

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS TO CONSUMERS.

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OUR TERMS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside Our Control:** is defined in clause 9.2;
- (b) **Goods:** the goods that We are selling to you as set out in the Order;
- (c) **Order:** your order for the Goods ;
- (d) **Terms:** the terms and conditions set out in this document; and

We/Our/Us: Podsaway Limited Company number 08513320 PodsAway Ltd
Unit 2A Lions Barn Industrial Estate, Williamsport Way, Needham Market, Suffolk, IP6 8RW

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Goods to you. When you place an order, you automatically accept that you are bound by these terms. If you do not agree, you may return the Goods, unopened within three days of receipt by you of the Goods.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you submit the Order.

2.3 We consider that these Terms and the Order constitute the whole agreement between you and Us.

2.4 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods. Your order is an offer to purchase, and a contract is formed when we despatch the Goods which is deemed to be acceptance of your offer. If We are unable to supply you with the Goods, We will inform you of this and We will not process the Order. Furthermore, should any bugs in the web-site create any incorrect pricing at the checkout, Podsaway have the right to not fulfil the order and refund you any payment made.

2.5 If any of these Terms conflict with any term of the Order, these terms will take priority.

- 2.6 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.7 Our website, is solely for the promotion of Our Goods. Our Goods can be purchased through our website for distribution globally. In some countries we have distribution agreements setup and as such purchases can be made from a local supplier. Please contact info@podsaway.com for more information on supply to your area.
- 2.8 The images of the Goods on Our website or in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours and designs accurately, We cannot guarantee that your computer's display of the colours or the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images. Although We have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on Our website or in Our catalogue or brochure are approximate and do not form part of the terms of our contract with you.
- 2.9 All contracts with Podsaway Ltd are governed by UK Law

3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in the following circumstances:
- (a) changes in how We accept payment from you;
 - (b) changes in relevant laws and regulatory requirements
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 10.
- 3.3 You may make a change to the Order for Goods at any time before We despatch the Goods by contacting Us. Where this means a change in the total price of the Goods, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 10.1 in these circumstances.
- 3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 10.

4. DELIVERY OF GOODS

- 4.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Please allow for extra time and possible delivery costs for deliveries to the Scottish Highlands

and Islands and international deliveries. Any questions relating to this can be asked by contacting our customer service team on info@podsaway.com or calling 0044 1473 715300

- 4.2 Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 9 for Our responsibilities when this happens.
- 4.3 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us, whether that is your own address, the address of a courier or a third party. If we are asked to deliver to an address where you are not present, you are deemed to have accepted the goods notwithstanding that you are not personally there to receive them and risk and ownership will pass at the time of such a delivery.
- 4.4 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.
- 4.5 The Goods will be your responsibility from the completion of delivery.
- 4.6 You own the Goods once We have received payment in full.
- 4.7 We do not accept any liability for any delivery made outside of any date stated on the basis that time is not of the essence of the contract.

5. IF THE GOODS ARE FAULTY

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. SELLER'S GUARANTEE OF GOODS

- 6.1 We guarantee that on delivery and for a period of 12 months from delivery, the Goods shall be free from material defects. However, this guarantee does not apply in the circumstances described in clause 6.2.
- 6.2 This guarantee does not apply to any defect in the Goods arising from:
 - (a) fair wear and tear;
 - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

- (c) if you fail to operate or use the Goods in accordance with the user instructions;
 - (d) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and
 - (e) any specification provided by you.
- 6.3 If there is a problem with the Goods you must tell us within 3 days of receipt. We will not accept returns that are incomplete, not in unopened packaging or not in original condition.
- 6.4 No returns will be accepted if the Goods are not returned within 3 days after receipt
- 6.5 All costs associated with the return will need to be paid by the customer.
- 6.6 Replacement product will be offered in the first instance

7. PRICE AND PAYMENT

- 7.1 The price of the Goods will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 7.2 These prices are subject to and include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.
- 7.3 The prices for the Goods exclude delivery costs, which will be added to the total amount due where applicable.
- 7.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on Our site or in our brochure or catalogue, We will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.
- 7.5 Where We are providing Goods to you, you must make payment for Goods in advance by bank transfer credit or debit card.

7.6 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% 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.

7.7 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 7.6 will not apply for the period of the dispute.

8. OUR LIABILITY TO YOU

8.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

8.2 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.3 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

8.4 Our liability to you is at all times limited to the cost of the Goods supplied to you.

9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

- 9.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks].
- 9.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.
- 9.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods. Please see your cancellation rights under clause 10. We will only cancel the contract if the Event Outside Our Control continues for longer than 4 weeks in accordance with Our cancellation rights in clause 10.

10. YOUR CANCELLATION RIGHTS

- 10.1 Before the Goods are delivered, you have the following rights to cancel an Order for Goods, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:
- (a) You may cancel any Order for Goods at any time before We despatch the Goods by contacting Us by phone. We will then confirm your cancellation in writing.
 - (b) If you cancel an Order under clause 10.1(a) and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.
 - (c) Unfortunately, if you cancel an Order for Goods under clause 10.1(a) and We have already despatched your Goods to you, We will not be able to cancel your Order until it is delivered [or collected]. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. Any delivery and / or collection fees may be deducted from the refund that is due to you. Any refunds will be paid within 30 days.

11. OUR CANCELLATION RIGHTS

If We have to cancel an Order for Goods before the Goods are delivered:

- (a) We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens.
- (b) If We have to cancel an Order under clause 11(a) and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.
- (c) Where We have already started work on your Order for made-to-measure Goods by the time We have to cancel under clause 11(a), We will not charge you anything and you will not have to make any payment to Us.

12. INFORMATION ABOUT US AND HOW TO CONTACT US

We are a company registered in England and Wales. Our company registration number is 08513320 Our address is PodsAway Ltd, nit 2A Lions Barn Industrial Estate Williamsport Way, Needham Market' Suffolk, IP6 8RW

- 12.1 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team on 020 3026 2200 or by e-mailing us at info@podsaway.com
- 12.2 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Podsaway Ltd, Unit 2a Lion Barn Industrial Estate, Willamsport Way, Needham Market, Suffolk, IP6 7RW. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 We will use the personal information you provide to Us to:
 - (a) provide the Goods;
 - (b) process your payment for such Goods; and
 - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 13.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 13.3 We will not give your personal data to any third party.

14. INTELLECTUAL PROPERTY

- 14.1 All images, photos, products, product concepts, branding, and copy are Our sole and exclusive property. Usage of any element from this branding or website or any literature associated with Us may not be used, reproduced or modified without Our express consent. Any breach of this condition may result in Our taking action to stop an infringement continuing together with a claim for compensation for Our losses.

15. OTHER IMPORTANT TERMS

- 15.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 15.2 You may not transfer the benefit of the guarantee in clause 6 to any purchaser of your property.
- 15.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 6 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these 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 fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 15.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts