



MESOTHELIOMA UK

C8 Online Shop Terms and Conditions

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Author of the change (Initials)	What's changed	Approved by (Initials)	Approved date	Version

1. Aim

1.1 This page (together with our privacy policy) tells you information about the legal terms and conditions on which we sell any of our products listed on the Mesothelioma UK online shop – www.mesothelioma.uk.com/shop

1.2 These terms and conditions will apply to any contract between us for the sale of products to you. Please read these terms and conditions carefully and make sure you understand them, before ordering any products from our site.

1.3 You should print a copy or save them to your computer for future reference. We amend these terms and conditions from time to time as per clause 5. Every time you wish to order products, please check these terms and conditions to ensure you understand the terms which will apply at that time. These terms and conditions were most recently updated on 22/12/2021.

2. Information about us

2.1 All profits made from the sales of goods on our site are paid directly to Mesothelioma UK to support its work (registered charity number 1177039)

3. Contacting us if you are a consumer

3.1 To cancel a contract in accordance with your legal right to do so, as set out in section 1.3 below, you just need to let us know that you have decided to cancel. The easiest way to do this is by telephoning 0800 169 2409 by emailing us at fundraising@mesothelioma.uk.com or by writing to us at our registered office address.

3.2 If you are emailing or writing to us, please include details of your order to help us identify it. If you send us your cancellation notice by email or post, then your cancellation is effective from the date you send us the email or post the letter to us.

3.3 If we have to contact you, we will do so by email or by post to the address you provide to us in your order.

4. Returns information

4.1 Mesothelioma UK hopes you are happy with your order, but if not, you can return some, or all of your products, for a refund or replacement within 30 days of receiving your order. We offer a refund of postage if the order is returned within 7 days of receipt. You can send it back to 235 Loughborough Road, Mountsorrel, Leicestershire, LE12 7AS.

4.2 If you cancel your contract, we will: -

- a) refund you the price you paid for the products; however, please note we are permitted by law to reduce your refund 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 before we are able to inspect the goods and later discover you have handled them in an unacceptable way you must pay us the appropriate amount

- b) refund any delivery costs you have paid, although this is permitted by law, the maximum refund will be the cost of delivery by the least expensive delivery method we offer.
- c) refund you on the credit or debit card used by you to pay

4.3 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund or anything else in these terms and conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office

5. Our Products

5.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the products. Your products may vary slightly from those images.

5.2 Some of our Products feature size guides. Although we have made every effort to display this information accurately, sizes may vary slightly.

5.3 Mesothelioma UK recognizes its responsibility to reduce its carbon and environmental footprints and formally commits itself to being an environmentally responsible charity. We therefore encourage minimising the production of waste, through good purchasing practice of materials used throughout the charity and reuse and recycle materials whenever practical to do so.

6. How we use your Personal Information

6.1 We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy as it includes important terms and conditions which apply to you.

7. How the contract is formed between you and us

7.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

7.2 After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. If we are unable to supply you with a product, for example

because the product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 7, we will inform you of this by email and we will not process your order, If you have already paid for the products, we will refund you the full amount including any delivery costs charged as soon as possible.

8. Our right to vary these terms and conditions

8.1 We amend these terms and conditions from time to time. Please look at the top of this page to see when these terms and conditions were last updated, and which terms were changed (if applicable)

8.2 Every time you order products from us, the terms in force at the time of your order will apply to the contract between you and us.

8.3 We may revise these terms and conditions as they apply to your order from time to time

- a) To reflect changes in relevant laws and regulatory requirements and/or
- b) In the event that there is a material change to our relationship with our suppliers

8.4 If we have to revise the terms and conditions as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract if you are not happy with the changes. You may cancel either in respect of all affected products or just the products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

9. When you don't have a right to change your mind

9.1 Products which have been personalised for you.

10. Price of products and delivery charges

10.1 The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see clause 7.5 for what happens if we discover an error in the price of Product(s) you ordered.

10.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

10.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

10.4 The price of a Product does not include delivery charges. We offer a standard UK delivery charge of £3.95 on any orders under £30. For orders over £30 we offer free delivery.

Delivery time will depend on your address and product availability, but we aim to have your delivery with you within 5-7 days of the date that we accept your order.

10.5 It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that 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 Products to you at the incorrect (lower) price.

11. How to pay

11.1 You can pay for Products using a debit card or credit card. We use Stripe to process our payments. Stripe is a PCI Service Provider Level 1, which is the highest level of certification available in payment processing security. Any payment information sent to Stripe is sent securely and safely.

11.2 Payment for the Products and all applicable delivery charges is in advance. We take payment when the order is placed.

12. Our liability

12.1 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 these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

12.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 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.

13. Events outside our control

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond our reasonable control e.g. war, strike, riot, crime, epidemic.

13.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract 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 Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

13.3 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us by e-mail at fundraising@mesothelioma.uk.com or contact us on 0800 169 2409

14. Other important terms

14.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

14.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

14.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.5 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.

14.6 Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you

are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.