

# Sable & Ox Customer Terms and Conditions

## Version 1.0

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products or services listed on our website [www.sableandox.co.uk](http://www.sableandox.co.uk) ("Website") to you.

Please read these Customer Terms and Conditions carefully before ordering any products displayed on the Website. You should understand that by ordering any of the products or services displayed on the Website, you agree to be bound by these Customer Terms and Conditions.

You should print a copy of these Customer Terms and Conditions for future reference. Please tick the box marked "I have read and agree to Sable & Ox Privacy Policy and Customer Terms and Conditions" if you accept them. Please understand that if you refuse to accept these Customer Terms and Conditions, you will not be able to order any products displayed on our Website.

## 1. INFORMATION ABOUT US

We are Sable & Ox, and we operate [www.sableandox.co.uk](http://www.sableandox.co.uk) ("Website"). Our registered office and main trading address is at 1 Connaught House Boston Square, Hunstanton, Norfolk, PE36 6DU

## 2. AVAILABILITY

By placing an order for products displayed on our Website, you warrant that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old; and
- (c) You are resident in the United Kingdom and Northern Ireland, as we do not accept orders from people outside these countries.

## 3. OUR SERVICE

(a) To buy goods or services from our Website, you need to register your details with us and the information that you provide to us will be processed by us in accordance with our [Privacy Policy](#).

(b) Goods and services displayed on the Website can be purchased by you from the supplier named on the page on which the products and services provided by that supplier are displayed ("Supplier").

(c) We act as agent for each Supplier displaying products and services on our Website, and provide administration services for each Supplier which includes the processing of payment, confirmation of orders and process administration.

(d) We will use good skills in the design of our Website so that you can view and order goods and services from a number of different Suppliers, process payments on behalf of those Suppliers and administer the use of our Website and ordering process. We are not, however, responsible for any goods or services that you purchase from a Supplier in accordance with the terms of your contract with that Supplier.

#### **4. HOW THE CONTRACT IS FORMED**

(a) By placing an order on the Website, you are making an offer to the Supplier named on the page on which the products and services provided by that Supplier are displayed to supply to you the products or services selected by you on the Website. The contract between you and the Supplier incorporates these Customer Terms and Conditions and any additional terms and conditions that are set out on the page on which the products or services that you have selected are displayed and which may include by way of example the Supplier's delivery arrangements ("Additional Terms").

(b) We will acknowledge to you by email on behalf of the Supplier that we have received your order ("Order Acknowledgement"), but a contract for the supply by the Supplier to you for the products or services selected will only be formed between you and the Supplier when we accept that order on behalf of the Supplier by sending to you a second email that the product(s) ordered by you have been dispatched by that Supplier ("Shipping Confirmation").

(c) The contract between you and the Supplier will only relate to the products or services set out in the Shipping Confirmation that we send to you on behalf of the Supplier. We will have no obligation to source for you the supply to you by the Supplier of any other product or service that formed a part of your order until we confirm the dispatch of those other products or services in another Shipping Confirmation.

(d) You acknowledge that in respect of orders placed for products or services displayed on our Website that we are acting as agents for the Supplier and that the contract for the supply of products or services is between you and the Supplier.

#### **5. TERMS OF SUPPLY**

Each of our Supplier's warrant to you that:

(a) Products or services ordered from that Supplier will be of satisfactory quality on the date on which they are sent to you;

(b) To the extent that it is reasonable, ensure that you are satisfied with the products or services that you order. You will therefore need to bring to our or the Supplier's attention as quickly as possible any aspect of the products or services that you are not reasonably satisfied with and we will explore with you available options; and

(c) The products will be fit for the purpose for which those products are normally supplied and used.

#### **6. AVAILABILITY, DELIVERY AND RETURNS**

(a) Orders placed on our Website will, unless there are exceptional circumstances, be fulfilled by the delivery date set out in the Shipping Confirmation or, if a delivery date is not specified, then within a maximum of 30 days of the date of the Shipping Confirmation.

(b) If your order is no longer available for delivery, or if it is out of stock, you will be notified by email and you will have 2 options:

- i. Cancel the order; or
- ii. Wait for the order to be delivered after the Supplier receives additional stock.

The seller must package your order securely to prevent damage in transit and a reliable insured courier must be used, were possible your order should be dispatched within 5 days of receiving an order. In accordance with our [delivery and returns](#) policy

## On receiving your goods

(i) The Buyer must inspect the Goods immediately upon receipt and must notify the 'Seller' within 48 hrs. of delivery if the Goods are damaged or do not comply with the Contract. If the Buyer fails to notify the 'Seller' and return the Goods within 14 days then the Buyer will be deemed to have fully accepted the Goods.

If the Goods are damaged or defective, the Goods will be returned by the Buyer to the 'Seller'. The Buyer will be entitled to receive a full refund (including the delivery cost) plus the cost of returning the Goods by insured delivery. In accordance with our [delivery and returns](#) policy

(ii) If returned Goods are found to be damaged which is the fault of the Buyer, the Buyer will be liable for the cost of repairing such damage. In accordance with our [delivery and returns](#) policy

(iii) When any Goods are returned the Buyer must notify the Seller that the Goods are to be returned and return the goods within 14 days. In this instance, Goods must be returned at the Buyers own cost and should be sent by insured delivery. The Buyer will receive a full refund of all monies paid for the Goods (less delivery charges) within 30 days of cancellation.

## 7. RISK AND TITLE

(a) Products delivered to you will be at your risk from the time of delivery.

(b) Ownership of the products will only pass to you when full payment is received of all sums due in respect of the products or services, including delivery charges where these apply.

## 8. PRICE AND PAYMENT

(a) The price of a product or service will be the price set out on the Website from time to time, unless there is an obvious error.

(b) Prices usually exclude delivery costs, but during the ordering process you will be able to clearly see the delivery costs for your order, if any, as these are clearly set out on the product page and Supplier page on which products or services are displayed, as well as in our Check Out area.

(c) Prices can change at any time, but any price changes will not affect orders for which a Shipping Confirmation email has been sent to you.

(d) The Website contains a large number of products and services and it is always possible that, despite our and our Supplier's best efforts, some of the products or services listed on our Website may be incorrectly priced. Prices will normally be verified as part of dispatch procedures so that, where the correct price for a product or service is less than the stated price, the lower amount will be charged when dispatching that product or service to you. If the correct price for a product or service is higher than the price stated on the Website, the Supplier will normally, at that Supplier's discretion, either contact you directly or via us for instructions before dispatching the product or supplying the service, honour the lower price given by the Supplier or reject your order and notify you of such rejection.

(e) A Supplier is under no obligation to provide a product or service to you at the incorrect (lower) price, even after a Shipping Confirmation email has been sent to you, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

(f) Payment for all products must be by credit or debit card. We accept payment with any of the companies set out in our Check Out area as part of the ordering process.

## 9. CHANGES AND CANCELLATIONS

(a) A Supplier may cancel a Contract if there are any circumstances beyond our or that Supplier's reasonable control.

(b) You:

i. May, if paragraph (ii) does not apply, cancel the contract between you and the Supplier by giving notice within 7 working days, beginning on the day after you receive a product ordered by you. If you give us notice within this period and paragraph (ii) does not apply, you will be entitled to a full refund of the price paid by you for the product and the cost of sending the item to you in accordance with the terms of this paragraph 9;

ii. May cancel the contract between you and the Supplier by giving notice if you have not received the products ordered by you by the date set out in the Shipping Confirmation email, provided that you agree to sign a declaration required by the Supplier if the products have already been sent out to you;

iii. Will not be entitled to cancel the contract for the supply of any product if:

1. The product was ordered by a Supplier to your specifications;

2. The product is perishable such as food or flowers; or

3. That product was personalised in accordance with your specific branding or personalisation requirements.

iv. May, if paragraph (ii) does not apply, cancel the contract between you and the Supplier for any other reason (for instance, because you have notified us in accordance with our Customer Terms and Conditions that you do not agree to any change in these Customer Terms and Conditions or in any of our policies that will apply to your order after you have placed that order, or because you claim that the product is defective). The returned product will be examined and you will be notified of your refund via email within a reasonable period of time from receipt of the returned product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us in accordance with the terms of this paragraph 9.

v. Must inform us or a Supplier in writing to cancel a contract. You must also return the product to the Supplier immediately, in the same condition in which you received that product and at your own cost and risk. You have a legal obligation to take reasonable care of the product while it is in your possession. If you fail to comply with this obligation, the Supplier may have a right of action against you for compensation.

vi. Any notice that you send under this paragraph (b) must be clearly and correctly addressed to us at [support@sableandox.co.uk](mailto:support@sableandox.co.uk) or to the Supplier where an address has been given to you, say, as part of the Additional Terms, and it may be prudent to keep a copy of any email or letter sent as proof of sending in case it has not been received by us or the Supplier.

(c) We will process any refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation (as set out in paragraph (b) (i) above) or within 30 days of the day on which you have submitted a suitable declaration if required (as set out in paragraph (b)(ii) above) or within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for a defective product (as set out in paragraph (b)(iii) above).

(d) We will refund any money received from you using the same method originally used by you to pay for your purchase.

(e) This paragraph does not affect your statutory rights.

## 10. WEBSITE LINKS

We may provide links on our Website to the website of other companies, whether affiliated with us or not. If you click on a link that takes you to the website of other companies, you will be subject to the terms and conditions and privacy policy of the websites of those other companies. We cannot give any assurance or undertaking concerning: your use of the websites of other companies; any details that you submit on websites of other companies; or, any purchase that you make from the websites of other companies.

## 11. LIABILITY

If a Supplier (as appropriate in each of the sub-clauses below as to whether the failure relates to the Website or the supply of goods or services) fails to comply with any of the provisions of the Contract:

(a) The Supplier will only be responsible for direct losses suffered by you which were a foreseeable consequence of the Supplier's failure to comply with the relevant provisions of the Contract or for damage to your tangible property resulting from a breach by the Supplier of paragraph 5 of these Customer Terms and Conditions;

(b) The Supplier will not be responsible for any indirect losses including, but not limited, to:

- i. Loss of income or revenue;
- ii. Loss of business;
- iii. Loss of anticipated savings;
- iv. Loss of profit;
- v. Waste of time;
- vi. Loss of enjoyment.

(c) The Supplier is not, in this paragraph 11, limiting in any way liability for:

- i. Death or injury caused by negligence;
- ii. Fraud or fraudulent misrepresentation; or
- iii. Any breach of any obligations implied by relevant statutes and law, the exclusion of which would be illegal.

(d) Except for circumstances under paragraph (c), the Supplier's liability will be limited to the price paid by you in respect of products or services ordered in which a Supplier failed to comply with these Customer Terms and Conditions and the Additional Terms set out on the page on which the products or services are displayed by the Supplier and where the losses were foreseeable and could have been contemplated by you and the Supplier at the time at which the your order was accepted. This is on the condition that you give notice at the earliest opportunity of any alleged failure to comply with the terms of the Contract and you provide the Supplier with the opportunity to rectify any such allegation.

(e) Except for the circumstances set out under paragraph (c), we will not be responsible for any goods or services that you may purchase from a Supplier or other third party. Nor do we give any of the warranties set out in these Customer Terms and Conditions to you in respect of goods and services as your Contract for the supply of goods and services displayed on our Website is between you and the Supplier. This disclaimer does not affect your statutory rights.

## **12. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Website. 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.

## **13. NOTICES**

All notices given by you to us must be given to Sable & Ox at [support@sableandox.co.uk](mailto:support@sableandox.co.uk) We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 12 above or paragraph 15 below. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email 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 email, that such email was sent to the specified email address of the addressee.

## **14. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

(a) We have the right to revise and amend these Customer Terms and Conditions from time to time.

(b) You will be subject to the policies and Customer Terms and Conditions in force at the time that you order products or services from a Supplier, unless any change to those policies or these Customer 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 Customer Terms and Conditions before we send you the Shipping 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 or the Supplier to the contrary within seven working days of receipt by you of the products or services).

## **15. THIRD PARTIES**

(a) Our contractors, representatives, agents, employees and Suppliers may rely on the limitations set out in these Customer Terms and Conditions and the Additional Terms (together the "Contract"). Other than the exception set out in the preceding sentence, a person who is not a party to the Contract will not have any rights under or in connection with this contract under the Contracts (Rights of Third Parties) Act 1999.

(b) We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract or any of our rights or obligations arising under it at any time and without notice to you.

## **16. WAIVER**

If we fail, at any time whilst the Contract is in force, to insist that you perform any of your obligations under the Contract, or if we do not exercise any of our rights or remedies under the Contract, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of the provisions of this contract shall be effective unless we expressly say that it is a waiver and we tell you so in writing in accordance with clause 12 (written communications).

## **17. SEVERABILITY**

If any court or competent authority decides that any of the provisions in the Contract are invalid, unlawful or unenforceable to any extent, that provision will to that extent only, be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.

## **18. ENTIRE AGREEMENT**

(a) We intend to rely on these Customer Terms and Conditions and the Additional Terms and any document expressly referred to in them in relation to the subject matter of this contract. Please make sure that you ask for any variations from these terms and conditions to be confirmed in writing.

(b) Each of us acknowledges that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other, whether express or implied, unless that representation, undertaking or promise is set out in this Contract.

(c) These Customer Terms and Conditions and the Additional Terms represent the entire agreement between us.

## **19. LAW AND JURISDICTION**

This Contract, its formation and the supply to you of any products or services ordered on our Website will be governed by English law. Any dispute or claim arising in connection with the supply to you of any products or services, the formation of this Contract or any non-contractual dispute will be subject to the exclusive jurisdiction of the English courts.

