the purchase of the item shall be between you and the Partner, with Owl Get It concluding your purchase on behalf of the Partner and on the relevant Partner's terms and conditions. These terms and conditions ('Terms') shall apply to our Services in providing this Platform, managing the Order procedure (including payment) with the Partner and, collecting and delivering the items purchased from the Partner on your behalf ('Services'). Your contract with the relevant Partner is completed once we have paid for and collected the item on your behalf. Our contract with you is completed once we have delivered the item to you.
- 2.4 **Responsibility of the Partner:** Notwithstanding the fact that your contract with the Partner has completed upon collection on your behalf, you will still have legal rights in relation to the quality and description of the items you have ordered and legal rights to change your mind and to return or receive refunds in respect of the items you have purchased. You should refer to the Partner's terms and conditions of sale and any legal rights you may have in this regard. Such rights and obligations will be the responsibility of the relevant Partner, save where any damage to the items was caused by our Couriers during the collection and delivery service or as otherwise provided in these Terms.
- 2.5 We monitor the performance of our Partners and it is very important to us that they comply with our standards. If you have any problems with the items ordered and you are not receiving the proper customer care from the relevant Partner, please contact our Customer Services using the number and email address provided at clause 3.4 and we will endeavour to assist you.
- 2.6 Where you require a customised service collecting/delivering items which are not advertised through our Partners on the Platform, please go through our separate Concierge Services procedure, to which different terms and conditions shall apply.
- 2.7 **How to contact us**. You can contact us by telephoning our customer service team by writing to us at <u>info@owlgetit.co.uk</u>.
- 2.8 **How we may contact you**. If we have to contact you we will do so by telephone at the number you have provided to us or by writing to you at the email address or postal address you provided to us in your order.
- 2.9 Where we use the term 'by writing' or 'in writing' in these terms, this shall include email.

### 3. Making an Order

3.1 How we will accept your order. The process for making an order is set out on the Website. Each step allows you to check and amend any errors before submitting the order. It is your responsibility to ensure that you have completed the ordering process correctly. Once you have paid, you will receive an email confirming that your order is "Pending". You are then given time to ensure that your contact details and order summary including address for delivery are complete and accurate. We will not be responsible for any inaccuracies in your order. The relevant Partner will

either accept, cancel or reject the order. These changes in status will be followed by e-mails from us to you confirming each stage. Acceptance of your order will take place when we have a confirmed acceptance from the relevant Partner and we have sent you an email confirming the same, at which point a contract will come into existence between you and the Partner for the sale and purchase of the items ordered and between you and us for the collection and delivery of the items in accordance with these terms and conditions ('Order').

- **3.2** If we cannot accept your order. If we are unable to accept your order for the items and /or the Courier Service, we will inform you of this in writing and will not charge you for the Order. This might be because the Partner has informed us that the item is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the item provided by the Partner or because we are unable to meet a delivery deadline you have specified. The Partner may have an alternative offer for you and if so we will communicate that to you.
- **3.3** Your order number. We will assign an order number to your Order and tell you what it is when we accept your Order. It will help us if you can tell us the order number whenever you contact us about your Order.
- **3.4** Eligibility. You must be at least 18 years old to make an Order. If you are purchasing alcohol or tobacco products, you must ensure that also the person taking delivery is at least 18 years old and our drivers will check the ID of the person taking delivery if it is suspected that that person looks under 25 years old and we shall refuse delivery without liability if, either, no ID is available or that person is under 18 years old.
- **3.5** We only sell to the [UK]. Our website is solely for the promotion of our Services in the [UK]. Unfortunately, we do not deliver to addresses outside this area. Once you sign up to make an Order we will ask you for your postcode and will inform you before any Order is made whether we can deliver to your address.
- **3.6** We cannot accept orders for items which have a total value of  $\pounds 1000$  or more.

### 4. YOUR RIGHTS TO MAKE CHANGES

- 4.1 When submitting an Order to purchase items, it is your responsibility to ensure that all information provided by you in relation to your requirements is complete and accurate. In particular, you must specify any requirements you may have in relation to delivery or otherwise and, if you are ordering food products, you must specify any allergies you may have. If you have any specific queries about the items, please contact the Partner directly.
- 4.2 If you wish to make changes to the items you have ordered please contact the Partner and he will let you know if the change is possible. If, when you contact the Partner, the Partner has started to process your Order or we have commenced delivery of your Order, then changes may not be possible. If it is possible, the Partner will let you know about any changes to the price of the items or Courier Services (together

'the Product'), the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7, Your rights to end the contract).

### 5. THE ITEMS

- 5.1 **Items may vary slightly from their pictures or description**. The images of the items on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 5.2 **Item packaging may vary**. The packaging of the item may vary from that shown in images on our website.

### 6. OUR RIGHTS TO MAKE CHANGES AND DELIVERY TIMES

- 6.1 We may have to make changes to your Order, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any items or Services paid for but not received, such changes may be required where, for example: items are unavailable or the Courier Services will be delayed. When we deliver your items you must check that all items ordered are as per your Order and we will ask you to sign off on your Order before we leave the items with you.
- 6.2 If the Order is for one-off services. We will begin the Services on the date and time agreed in the Order. The estimated completion date and time for the Courier Services is as told to you during the order process. We provide a tracking service for your Order and if we anticipate that we will fail to deliver within the estimated time, we will keep you informed by SMS and email and provide you with an updated time of delivery. We will always send you an SMS message to the mobile telephone number provided by you upon arrival at the Delivery Location. We always endeavour to ensure your items are delivered by the time specified in your Order however sometimes the weather or traffic conditions can cause delay despite our efforts in that regard. The estimated completion time for the Services will also depend on whether any delays are caused by the Partner's failure to have the item ready for collection when our Couriers arrive to collect them. We are responsible only for the Courier Services and not the items provided by the Partners. We shall have no liability for any delays in our Courier Service caused by a Partner.
  - **6.3** If the Order is for ongoing scheduled Services. We will supply the Services to you on the scheduled dates and times until the Services are completed or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9. See also paragraph 6.2 above in relation to any delays caused by the relevant Partners from whom the items are purchased.

- 6.4 We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.
- 6.5 **If you are not at the Delivery Location when you are required to take delivery**. If no one is available at your address to take delivery, we will leave you a message informing you of how to rearrange delivery or how to collect your items. If the items are Excluded Items, we will not rearrange delivery but you will need to make a new Order.
- 6.6 **If you do not re-arrange delivery or collection**. If you do not collect the items from us or if, after a failed delivery to you, you do not re-arrange delivery, we will contact you for further instructions and may charge you for storage costs and any further delivery/collection costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause 9.2 will apply.
- 6.7 If, when our Couriers arrive to make delivery at the Delivery Location they suffer any form of abusive or violent behaviour, we reserve the right not to make the delivery and to end the contract and clause 9.2 shall apply.
- 6.8 Your legal rights if we miss the deadline for completion of the Services or any of them. If we miss the deadline for any of the Services, save where such failure is in any way due to delay by any of the Partners from whom our Couriers were collecting your items, then you may treat the contract as at an end straight away if any of the following apply:
  - (a) we have refused to complete the Services;
  - (b) completion of the Services within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that completion of the Services within the delivery deadline was essential.
- 6.9 **Setting a new deadline for completion**. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.6, you can give us a new deadline for completion, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 6.10 We may suspend supply of the Services if you do not pay. If you do not pay us for the Services when you are supposed to (see clause 11.4) and you still do not make payment when we remind you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 11.3). We will not charge you for the Services during the period for which they are suspended. As well as

suspending the Services we can also charge you interest on your overdue payments (see clause 11.4).

### 7. CANCELLATION: YOUR RIGHTS TO END THE CONTRACT

# IF YOU DO WISH TO CANCEL THE CONTRACT FOR ANY REASON WHATSOEVER – SEE CLAUSE 8 BELOW WHICH EXPLAINS WHO TO CONTACT AND HOW.

- 7.1 **You can always end your contract with us**. Your rights when you end the contract will depend on whether there is anything wrong with the Services, how we are performing and when you decide to end the contract:
  - (a) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;
  - (b) **If you have just changed your mind about the Order, see** clause 7.6. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any items we have purchased on your behalf;
  - (c) In all other cases (if we are not at fault and there is no right to change your mind), see *clause* 7.7.
- 7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:
  - (a) we have told you about a change to your Order or these terms with which you do not agree to (see clause 6.1);
  - (b) we have told you about an error in the price of the Services you have ordered and you do not wish to proceed;
  - (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control; or
  - (d) you have a legal right to end the contract because of something we have done wrong (including because we have completed the Services late).
- 7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2016.
- 7.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of any Services, once these have been completed, even if the cancellation period is still running.
- 7.5 **Just because you cannot change your mind in respect of our Services, you may still have a right to change your mind in respect of the items purchased**. Please contact the relevant Partner for more information and/or see the Partner's terms and

conditions and the summary of your legal rights in relation to the purchase of items as set out in these Terms;

- 7.6 **How long do I have to change my mind?** How long you have depends on your Order and how it is delivered. **Where your Order is for Services such as our Courier Services**, you have 14 days after the day we email you to confirm we accept your Order. However, once we have completed the Courier Services subject of your Order you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind. This does not affect your rights to change your mind in relation to items purchased where the cancellation period is still running.
- 7.7 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact the Partner to let us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract including any sums paid to the Partner for the items which cannot be returned or refunded.

# 8. How to cancel THE ORDER/CONTRACT (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

# 8.1 Tell the Partner you want to terminate the Order by contacting the establishment directly. Cancelling of orders when contacting partners will be pending the following;

- (a) If an order is still 'Pending' and has not yet been commenced. You will be entitled to receive a full refund.
- (b) If an order has been 'Accepted' a refund will be subject to partner's discretion or in the case of a Concierge service order – At the discretion of the partner. In this instance only a partial refund will be provided for the services used up until that point. If the order has commenced there is a good chance that you will not be able to cancel the order and therefore be illegible for a refund.
- (c) If an order has been accepted and a courier has been assigned (confirmed via the courier tracking message you will receive). You will not be entitled to a refund.
- (d) In all instances you will receive an email confirming your cancellation. The refunds will be provided to you as per these terms.

- 8.2 In the event that you are having problems dealing with the Partner and, unless we have completed our Services to you and the items have been delivered in accordance with these Terms, you can speak to us by doing one of the following:
  - (a) **Phone or email**. Call customer services on the number or email address provided. Please provide your name, home address, details of the order and, where available, your phone number and email address.
  - (b) **Online**. Complete the 'Contact Us' form via the 'Contact Us' link on our website.
- 8.3 **Returning items after ending the contract**. If you end the contract for any reason after items have been delivered to you, you are responsible for returning them to the relevant Partner from whom they were purchased (save for Perishables). You must either return the items in person to where they were purchased, or (if they are not suitable for posting) and you are ending the contract because of something we have done (such as late delivery or items damaged in transit with the Courier), allow us to collect them from you. Please call customer services for a return label or to arrange collection. If you are exercising your right to change your mind after the items have been delivered to you, you must refer to the terms and conditions of or contact the relevant Partner for instructions.
- 8.4 When we will pay the costs of return. We will pay the costs of return:
  - (a) if you are ending the contract because we have told you of a change to the Order or these terms, an error in pricing, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay any costs of return.

- 8.5 What we charge for collection. If you are responsible for the costs of return and we are collecting the items from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, for more information, email us on info@owlgetit.co.uk
- 8.6 **How we will refund you**. We will refund you the price you paid for the incomplete Order, by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.7 **Deductions from refunds if you are exercising your right to change your mind.** We may deduct from any refund an amount for the supply of Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. If we have already purchased any items on your behalf but have not yet completed delivery to you, we can at our discretion, if the items are not Excluded Items, return them to the Partner from whom they were purchased and any additional reasonable costs incurred by us therefor. Therefore, if, for example, you have a right to, and have exercised such right to change your mind in respect of an item and we have commenced but not completed delivery to you then you will still be responsible for paying us for our

Services up to the point where you changed your mind, and if we have to return the items to the Partner for you we will charge you an additional fee to cover our reasonable costs in doing so.

**8.7** When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 7 days of your telling us you have changed your mind

### 9. OUR RIGHTS TO END THE CONTRACT

- 9.1 We may end the contract if you break it. We may end the contract for an Order at any time by writing to you if:
  - (a) you do not make any payment to us when it is due and you still do not make payment within [1] days of us reminding you that payment is due;
  - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services.
  - (c) you do not, within a reasonable time, allow us to deliver the Order to you or collect it from us;
- 9.2 **You must compensate us if you break the contract**. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract
- 9.3 We may withdraw the Services. We may write to you to let you know that we are going to stop providing the Services. We will let you know at least [1] days in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.

### 10. IF THERE IS A PROBLEM WITH THE SERVICES

- 10.1 **How to tell us about problems**. If you have any questions or complaints about our Services, please contact us. You can telephone or email our customer service team at the number or email address we have provided.
- 10.2 **Summary of your legal rights**. We are under a legal duty to supply Services that are in conformity with this contract. See the box [link] for a summary of your key legal rights in relation to the items purchased from the relevant Partner and or the Services provided by us or our Couriers. Nothing in these terms will affect your legal rights.

### 11. PRICE AND PAYMENT

11.1 Where to find the price for the Services. The price of the items and the Courier Services (which both include VAT) will be the price provided to you when you placed your order. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of your Order.

- 11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Order in full before the change in the rate of VAT takes effect.
- 11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the items or Services may be incorrectly priced, it may be that the Partner has changed the price or got it wrong on the Website. Where the correct price at your order date is less than the price we charged you when you made your Order, we will refund the excess. If the correct price when you made your Order is higher than the price you paid, we will contact you for your instructions before we purchase the item on your behalf continue with your Order. If we accept and process your Order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid save in respect of any Services that have been completed.
- 11.4 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of [6]% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.5 **What to do if you think an invoice is wrong**. If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

### 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at clause 9.2
- 12.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

- 12.4 We are not liable for business losses. We only supply the Services for domestic and private use. If you use the Services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.5 **Liability for items sold to you by us on behalf of a Partner:** We shall not be responsible and shall have no liability for the quality of the items delivered by our Couriers and you will need to take up any such issues with the relevant Partner.

### 13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 **How we will use your personal information**. We will use the personal information you provide to us:
  - (a) to supply the Services to you;
  - (b) to process your payment for the Services; and
  - (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 13.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

### 14. OTHER IMPORTANT TERMS

- 14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 14.2 **You need our consent to transfer your rights to someone else**. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Save where we need to liaise with a Partner in respect of items we sell on their behalf, neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us

taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. (Complete and return this form only if you wish to withdraw from the contract)

To Owl Get It Limited, 5 Kingsley Street, Leicester, LE2 6DY [TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED]

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate © Crown copyright 2013.

#### Summary of your key legal rights - Services

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says if you have purchased services:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

#### Summary of your key legal rights – Goods

For your information your legal rights for items purchased from the Partner are as follows: the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality.

During the expected lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your goods are faulty, then you can get an immediate refund.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

### **CANCELLATION RIGHTS**

**Exercising your right to change your mind (Consumer Contracts Regulations 2013)**. For most items or Services bought online you have a legal right to change your mind within 14 days and receive a refund.

When you don't have the right to change your mind. - You do not have a right to change your mind in respect of:

rapidly deteriorating goods ('Perishables''). That is, items liable to deteriorate or expire rapidly, such as food and drinks with short expiry time limits, including those to be kept refrigerated, flowers or newspapers or periodicals;

products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and

any products which become mixed inseparably with other items after their delivery.

regular/frequent delivery of everyday household goods once they have been delivered.

items customised to your specifications

completed services.

How long do I have to change my mind? Save in respect of the above items or services you will usually have a minimum period of 14 days from the time you received the items provided you have not damaged the item in any way. Please refer to the relevant Partner's terms and conditions for details of your rights in relation to items purchased. Nothing contained in the Partner's or our terms and conditions will affect your legal rights.