

Business to Consumer – off premises/doorstep selling – supply of goods, services and digital content

Our terms

1. These terms

- 1.1 These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2 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, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 We are A box of tricks Ltd a company registered in England and Wales. Our company registration number is 8395405 and our registered office is at **Derby House, 18 Churchfields road, Salisbury SP2 7NH** . Our registered VAT number is 158141710.
- 2.2 You can contact us by telephoning 01722 501701/07919124382 or by writing to us at elaine@aboxoftricks.com or POSTAL ADDRESS Above.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product 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 product or because we are unable to meet a delivery deadline you have specified.
- 3.3 Our website is solely for the promotion of our services in the UK.

4. Products

- 4.1 The images of the products and product packaging on our digital and 3D mood boards are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those

images.

4.2 If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.

5. Your rights to make changes

5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of 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.

6. Our rights to make changes

6.1 We may change the product to reflect changes in relevant laws, copy right and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 In addition, we may make changes to these terms or the product, 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 products paid for but not received.

7. Providing the products

7.1 The costs of delivery will be as quoted **OR** notified to you in writing before you place your order.

7.2 During the order process we will let you know when we will provide the products to you.

- (a) If the products are goods we will deliver them to you as soon as reasonably possible. We will contact you with an estimated delivery date.
- (b) If the products are one-off services we will begin the services on the date agreed with you during the order process.

7.3 If our supply of the products 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 products you have paid for but not received.

7.4 If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.5 If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract.

7.6 You own a product which is goods once we have received payment in full.

7.7 We may need certain information from you so that we can supply the products to you. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.8 We may have to suspend the supply of a product to:

- (a) The supplier needs to deal with technical problems or make minor technical changes;
- (b) The supplier wishes to update the product to reflect changes in relevant laws and regulatory requirements;
- (c) The Supplier needs to make changes to the product as requested by you or notified by us to you.

7.9 We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 2 months you may contact us to end the contract for a product and we will refund any sums you have paid in advance for the product in respect of the

period after you end the contract.

7.10 If you do not pay us for the products when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. As well as suspending the products we can also charge you interest on your overdue payments.

8. Your rights to end the contract

8.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract or to get the product repaired or replaced or a service re-performed or to get some or all of your money back. With the exception of made to order bespoke goods.
- (b) If you want to end the contract because of something we have done or have told you we are going to do.
- (c) If you have just changed your mind about the product You may be able to get a refund if you are within the cooling-off period of 14 days, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) In all other cases (if we are not at fault and there is no right to change your mind)
- (e) You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order)

8.2 If you are ending a contract for a reason set out above the contract will end immediately and we will refund you in full for any products which have not been provided if the reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly (over 2 months)delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 months; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.4 You do not have a right to change your mind in respect of:

- (a) bespoke and custom made to order items ordered and supplied by A Box of tricks Ltd;
- (b) services, once these have been completed, even if the cancellation period is still running;

8.5 How long you have to change your mind depends on what you have ordered and how it is delivered.

8.5.1 If you have bought services, you have 14 days after the day we contact you to confirm we accept your order. However, once we have completed the services 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.

9. How to end the contract with us (including if you have changed your mind)

9.1 To end the contract with us, please let us know **within 14 days** and by doing one of the following:

- (a) **Phone or email.** Call customer services on 07919124382 or email us at elaine@aboxoftricks.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

10. Returns

10.1 We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a substantial 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; or
- (c) if you are exercising your right to change your mind within the 14 days.

In all other circumstances, you must pay the costs of return.

- 10.2 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 10.3 We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 10.4 If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
 - (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service 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.
- 10.5 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

11. Our rights to end the contract

- 11.1 We may end the contract for a product 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 7 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 products;
 - (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
 - (d) you do not, within a reasonable time, allow us access to your premises to supply the services.
- 11.2 If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products 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.
- 11.3 We may write to you to let you know that we are going to stop providing the product. We will let you know at least 1 week in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

12. If there is a problem with the product

- 12.1** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) package up and allow us to collect them from you. We will pay the costs of postage or collection.

12.2 Availability

- 12.3** All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

13. **Price and payment**

14. We must receive 50% payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.
- 14.1 The price of the product (which includes VAT) will be the price set out in the Order or our acceptance of it. We take all reasonable care to ensure that the price of the product advised to you is correct.
- 14.2 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 14.3 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 14.4 We accept payment with Cheque or by BACS. When you must pay depends on what product you are buying:
- (a) For **goods and services**, you must make an advance payment of 50% of the price of the goods and services, before we start providing them. We will invoice you for the balance of the price of the goods and services when we have completed the services and delivery of the goods. You must pay each invoice within 14 calendar days after the date of the invoice.
- 14.5 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 4% a year above the base lending rate of Barclays Bank Plc 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.
- 14.6 If you think an invoice is wrong please contact us promptly to let us know.

15. **Other important terms**

- 15.1 We may transfer our rights and obligations under these terms to another organisation.
- 15.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 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.
- 15.5 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.
- 15.6 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



