

ONLINE TERMS & CONDITIONS FOR USE OF WEBSITE AND SALE OF GOODS

Welcome to the "www.teapotwhistles.com" website (the "Website") terms and conditions.

Teapot Whistles is a brand owned by Brooks Park Digital Limited. Brooks Park Digital Limited, a company registered in England and Wales with registration number 08993871 with its registered office at Paragon Partners, Churchill House, 137 - 139 Brent Street, London, England, NW4 4DJ ("Brooks Park Digital Limited", "Teapot Whistles", "we", "us" or "our") provides the services available on the website. Your use of this website is governed by these terms and conditions set out below. By using any part of this website, completing your customer registration with us and/or placing an order on the website you agree to be bound by the terms and conditions.

These terms and conditions are applicable to the supply of products made by us to the buyer hereafter referred to as the "Customer", "you" or "your".

These terms and conditions and your use of the website are governed by English Law and you agree to submit the -exclusive jurisdiction of the English Court. This does not affect your statutory rights.

1. If we cannot accept your order

If we are unable to accept the Customer's order, we will inform the Customer of this and will not charge 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 the Customer has specified.

2. Products and Packaging

The images of the products on our website are for illustrative purposes only. The packaging of the product may vary from that shown in images on our website.

3. Making Changes

If the Customer wishes to make a change to the product has ordered please contact us. We will confirm 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 the requested change and ask you to confirm whether you wish to go ahead with the change. We may change the product to reflect changes in relevant laws and regulatory requirements.

4. Price

4.1 All prices are quoted in Pound Sterling. The company is not VAT registered as yet but will do so as prescribed by law when required.

4.2 Postage and packing prices will be charged in addition to the price of any goods, and are stated individually on the website.

5. Payment

Online payment will be provided in a secure environment. Payments must be made in Pound Sterling, through PayPal.

6. Passing of Property

We will retain ownership of the goods until full payment has been made and funds have cleared.

7. Passing of risk

The risk in the goods will pass to the Customer on delivery.

8. Delivery

8.1. We will deliver the products to you as soon as reasonably possible and in any event within 90 days after the day on which we accept your order, if you are a consumer.

8.2. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible 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.

8.3. UK mainland delivery: Recorded delivery, Monday to Friday only. Please allow at least 5 working days.

8.4. Overseas and non-mainland UK delivery: Postage is charged at cost. Delivery times may vary. See clause 11.

9. Cancellations & Returns

Non Faulty Products

9.1 At Brooks Park Digital Limited, we want you to be happy with every purchase you make with us. If for any reason you aren't completely satisfied or you change your mind, you may return any product in its original condition for a full refund or replacement (as appropriate) within 14 days. Original condition means that there are no tears or marks on the product and the product's packaging has not been used, marked or damaged and the product is in a re-saleable condition.

9.2 Faulty Products/Other rights to return

9.2.1 In accordance with your statutory rights, you may return products :

9.2.1.1 where there has been an error in the price or description of the product ordered or they are otherwise not as described. Please note these are unique handmade products, so variations and slight imperfections may occur in products from time to time; or

9.2.1.2 the product is faulty (i.e. unsatisfactory quality).

9.2.2 You are entitled to a refund where the products are returned to us within 14 days of

purchase. After 14 days, refunds or replacements will be on a case-by-case basis only, and we retain the right of refusal without explanation.

All returns

9.3 Please enclose the following details with your returned products:

Your Name
Your Address
Order Number
Reason for return/exchange
Proof of purchase

Alternatively, returns can be arranged via email to info@teapotwhistles.com

9.4 Please send your returned products to:

Customer Services
Brooks Park Digital Limited
31 Standen Road
London
SW18 5TH

9.5 For non-faulty products, you must arrange for and pay the costs of returning the products to us. If you are returning a faulty or damaged product(s), we will refund the cost of returning your order provided that you supply us with a delivery receipt.

9.6 Please ensure that the package is wrapped securely and for your protection we recommend that you use a recorded delivery service as we cannot accept liability for goods lost in transit.

9.7 If you require a refund we will refund the price paid by you for the products within fourteen (14) days of receiving your returned products.

9.8 Products purchased as a set can only be returned as a complete set, not as individual items.

9.9 Products given as a gift can only be returned by the original purchaser.

9.10 When returning goods which you bought using a discount or offer, we will adjust the refund accordingly if you fall below the discount/offer threshold, as that discount or offer will no longer apply.

9.11 Please note that if you made your purchase through a retail location, please return to the place of purchase. Any return will need to be made in accordance with the returns/cancellation policy of the relevant retailer and should not be returned directly to us.

10. Our Liability

10.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not

foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2. If you are a consumer we only supply the products for domestic and private use.

10.3. If the Customer is a business, our total liability for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100 per cent of the total sums paid by the Customer for products under such contract.

11. International Customer

Customers from outside the UK can only pay by Paypal or bank transfer and must pay in Pound Sterling unless otherwise specified. If you are experiencing difficulty please contact info@teapotwhistles.com. All other terms and conditions apply.

12. Complaints

If you wish to complain about any matter in respect of the goods please contact Customer Services on info@teapotwhistles.com

13. Third Party Links

We will not be responsible or liable for your use of any other websites which may be accessed via links within this website. We do not control these websites and is not responsible for their content. Any such links are provided merely as a service to users and their inclusion does not constitute an endorsement by or affiliation with us.

14. General

14.1. While Brooks Park Digital Limited uses reasonable endeavours to ensure that the information on this website is accurate and up to date, it does not give any warranty as to its accuracy or completeness and Brooks Park Digital Limited will not be responsible for any errors or omissions or for the results arising from the use of such information.

14.2. While Brooks Park Digital Limited takes all reasonable steps to ensure a fast and reliable service, it does not guarantee that your use of this website will be interruption or error free and will not be responsible for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.

14.3. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.4. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if there is a likelihood of breach of contract if that occurs.

14.5. This contract is between the customer and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

14.6. 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.

14.7. If we do not insist immediately that the customer does anything it is required to do under these terms, or if we delay in taking steps in respect of a breach of this contract, the customer does not have to do those things and it will not prevent us taking steps at a later date. For example if a payment is missed but we continue to provide the products, we can still require payment at a later date.

14.8. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute of claim.