

## TERMS AND CONDITIONS OF SALE

This page together with the documents referred to within it (“**Terms and Conditions**”) tells you the terms and conditions on which we supply any of the products (“**Products**”) listed on our website <http://www.samsung.com/uk> (“**Our Website**”), our student and youth store [www.samsung.com/uk/multistore/uk\\_student/](http://www.samsung.com/uk/multistore/uk_student/) (“**Student and Youth Store**”) and our Enhanced Partnership Program store [www.samsung.com/uk/multistore/uk\\_networks/](http://www.samsung.com/uk/multistore/uk_networks/) (“**EPP Store**”) to you (together the/our “**Websites**”). These Terms and Conditions do not cover the sale of our Products by third parties to you.

Please read these Terms and Conditions carefully and understand them before ordering any Products from the Websites. You should understand that by ordering any of our Products from the Websites, you accept these Terms and Conditions. If you refuse to accept these Terms and Conditions, you will not be able to order any Products from the Websites. You may print a copy of these Terms and Conditions for future reference. We advise to do so at the time an order is made. We are under a legal duty to supply goods in conformity with these Terms and Conditions of sale.

Please note that there are two sets of Terms and Conditions of Sale on this page. The set immediately below under the heading “Terms and Conditions of Sale for Samsung Shop” apply to orders placed by consumers through the Samsung Shop and the Student and Youth Store. The set of terms at the bottom of the page, under the heading “Terms and Conditions of Sale for Samsung Business Shop” apply to orders placed by business customers through the Samsung Business Shop.

Please note that any customers who purchase airtime and phone contract plans will enter into a contract with our trusted third party supplier, A1 Comms Limited (“A1”), on separate [terms and conditions](#) from A1 Comms Limited. A 14-day cooling-off period applies to any such purchases made through A1.

### Information about us

We operate the Website (<http://www.samsung.com/uk>), Student and Youth Store ([www.samsung.com/uk/multistore/uk\\_student/](http://www.samsung.com/uk/multistore/uk_student/)) and the EPP Store ([www.samsung.com/uk/multistore/uk\\_networks/](http://www.samsung.com/uk/multistore/uk_networks/)). We are Samsung Electronics (UK) Limited, a company registered in England and Wales under company number 03086621 and with our registered office (and main trading address) at Samsung House, 2000 Hillswood Drive, Chertsey, Surrey KT16 0RS, United Kingdom (“Samsung”). Our VAT number is GB689376366.

### Service availability

We only deliver orders to addresses located in mainland Great Britain or Northern Ireland.

### Your status

1. By placing an order through our Websites, you warrant that:
  - (a) you are legally capable of entering into binding contracts;
  - (b) subject to (c) below, you are at least 18 years old;
  - (c) if you are placing an order through the Student and Youth Store, you must be at least 16 years old. If you are 16 or 17 years of age and would like to purchase a Product on the Student and Youth Store, please ask your parent or legal guardian to review and agree to these Terms and Conditions on your behalf before purchase;
  - (d) you are a private individual and purchasing Product(s) in your capacity as such; and
  - (e) you are not purchasing Product(s) for the purpose of resale.
2. If you are placing an order through the Student and Youth Store, in addition to the above, you warrant that you are either:
  - (a) a full or part time student or employee of an eligible college or university in Great Britain or Northern Ireland and you have a valid Great Britain or Northern Ireland educational email address which has been verified via either:

- (i) Unidays in accordance with their terms and conditions which can be found on Unidays' site (<https://www.myunidays.com/GB/en-GB/terms-of-service>); or
  - (ii) Gocertify in accordance with their terms and conditions which can be found on Gocertify's site (<https://www.gocertify.me/terms>); or
  - (iii) by Samsung using another process; or
- (b) 16-26 years of age and have verified your age via GoCertify in accordance with their terms and conditions which can be found on GoCertify's site (<https://www.gocertify.me/terms>). Please note, you will be required to upload a copy of a valid driving licence or passport to the GoCertify platform in order to verify your age.

2.1 You will not permit any other person to access the Student and Youth Store using your login information.

3. If you are placing an order through the EPP Store, in addition to the warranties set out in 1 above, you warrant that:

- (a) you have verified your eligibility to access to the EPP Store via one of the verification methods available to you prior to entering the site; and
- (b) You will not permit any other person to access the EPP Store using your login information.

4. If you do not comply, or Samsung suspects that you do not meet the eligibility criteria set out in this section, we may in our absolute discretion:

4.1 temporarily or permanently suspend or terminate your:

- (a) access to our Website or Student and Youth Store or EPP Store; and/or
- (b) Samsung account;

4.2 Refuse to accept your order;

4.3 Cancel any order for Product(s) that you may have placed; or

4.4 require for you to pay to us the value of the discount you obtained by making a purchase via our Student and Youth Store or EPP Store when you were not eligible.

#### **How the contract is formed between you and us**

1. Your order is an offer to us to buy the Product(s) specified in your order. The Websites provide you with a description of the Products which you may purchase. You are deemed to have placed an order with us once you have completed our online checkout process. After placing an order, you will receive an e-mail from us acknowledging that we have received your order and containing an Order Reference Number and details of the Product(s) you have ordered ("**Order Confirmation**"). Please note that the Order Confirmation is acknowledgment that we have received your order and does not mean your order has been accepted by us. All orders are subject to our acceptance of your offer to buy the Product(s) that you have ordered. If we have accepted your offer, we will send you an e-mail confirming that the Product has been dispatched ("**Dispatch Confirmation**").
2. Sometimes we reject orders, for example we may refuse to accept your order:
  - (a) where the Product is not available;
  - (b) where we cannot obtain authorisation for your payment;
  - (c) if there has been a pricing or Product description error (see 'Price and Payment' below); or
  - (d) if you do not meet the eligibility criteria set out in 'Your Status' above.When this happens, we will let you know as soon as possible and refund any sums you have paid.
3. Before you enter into a contract with us, we will provide you with the following information:
  - a. The total price of the Product(s), including any taxes;
  - b. Any unavoidable costs associated with the contract, such as delivery or postal charges;
  - c. Estimated delivery time; and,
  - d. Arrangements for payment.

4. The contract is entered into between you and Samsung Electronics (UK) Limited (the “Contract”) and will only be formed upon the earlier of i) when we send you the Dispatch Confirmation or ii) delivery of the Product(s).
5. The Contract will relate only to those Products in respect of which we have confirmed dispatch in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

### **Links to Third Party Sites**

We may also provide links on our Websites to the websites of other companies, whether affiliated with us or not. We do not give any undertaking that products you purchase from third party sellers through our Website, or from companies to whose website we have provided a link on our Websites, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. If you would like information about your legal rights you should contact your local trading standards or Citizens Advice Bureau. We will inform you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party seller in accordance with our [Privacy Policy](#). If we are acting on behalf of another trader in any transaction, we will inform you.

### **14-day cooling-off period / right to return**

1. You may cancel the Contract and return your Product(s) for any reason within 14 days of the day you receive the Product(s), unless otherwise stated as part of a promotion.
2. To receive a full refund for the returned Product(s) you must return the Product(s) in an as new condition with all original packaging, accessories, and any free of charge products supplied with the Product(s). If you have handled a Product more than if you were reviewing it in a retail store before purchase (e.g. you have used it more than is necessary to establish its nature, characteristics and functioning) then we may reduce the full refund amount to reflect any reduction in the value of the Product caused by this. We may also reduce the refund amount to reflect the value of any accessories or free of charge products not returned. If your Product(s) arrived damaged, you must notify us in accordance with Clause 4 of the Availability, Delivery and Installation Section.
3. To cancel the Contract, you may contact us via our Websites, using the live chat function, by calling the Customer Contact Centre (all details can be found here: [Contact us](#)), or by printing out and sending us a completed model cancellation form ([available here](#)). You will then be informed of details of how to return or arrange collection of the Product(s). Please note, collection will only be available from the original delivery address and returns will only be free of charge when sent from the United Kingdom. You must send back the Product(s) (or, where we have offered to collect the Product(s), make the Product(s) available for collection) no later than 14 days from the day you cancel the Contract in accordance with these Terms and Conditions.
4. If you are a consumer, you have a statutory right to cancel the Contract within 14 days from delivery of the Product(s). Details of this statutory right and your right to cancel are provided in the Delivery Confirmation and in our Returns Policy. The 14-day right to return described in this section does not affect your statutory rights as a consumer.
5. If your Product is defective, please see the Returns Policy section below.

### **Availability, delivery and installation**

#### **Availability and delivery**

1. We can deliver anywhere in mainland Great Britain or Northern Ireland.
2. We will deliver the Product(s) to the delivery address you specify in your order. We will not deliver the Products to your delivery address unless there is someone present to accept and sign for them. If you have not

received the Product(s) within the estimated delivery time specified in the Dispatch Confirmation you should contact us via our Websites or by email or by telephoning the Customer Call Centre (details are available here: [Contact Us](#)).

3. Whilst we will always aim to deliver within the delivery slot chosen by you, delivery timescales are estimated and may be subject to change. Any delay to your delivery will be communicated to you in advance.

4. If your Product(s) arrived damaged when it was delivered, you must notify us within 72 hours of the day you receive the Product(s). Any damage not reported will be determined to have been caused by your handling of the Product(s), unless it can be proven otherwise. We may reduce the full amount of your refund to reflect the reduction in the value of the Product(s) caused by the damage.

5. Click and collect is available to you for selected Product(s) if you have a valid postcode within a pre-determined radius of the relevant click and collect location.

6. We will not allow collection of the Product(s) from a click and collect location unless you show valid ID (which shall be a driving licence or passport, or another form of ID referred to in the Click and Collect Confirmation) and provide a signature at the point of collection. Please note, the ID shown at the point of collection must match the name on the order. If you do not collect the Product(s) within 7 days of receiving the Click and Collect Confirmation, we will return the Product(s) and you will receive a full refund of the price paid for the Product(s) in accordance with our Returns Policy section below.

#### **Installation services**

1. Delivery of the Product(s) does not normally include installation unless we expressly specify otherwise for a Product when you checkout. The following terms apply to any installation service:

(a) We offer installation across mainland Great Britain only, Northern Ireland and the Scottish Highlands are excluded.

(b) Any installation service provided is supplied by a third party installer authorised by Samsung and is subject to availability.

(c) Following your purchase of an installation service at checkout, we will call you to schedule an appointment for our installer to visit your nominated premises and carry out the installation service.

(d) The installation will only take place if there is someone present at the nominated premises at the scheduled appointment time, to allow entry to the premises and sign for the completed installation. Our installer will not wait for more than 10 minutes past the scheduled appointment time, following which you will need to reschedule a new appointment at additional cost.

(e) Where our installer fails to carry out any installation service due to unavailability of electricity and/or internet connection, existing water supply for laundry and dishwashers or any other interference or hindrance at the nominated premises, you will need to reschedule a new appointment at additional cost.

(f) If you need to reschedule your appointment, or have an issue with the installation service performed for you, please telephone the Customer Call Centre (details are available here: [Contact Us](#)).

(g) If you consider that the installation service performed for you has not been performed in accordance with your statutory rights, then, subject to (h) below, you will have the option to select either a repeat installation service or a refund. We will usually process a refund due to you as soon as possible and, in any case within 14 days of the day we confirmed to you that you were entitled to a refund. We will usually make any refunds using the same method originally used by you to pay for your purchase.

(h) We reserve the right to inspect and verify any issue you have with the installation service performed for you. Where the issue is found to be a result of: (i) your instructions to us or our installer, against our or our installer's advice; (ii) misuse, neglect, physical damage, tampering or incorrect adjustment; or (iii) normal wear

and tear, we reserve the right to refuse to issue a refund to you, or claim compensation from you where we perform a repeat installation service. This does not affect your statutory rights.

(i) If you wish to return a Product(s) that has been installed, you will have to arrange for the Product(s) to be uninstalled at your cost. If you wish to exchange a Product that has been installed, you will have to arrange for the Product to be uninstalled at your cost and purchase a new installation service for that Product. This does not affect your statutory rights.

1.2. The following restrictions apply to each installation service:

(a) We are unable to provide brackets, stands, a Freeview box, DVD/VCR, cables, adaptors or extension leads you have not purchased. If these aren't included with your Product and you need them, please purchase before installation.

(b) Our TV and TV wall mount installation services exclude all of the following: Embedding cables; uninstalling any existing unit(s); set up of any home theatre kit or speaker; set up of more than two TV devices; digital aerial repair/installation; Freesat installation; installation of cabinet stands or stands with bracket attachments. For the avoidance of doubt, TV installation, any TV wall mount installation and connection of TV peripherals (for example, Freeview, Freesat, SKY box, DVD player) are different services and must be purchased separately.

(c) Our Freesat installation services exclude all of the following: Supply of the TV and Freesat receiver (must be onsite at time of installation); supply of additional cables such as SCART, component and HDMI; connection or satellite signal feed into any additional room; supply of specialised access equipment (including, without limitation, a hoist, crane or ladder exceeding 40 feet high); installation at above 3 storeys, or above the third storey of any building; extra labour requirements (2 man team/SIT) to overcome technical/lifting/safety issues/site access issues; chimney and roof installations; specialised mounting materials and/or equipment (including, without limitation, extra-large wall brackets (T&K), chimney mounts and extended masting); extended cable runs (over 15 metres in length to an output point); system earth bonding solutions (PME); specialised cable management requirements (including, without limitation, conduit, trunking and catenary wire); permits for road closures for installation; installation in commercial premises.

(d) Our digital aerial installation and aerial repair services exclude all of the following: Supply of TV and set-top box; replacement of the existing aerial; connection of single feed to more than one room; connection or satellite signal feed into more than one room; channelling of wires (i.e. within walls); installation at above 3 storeys, or above the third storey of any building; supply, hire or use of specialised access equipment (including, without limitation, a hoist, crane or ladder exceeding 40 feet high); extended cable runs (over 20 metres in length to an output point); specialised cable management requirements (including, without limitation, conduit, trunking and catenary wire); specialised signal filters (including, without limitation, clusters filters and levellers); specialised mounting materials and equipment (including, without limitation, extra-large brackets and mounts and extended masting); permits for road closures for installation; installation in commercial premises. For the avoidance of doubt, digital aerial installation and aerial repair are different services and must be purchased separately.

(e) Our home appliance installations are only available in a domestic property and the appliance must fit where it will be installed. There needs to be a working power point within 50cm of the appliance; there must be independent water and waste outlets for 'wet' appliances and all stop valves must be fully operational; and no carpentry or plumbing work is required to enable connection. If it is not required, the hot water supply (where available) must be capped off.

#### **Risk and title**

1. The Product(s) will be your responsibility from the time of delivery.

2. Ownership of the Product(s) will only pass to you on the later of either i) delivery or ii) when we receive: (a) full payment of all sums due in respect of the Products, including delivery charges; and (b) if you have agreed to trade-in a device, until we receive the traded-in device you have promised to provide us.

3. By signing for your order it is an acknowledgement of acceptance of the items.

4. We reserve the right to remotely disable the Product in certain circumstances including the following: (a) where you have reported the Product as lost or stolen; (b) where you have claimed a chargeback for your Product due to it not being delivered, or not being delivered as described; (c) where you have failed to provide us with a traded-in device which was promised to us as part of the purchase price through the Samsung Trade-In Programme.

### **Price and payment**

1. The price of the Product(s) will be as quoted on our Websites from time to time, except in cases of obvious error. Product prices include VAT at the prevailing rate. The price quoted on our Websites for Product(s) excludes delivery charges which are quoted separately on our Websites.

2. Product prices and delivery charges are subject to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

3. Our Websites contain a large number of Product(s) and it is always possible that, despite our best efforts, some of the Product(s) listed on our Websites may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our Websites, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that we are rejecting it. If the price of the Product(s) is obviously an error and could have reasonably been recognised by you as an error, we do not have to provide the Product(s) to you at the incorrect (lower) price.

4. Payment can be made using all major credit and debit cards (American Express, Maestro, Mastercard, Visa Credit, and Visa Debit) and it is collected on our behalf by Adyen. Payment will be taken at the time of purchase or shortly after, unless you are pre-ordering, in which case payment will be taken within 28 days of you placing your order. Alternatively, other payment methods and credit facilities may be offered on the Websites for you to utilise to make your payment. These will have different terms and conditions that you will be asked to review and accept at the time you make payment.

### **Returns Policy**

1. If you wish to return a Product to us you may contact us via our Websites, using the live chat function, by telephoning the Customer Call Centre (details are available here: [Contact us](#)), or by printing out and sending us a completed model cancellation form (available [here](#)). You will then be informed of details of how to return or arrange collection of the Product(s). Please note, collection will only be available from the original delivery address and returns will only be free of charge when sent from the United Kingdom.

2. If you are returning a Product to us:

(a) because you have cancelled the Contract between us within the 14-day returns period (see above), you must send back the Product (or, where we have offered to collect the Product, make the Product available for collection) no later than 14 days from the day you cancel the Contract. We will process any refund due to you as soon as possible (and in any event within 14 days) after we receive the Product back from you or you provide evidence you have returned the Product. If we have offered to collect the Product, you shall be entitled to a refund within 14 days of the date you notify us you wish to cancel the Contract with us.

(b) for any other reason (for instance, because you consider that the Product is defective), we will examine the returned Product and, if we are providing a refund, we will notify you of your refund via e-mail within a reasonable period of time from when we receive the Product from you. We will usually process the refund due

to you as soon as possible and, in any case, within 14 days of the day we confirmed to you via e-mail that you were entitled to a refund.

3. Subject to the terms below, if you believe that a Product you have ordered from us is defective, you should contact us via our Websites or by email or by telephoning the Customer Call Centre (details are available here: [Contact us](#)). We will advise you of the appropriate steps to take. If you notify us within 30 days of delivery of the Product that the Product is defective, you will have the option to select a repair, an exchange or a refund. If a fault is found after 30 days from delivery of the Product, you should contact us by telephoning 0330 726 7864 and we will discuss with you whether we will repair or replace the Product and deliver the repaired or replacement Product to you, or provide a refund. If your Product(s) arrived damaged, you must notify us in accordance with Clause 4 of the Availability, Delivery and Installation Section.

4. If you are returning a Product because you have cancelled the Contract between us within the 14-day period (see above), to receive a full refund for the returned Product you must return the Product in as new condition with all original packaging, accessories and any free of charge products supplied with the Product. If you have handled a Product more than if you were reviewing it in a retail store before purchase (e.g. you have used it more than is necessary to establish its nature, characteristics and functioning) then we may reduce the full refund amount to reflect any reduction in the value of the product caused by this. If your Product(s) arrived damaged, you must notify us in accordance with Clause 4 of the Availability, Delivery and Installation Section. We may also reduce the refund amount to reflect the value of any accessories or free of charge products not returned.

5. We will make any refunds using the same method originally used by you to pay for your purchase.

6. We do not cover faults caused by misuse, neglect, physical damage, tampering, incorrect adjustment, normal wear and tear, or incorrect installation. Products sold on our websites are intended for domestic use only and are not for commercial use or resale.

7. This Returns Policy does not affect your statutory rights.

### **Refurbished Products**

#### **Warranty**

1. In addition to your statutory rights, Samsung provides a one-year limited manufacturer warranty against defects in materials and workmanship for any certified refurbished Samsung branded product that is purchased direct from Samsung.com. Details of the manufacturer's warranty can be found with the documentation that comes with your product and the applicable warranty terms and conditions can be reviewed at <https://www.samsung.com/uk/support/warranty/>. Registration may be required to benefit from the warranty. For the avoidance of doubt, except where explicitly stated to the contrary, Samsung do not offer an extended warranty on refurbished products.

#### **Faulty Products**

1. If your refurbished product(s) develops a fault within 30 days of receipt, please [contact us](#) to notify us of the fault immediately. We will then give you the option of a full refund, an exchange where stock of the same type and grade is available or in some cases, we can offer for an engineer to inspect and repair your refurbished product(s).

2. If your refurbished product(s) develops a fault after the 30 days of receipt but within the 12-month warranty period, we will offer a repair upon receipt of the item. You are responsible (including costs) for the transport of your item.

3. Our repair service excludes cosmetic/accidental damage and customer misuse. In the event of an item being returned to us for these reasons we will contact you and provide you an estimate for repairing. If your refurbished product(s) arrived damaged, you must notify us in accordance with Clause 4 of the Availability, Delivery and Installation Section above.

4. This Returns Policy does not affect your statutory rights.

#### **Our liability**

1. Nothing in these terms and conditions excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by the Consumer Rights Act 2015, section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) our obligations in respect of defective products under the Consumer Protection Act 1987;
- (e) any deliberate breaches by us of these Terms and Conditions that would entitle you to terminate the Contract; or
- (f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

2. Subject to the provisions 1(a) to 1(f) of this section above and 3(a) to 3(g) of this section below, if either of us fails to comply with these Terms and Conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms and Conditions.

3. Subject to 1(a) to 1(f) of this section above, we will not be liable for losses that result from our failure to comply with these Terms and Conditions that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of anticipated savings;
- (e) loss of data;
- (f) waste of management or office time or
- (g) indirect, consequential or special loss or damage.

However, this will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories 3(a) to 3(g) of this section above.

#### **Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Websites, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Websites. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### **Notices**

All formal notices given by you to us must be given in writing to Samsung Electronics (UK) Limited at Samsung Electronics (UK) Limited, Samsung House, 2000 Hillwood Drive, Chertsey, Surrey KT16 0RS (FAO: Executive Office). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in 'Written Communications' above. Notice will be deemed received and properly served immediately when posted on our Websites, 24 hours after an e-mail is sent, or three days



after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **Transfer of rights and obligations**

1. The Contract between you and us is binding on you and us and on our respective successors and assignees.
2. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent.
3. We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

### **Events outside our control**

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control ("**Force Majeure Event**").
2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - (a) strikes, lock-outs or other industrial action;
  - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - (e) impossibility of the use of public or private telecommunications networks
  - (f) the acts, decrees, legislation, regulations or restrictions of any government; and
  - (g) pandemic or epidemic.
3. Our performance under the Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

### **Waiver**

1. If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
2. A waiver by us of any default will not constitute a waiver of any subsequent default.
3. No waiver by us of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with 'Notices' above.

### **Severability**

If any court or competent authority decides that any of the provisions of these Terms and Conditions or any provisions of the Contract is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

### **Our right to vary these terms and conditions**

1. We have the right to revise and amend these Terms and Conditions from time to time by posting them on our Websites.
2. You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms and Conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Terms and Conditions, unless you notify us to the contrary within seven working days of receipt by you of the Product(s)).

### **Our Websites**

1. We own or are licensed users of all intellectual property rights in our Websites and all material and content on our Websites. You may use this site and the materials and content on our Websites for personal, non-commercial use only. All other use or reproduction of our Websites or materials or content on our websites is strictly prohibited.
2. Our Websites are provided on an 'as is' and 'as available' basis without any representation made and we make no warranties of any kind, whether express or implied, in relation to our Websites. We make no warranty that our Websites will meet your requirements or will be uninterrupted, timely or error-free or that our Websites or the server that makes it available are free of viruses or bugs.
3. While we endeavour to ensure that our Websites are normally available 24 hours a day, we will not be liable if for any reason our Websites are unavailable at any time or for any period. Access to our Websites may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control as set out above.

### **Data protection and privacy**

Your data protection and privacy rights are set out in our [Privacy Policy](#).

### **Third party rights**

A person who is not party to these Terms and Conditions or the Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

### **Applicable law**

These Terms and Conditions are governed by English law and wherever you live you can bring claims against us in the English Courts. If you live in Wales, Scotland or Northern Ireland you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

### **Entire agreement**

We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of the Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms and Conditions to be confirmed in writing.

These Terms and Conditions shall apply to all orders placed on or after 26 September 2023.