

## **GENERAL TERMS AND CONDITIONS OF SALE OF PERCY & REED PRODUCT LIMITED (the “Company”)**

As with all terms and conditions, these get a bit long and technical and we're sorry if they sound rather formal. However, they are pretty standard and designed to enhance your online shopping experience and make it as easy, safe and secure as possible.

These terms and conditions apply to the use of this website at <https://www.percyandreed.com>. By accessing this website and/or placing an order, you agree to be bound by these terms and conditions. Using this website indicates that you accept these terms regardless of whether or not you choose to register with us or order from us. If you do not accept these terms, do not use this website.

### **INDEX:**

1. Introduction
2. Ordering from us
3. Pricing
4. Cancellation & returns policy
5. Licence
6. Service access
7. Visitor material & conduct
8. Links to and from other websites
9. Registration
10. Disclaimer
11. Liability
12. Governing law & jurisdiction
13. Competition
- terms Miscellaneous

### **1 INTRODUCTION:**

1.1 You will be able to access most areas of this website without registering your details with us. Certain areas of this website are only open to you if you register.

1.2 Certain provisions of these terms and conditions may be superseded by and/or are subject to expressly designated legal notices or terms located on particular pages of this website. These include our **Privacy Policy** which you should read carefully since it explains how we use your personally identifiable information and sets out your legal rights with respect to such use.

### **1. ORDERING FROM US:**

2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process, and before placing your order, you will be given the opportunity to check your order and to correct any errors. Once you place your order, we will send you an order acknowledgement, detailing the products you have ordered and the delivery address entered.

2.2 Our acceptance of an order takes place when we dispatch the order. We will send you a dispatch confirmation by email. When we dispatch the order the purchase contract will be made even if your payment has been processed immediately upon your placement of the order, unless we have notified you that we do not accept your order or you have cancelled your order in accordance with Condition 4.

2.3 We may refuse to accept an order:

- (a) if goods are not available;
- (b) if we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria set out in our terms and conditions.

2.4 We will not be held liable for any loss caused by you entering your address incorrectly into the website or by you failing to be present at your nominated delivery address when the courier attempts to deliver the parcel. If you are not present at the delivery address on delivery, then the item will be returned to the depot. It is your responsibility to collect the item from the depot within the time period stated by the courier. If the item is not collected on time, then the parcel will be returned to us. The couriers will charge for returning the items to us, and we will pass this charge onto you as a result. We reserve the right to charge your card with the cost charged to us by the courier for returning the item to us and for dispatching the parcel again to your nominated delivery address. Current return charges are £5, with a further £5 for the re-delivery within the UK.

2.5 If an item is not delivered by the courier we use, we will claim a refund from them. We reserve the right to charge your card for the original amount if there is evidence of non co-operation with them during their enquires.

2.6 The delivery timescales quoted on our website are estimates, and should only be used as guidance. The vast majority of our orders do arrive within these timescales, however, we would ask that you wait 3 (for Express orders) or 5 (for Standard orders) working days past the last estimate day before contacting us should your parcel not arrive within the delivery estimate timescale. This allows for any local delays affecting the Royal Mail/ (rest of world) orders before we can take action in locating orders, due to possible delays at customs and within the mail delivery service of the destination country.

2.7 When placing a pre-order we will charge your credit or debit card as soon as you have submitted your order. If for any reason we are unable to fulfil the order, then we will issue a refund. If you place an order that contains both pre-order and currently-available items, you won't receive the order until all the items are in stock and ready, unless you choose the "Dispatch as items become available" option in the order form. You will be charged a delivery charge for each additional delivery.

2.8 In the event that your order does not arrive, you must inform us within 30 days of the last estimated delivery date. The last estimated delivery date can be found in your account area and your order confirmation emails. Failure to report missing items within 30 days of the last estimated delivery date may result in us being unable to investigate missing orders with our couriers. In the event that your order arrives damaged, you must inform us within 7 days of receiving your order.

### **3. PRICING:**

3.1 Our prices include VAT at the current rate. Our VAT number is GB 103728732.

3.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this website.

3.3 Our prices are reviewed periodically and will be updated from time to time. Thus, please review the terms and conditions to familiarise yourself with current changes.

### **4. CANCELLATION AND RETURNS POLICY:**

4.1 If you wish to cancel your order:

(a) you may notify us by email to [help@percyandreed.com](mailto:help@percyandreed.com) before we have dispatched the goods to you; or

(b) where goods have already been dispatched to you, you may return goods to us in accordance with Condition 4.2.

4.2 You may return goods you have ordered from us for any reason (except as outlined in Condition 4.4 below) at any time within 30 days of receipt for a full refund or exchange. The cost and responsibility of returning goods to us shall be borne by you. We recommend you obtain proof of posting. If you require goods in exchange for those you have returned, then you will be required to pay the additional postage and packaging associated with the dispatch of the goods before we send the goods to you.

4.3 Upon receipt of the returned goods we will issue to you a refund for the full value of the returned goods, or a credit note in the event that you wish to exchange the returned goods for others. Please note that we will not refund to you any postage and packaging associated with the dispatch of your original order of the returned goods. Where free delivery has been offered with the order then there will be a charge at the standard rate of delivery applied. The current pricing can be found on our delivery details page. We are unable to refund any import duty that has been paid.

4.4 The rights to return the goods to us as referred to in 4.2 and 4.3 will not apply in the event that the product has been used, or if any seal on the packaging for the product has been broken, upon return to us. The return must include the original packaging.

The provisions of Condition 4.4 do not affect your statutory rights. Our returns address is as follows:

Percy & Reed Returns,  
193 South Liberty Lane  
Bedminster  
Bristol,  
BS3 2TN

### **5. LICENCE**

5.1 You are permitted to print and download extracts from this website for your own use on the following basis:

(a) no documents or related graphics on this website are modified in any way;

(b) no graphics on this website are used separately from accompanying text; and

(c) any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this website other than in accordance with Condition 5.1 above for any purpose is prohibited. If you

breach any of the terms in these terms and conditions, your permission to use this website automatically terminates and you must immediately destroy any downloaded or printed extracts from this website.

5.3 Subject to Condition 5.1, no part of this website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 Any rights not expressly granted in these terms are reserved.

## **6. SERVICE ACCESS:**

6.1 While we endeavour to ensure that this website is normally available 24 hours a day, we will not be liable if for any reason this website is unavailable at any time or for any period.

6.2 Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## **7. VISITOR MATERIAL AND CONDUCT**

7.1 Other than personally identifiable information, which is covered under the **Privacy Policy**, any material you transmit or post to this website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

7.2 You are prohibited from posting or transmitting to or from this website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 You may not misuse the website (including, without limitation, by hacking).

7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of Conditions 7.2 or 7.3.

## **8. LINKS TO AND FROM OTHER WEBSITES**

8.1 Links to third party websites on this website are provided solely for your convenience. If you use these links, you leave this website. We have not reviewed all of these third party websites. We do not control these third party websites, nor are we responsible for these websites, their content or their availability. We, therefore, do not endorse or make any representations about them, or any material found on them, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this website, you do so entirely at your own risk.

8.2 If you would like to link to this website, you may only do so on the basis that you link to, but do not replicate, the home page of this website, and subject to the following conditions:

(a) you do not remove, distort or otherwise alter the size or appearance of the Percy & Reed logo;

(b) you do not create a frame or any other browser or border environment around this website;

(c) you do not in any way imply that we are endorsing any products or services other than our own;

(d) you do not misrepresent your relationship with us nor present any other false information about us;

(e) you do not otherwise use any Percy & Reed trademarks displayed on this website without our express written permission;

(f) you do not link from a website that is not owned by you; and

(g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this Condition 8.2 for breach of these terms and to take any action we deem appropriate.

8.3 You shall fully indemnify us for any loss or damage we may suffer or incur as a result of your breach of Condition 8.2.

## **9. REGISTRATION:**

9.1 Each registration is for a single user only. We do not permit you to share your user name and password with any other person or with multiple users on a network.

9.2 Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

9.3 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

#### **10. DISCLAIMER:**

10.1 While we endeavour to ensure that the information on this website is correct, we do not warrant the accuracy and completeness of the material on this website. We may make changes to the material on this website, or to the products and prices described in it, at any time without notice. The material on this website may be out of date, and we make no commitment to update such material.

10.2 The information on this website is provided "as is" without any conditions, warranties or other terms of any kind.

#### **11. LIABILITY:**

11.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this website), the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this website in any way or in connection with the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or any websites linked to this website.

11.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

11.3 If your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

11.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this website, or the use by any other person using your registration details.

#### **12. GOVERNING LAW AND JURISDICTION:**

12.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

12.2 We do not warrant that materials/items for sale on the website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

#### **13. COMPETITION TERMS:**

13.1 Entrants must not be employees of Percy & Reed Product Limited, Percy & Reed Limited or anyone else connected with the promotion. Entrants can only enter the competition once. Automated or bulk entries will not be accepted. No liability will be accepted for entries that are lost, damaged, delayed or submitted incorrectly. Proof of sending will not be accepted as proof of entry. The prize comprises items listed in relevant competition blog post, subject to change.

13.2 Prizes are awarded one (1) per winner. One entry is allowed per person, per competition. Illegible or incomplete entries, entries which are lost or delayed, or entries not submitted in accordance with the rules will be disqualified. Prizes are non-transferable and there is no cash alternative. Percy & Reed reserves the right to substitute the prize for another prize of equal or greater value, should the need reasonably arise. Percy & Reed's decision is final and no correspondence will be entered into. The winner(s) will be the first entry(s) selected at random from all entries received by the closing date. The competition closes at the time stated in relevant competition blog post. Winners will be notified in means in line with competition and stated in relevant competition blog posting. Winner(s) who do not respond to notification within 72 hours will forfeit their prize(s) and another winner(s) will be chosen from eligible applicants. Winners will be picked at random after the closing date from all valid entries received. Winners will be notified within 48 hours of closing time unless otherwise stated. The winners' name will be posted after the selection has been made. The winner's name will be available 30 days after the closing date of the competition for a period of 6 weeks, by sending a SAE to Marketing, c/o Percy & Reed, Brew House, Jacob Street, Tower Hill, Bristol, BS2 0EQ.

13.3 Percy & Reed reserves the right to cancel, amend, terminate or suspend a competition or promotion in the event of any unforeseen circumstances or reasons outside its reasonable control, with no liability to any entrants or third parties.

13.4 Prizes/Giveaways are often limited stock or one of a kind and loss or damage in post of the item may result in us swapping the prize to an alternative item of equal value. We will not be held liable for any loss caused by the entrant supplying an incorrect address or not collecting a parcel within the courier's timeframe.

13.5 Entrants to the competition agree to participate in such promotional activity and material as Percy & Reed Product Limited may require. We will not share your details with third parties.

13.6 By entering a competition, entrants accept these terms and conditions.

#### **14. MISCELLANEOUS:**

14.1 You may not assign, sub-licence or otherwise transfer any of your rights under these terms and conditions

14.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

14.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

The <https://www.percyandreed.com/> website is operated on our behalf by Koan (UK) Limited: a company registered in England and Wales. Koan's company registration number is 07458217 and registered for VAT. The VAT number is GB 103728732. Contact details are as follows:

Percy & Reed,  
193 South Liberty Lane  
Bedminster  
Bristol,  
BS3 2TN

General email: [help@percyandreed.com](mailto:help@percyandreed.com)

Our returns address is as follows:

Percy & Reed Returns,  
193 South Liberty Lane  
Bedminster  
Bristol,  
BS3 2TN